

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

**April 16, 2024**

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

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

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

1. Monument of the Americas (Steve Neal) - *30 min*
2. Park Standards and Specifications (Aubrey Larsen , Planning Consultant) - *50 min*

**II. BREAK - 10 MIN**

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

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

**IV. CONFLICT OF INTEREST DISCLOSURE:**

**V. AWARDS, RECOGNITION, and PROCLAMATIONS:**

1. Proclamation of Public Works Week
2. Mayor's Award for IT Director Anthon Beales

**VI. CONSENT AGENDA:**

1. Approval of April 2, 2024, City Council Meeting Minutes (Trina Cooke, City Recorder)

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

**VIII. GENERAL BUSINESS ITEMS:**

1. Board Updates from Council (City Council Members) - *5 min* (each)

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

1. Wasatch County Parks Development Agreement (Tony Kohler, Community Development Director) - *30 min*
2. Arts Advisory Committee TAP (Trails, Arts, Parks) Grant Scorecard Final

Recommendations (Phil Jordan, J. Mark Smedley, Asst. City Manager) - *45 min*

3. Ordinance 2024-09 School House Academy Development Agreement (Jamie Baron, Planning Manager) - *15 min*
4. Amended and Restated Sewer Connection Agreement [Dickman Legacy Ranch] (Jeremy Cook, City Attorney ) - *20 min*

**X. COMMUNICATION:**

**XI. ADJOURNMENT:**

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

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

Posted on April 11, 2024, in the Heber City Municipal Building located at 75 North Main, the Heber City Website at [www.heberut.gov](http://www.heberut.gov), and on the Utah Public Notice Website at <http://pmn.utah.gov>. Notice provided to the Wasatch Wave.





# Heber City Council Staff Report

**MEETING DATE:** 4/16/2024  
**SUBJECT:** Park Standards and Specifications  
**RESPONSIBLE:** Aubrey Larsen  
**DEPARTMENT:** Planning  
**STRATEGIC RELEVANCE:** Community Vibrancy

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## SUMMARY

Heber City desires to establish a world-class park, trails, and open space system. As an emerging recreational destination and rapidly growing community, ensuring that all parks in the City reflect an acceptable standard is a critical step for achieving this goal. The Heber City Park Standards and Specifications create a coordinated and comprehensive park design and development framework for existing and future parks in order to meet the needs and expectations of the City and its current and future residents. The Heber City Park Standards and Specifications consist of the following three components:

1. Standard Landscape Drawings
2. Standard Landscape Specifications
3. Heber City Park Standards Manual

## RECOMMENDATION

Staff recommends that the City Council review and discuss the Heber City Park Standards and Specifications at the work session meeting.

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## BACKGROUND

Project Timeline:

**1. March 16, 2023:** project kickoff with LDI planning consultants Mark Vlasic, Hugh Holt, and Aubrey Larsen, and Heber City staff Mark Rounds and Jamie Baron. Main discussion items included:

- The desire for the guide to be easy to understand with clear distinctions between "rules" and "guidelines" e.g. fixed vs. flexible.
  - Needs and requirements for park irrigation, planting, amenities, signage, and fencing standards.
  - Since the project kickoff, regular coordination and project check-in meetings have been held.
-

**2. April 18, 2023:** Jamie Baron provided the City Council with a project update during a working meeting. Key takeaways from the working meeting are as follows:

#### **Fixed Standards**

- Comfortable moving forward with the fixed standards.

#### **Flexible Standards**

##### **a- Notes and Talking Points of Areas of Agreement**

- Aesthetics and brand are important. Want something that says, “This is the Heber Valley”.
- Comfortable with North Village themes but want a lot of flexibility.
- There should be some sort of “fingerprint” on the flexible standards.
- Don’t think we need to reinvent the wheel; take a look at some of the parks and park systems that are interesting. St. George, such as Treehouse Park, and Ninja Parkour Park are examples.
- Lighting should be dark sky compliant, and possibly solar-powered.
- Want open green spaces, and keeping green lawns will be important, especially considering the increased density that is approaching.
- Waterwise considerations are important.

##### **b- Notes and Talking Points of Areas of Difference**

- Aesthetics are very subjective; recommend against a city-wide standard as all parks are individual and different. Should be careful to not over-regulate them. Against standardizing design themes, but would support standardization of signs.
- Wondering if we want to have more of a fixed look for signs, for example (maybe have a tweak depending on the location or area in the city a ’la SLC wayfinding signage). It is important to have variety and create places with different feelings and functions. But recommend a unified sign system.
- Have all parks include ADA/all-ability accessible play; however, might have one all-abilities park or one all-abilities playground as well.

##### **c- Neutral Areas**

- Brown Canyon sandstone is Heber iconic and should be a component of all signs (in addition to other materials) and in the parks.
- Olympic theme in Main Street Park (a nod to the Olympics).
- Recommend an agriculture-themed park, an airport park, and other themes specific to Heber (Provo River, Olympics, railroads, Fitzgerald Park with a historical theme and an interpretive center, etc.). NOTE: may want to develop some potential themes for all of the park sites in the city as a sort of starting/programming point of departure.
- Like the Blueways sign for the river as a starting point.

**3. August 14, 2023:** a draft of the Park Standards Manual and accompanying standard drawings and specifications were presented to the POST committee. The committee was generally happy with the guide and most comments pertained to the minimum standards/ point system. Since meeting with the committee, staff have continued to refine the guidebook’s language and layout and integrate feedback from the POST committee.

**4. September 12, 2023:** A draft of the Heber City Park Design Standards was presented to the

Planning Commission during a working meeting.

**5. September 26, 2023:** The Planning Commission held a public hearing. No input was received, and the Commission forwarded a positive recommendation to the City Council with the following findings and conditions:

**Findings:**

1. The Planning Commission held a public hearing on September 26, 2023.
2. The Planning Commission forwarded a positive recommendation on September 26, 2023.
3. The proposed Heber City Park Design Standards are consistent with the General Plan.

**Conditions:**

1. Verify how tree calipers are measured.

## DISCUSSION

There are two main discussion items for this Project:

**1. Park Amenity Requirements:**

In order to meet the needs and expectations of the City and its residents, all parks are required to provide a minimum level of amenities based on the size of each park in acres. To encourage quality park designs that encompass a range of appropriate amenities, a park amenity point system has been proposed. *At least 10 points per 0.1 acre or 100 points per acre are required in the design of Heber parks.* Staff have evaluated the point system against existing parks and have found that the point requirements are achievable. Some additional fine-tuning is expected. Staff is seeking feedback and direction on the proposed point system.

**2. Signage:**

Since a city-wide park signage system has not yet been developed, staff recommends that park signage standards be limited to *Naming Signs* (also known as Entry Signs). The Park Design Manual provides two different options: (1) stone monument/ landscape entry signs or (2) mixed material entry signs. Staff is seeking guidance on which direction the City Council would like to go with the park signage standard.

## FISCAL IMPACT

The contract is \$28,250 and has been executed. Some additional cost for remaining work may be negotiated.

## CONCLUSION

Staff and the City's consultants are working to finalize the Park Standards and are seeking input from the City Council on the proposed draft document and accompanying standard drawings and specifications.

## ALTERNATIVES

N/A

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## POTENTIAL MOTIONS

N/A

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## ACCOUNTABILITY

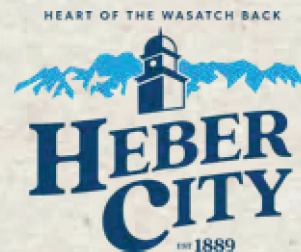
**Department:** Planning  
**Staff member:** Jamie Baron, Planning Manager

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## EXHIBITS

1. Heber City Park Standards DRAFT 04-10-2024
2. Heber Standard Land Details 2023 09 25
3. Heber Standard Land Specs 2023 06 20
4. Tree Measurements changes to Heber std specs





## Build a Remarkable Community.

Park Standards Manual  
APRIL 2024 **DRAFT**

DRAFT



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Heber City, Utah 84032  
Phone: 435.654.0757  
[heberut.gov](http://heberut.gov)

# Acknowledgments

## Heber City Council

Heidi Franco, Mayor

Yvonne Barney

Mike Johnston

Rachel Kahler

Scott Phillips

Ryan Stack

## Planning Commission

Dennis Gunn, Chair-Person

Dave Richards, Vice-Chair

Darek Slagowski

Oscar Covarrubias

Sid Ostergaard

Phil Jordan

Joshua Knight

Robert Wilson

## City Staff

Jamie Baron, Planning Manager

Mark Rounds, Parks & Cemetery Director

Matt Brower, City Manager

## Parks, Open Space, Trails, and Trees Committee

Ashley Farrell, Co-Chair

Scott House, Co-Chair

Yvonne Barney, Council Rep

John Crook

Sarah Simons

Nathanael Adams

Don Taylor

Mia Yue

Christen Thompson

## Planning Consultants

Mark Vlasic, AICP, PLA, Principal-in-Charge

Hugh Holt, PLA, ISA, CPSI, Senior Landscape Architect

Aubrey Larsen, Project Planner and Landscape Designer





# Table of Contents

<b>ACKNOWLEDGMENTS .....</b>	<b>3</b>
------------------------------	----------

<b>TABLE OF CONTENTS .....</b>	<b>4</b>
--------------------------------	----------

## 1

### **INTRODUCTION ..... 7**

The Need For Consistent Standards .....	7
Relationship to other city standards .....	9
Applying the standards .....	11
End Users .....	13
The Heber City Image .....	14

## 2

### **PARK STANDARDS .....25**

Level of Service Standards .....	25
Minimum Standards.....	26
Different Park Types .....	28

## 3

### **PARK DESIGN PRINCIPLES .....35**

Park Design Principles .....	36
------------------------------	----

## 4

### **SOFTSCAPE & HARDSCAPE ..... 39**

Softscape .....	40
Hardscape .....	41



# 5

## **PARK AMENITIES.....43**

Park Furnishings .....	44
Lighting .....	48
Fencing .....	48
Signage.....	50
Recreation & Play Amenities .....	52

# 6

## **ACCESSIBILITY & ADA REQUIREMENTS .....57**

Park Accessibility Standards .....	57
ADA Standards.....	58

# 7

## **UTILITIES, INFRASTRUCTURE, & IRRIGATION..... 61**

Green Infrastructure.....	62
Irrigation .....	63

## **APPENDICES ..... X**

Standard Specifications .....	X
Standard Details.....	X







# 1

## Introduction

### The Need for Consistent Standards

Heber City is set on establishing a world-class parks, trails, and open space system. As an emerging recreational destination and a rapidly growing community, ensuring that all parks in the city reflect an acceptable standard is a critical step for achieving this goal. The Heber City Park Standards establish a coordinated and comprehensive park design and development framework for existing and future parks in order to meet the needs and expectations of the city and its current and future residents.

Establishing minimum standards does not mean these spaces should be overly prescriptive or solely focused on meeting minimum requirements, looking identical, or containing the exact same features and equipment. Instead, it is anticipated that each park will be carefully designed to not only meet the minimum requirements, but also respond to the specific site, setting, and program, resulting in unique and engaging spaces.

## **PARKS STANDARDS GUIDING PRINCIPLES**

### **COMPREHENSIVE RECREATION SYSTEM**

Each park is part of a comprehensive recreation system that meets the needs and contributes to the high quality of life in Heber.

### **HIGH QUALITY DESIGN AND BRANDING**

High-quality park design and activities promote the Heber City “brand”, improve livability, and attract tourism.

### **EQUITABLE ACCESS**

Existing and future parks should be distributed in a manner that is equitable and ensures access within a maximum half-mile walking distance of every home in the community.

### **CONTEMPORARY STANDARDS**

Existing parks should be upgraded and future parks designed to meet the established standards.

### **CONTEXT SENSITIVE**

The site, setting and special needs of each park should be addressed through a professional design and development process.

### **ENVIRONMENTALLY RESPONSIBLE**

The Heber City park system should be sustainable and easy to maintain with water-conserving landscapes and dark sky friendly lighting.

### **A LIVING DOCUMENT**

The Heber City Park Standards is a living document that will change, be revised, updated and improved periodically as needed.



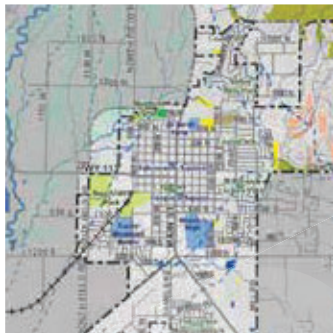
# Relationship to Other City Standards, Plans, & Ordinances

The Heber City Park standards support the overall Heber City Vision and complement other key plans, standards, codes, and ordinances as follows.



## **HEBER CITY ENVISION 2050**

This is a critical policy document that establishes the vision for Heber's future growth and development for the next several decades. It was established as part of highly engaged and comprehensive public involvement process that clarified the future vision for the park, trail, and open space system as well as other key aspects of the city. The plan includes a future land use map and graphic descriptions and development principles intended to ensure existing and future parks, trails and open spaces are implemented in a manner that meets long-term growth and development needs.



## **HEBER CITY PARKS, TRAILS AND OPEN SPACE MASTER PLAN**

The Heber City Parks, Trails and Open Space Master Plan builds upon Heber City Envision 2050, providing more detail regarding existing conditions and future needs, park service gaps, park priorities and levels of service. The plan acknowledges that Heber City is an active community with an identity intrinsically tied to its natural environment, which should be addressed in the design and development of its parks, trails and open space system.



## **ENVISION CENTRAL HEBER**

This planning process takes a careful look at the heart of the city, with a focus on Main Street, surrounding neighborhoods, and a planned recreation and tourism district near the train station. The plan explores growth and traffic enhancements in these areas while maintaining and enhancing the history, recreation opportunities, community spaces, business development opportunities and beauty of the greater downtown area.



## WASATCH COUNTY REGIONAL TRAILS MASTER PLAN

This plan was developed in close collaboration with Heber City as a framework for creating a connected system of trails throughout Wasatch County. It addresses regional facilities in Wasatch County, including trails, bike lanes, bike routes and trailheads. The plan also identifies specific standards for bikeways, suggests improved multi-use trails and urban soft surface trails, improved pedestrian trails, backcountry trails, and trail signage and wayfinding systems. The plan includes phasing recommendations for implementing the trail system countywide and within Heber City specifically.



## HEBER CITY TRAIL & LIGHTING STANDARDS

Heber City has adopted specific standards for trails and trail lighting, which have been codified in the Municipal Code (see [Chapter 18.118 - Trail Design Guidelines](#) and [18.78 - Lighting](#)). These serve as the basis upon which lighting standards for city parks were developed, and should be referenced as appropriate.



## C-2 AND C-4 ZONES DESIGN STANDARDS & GUIDELINES

Although these design guidelines were developed for specific commercial districts, they are an excellent reference for understanding the Heber City brand, themes, and aesthetic vision (see [C-2 and C-4 Zones Design Standards & Guidelines](#)). Preferred colors, building materials, and architectural styles in addition to design principles and styles are described in detail.





## HEBER CITY MUNICIPAL CODE

A compendium of key statutes, ordinances, codes and standards that apply in Heber City, including those that address design and development of parks. The following chapters provide specific guidance to the design and development of city parks:

**TABLE 1.1 - MUNICIPAL CODE RELEVANT TO CITY PARKS**

6 <a href="#">Animals</a>	13 <a href="#">Public Services</a>
8 <a href="#">Health and Sanitation</a>	15 <a href="#">Buildings and Construction</a>
10 <a href="#">Vehicles and Traffic</a>	18 <a href="#">Zoning</a>
12 <a href="#">Streets, Sidewalks and Public Places</a>	19 <a href="#">Heber City General Plan</a>



## HEBER CITY ENGINEERING STANDARDS

In addition to the engineering standards addressed in the Heber Municipal Code, standard Engineering Drawings and Specifications have been established that are aligned with the drawings and specifications for parks in this document. For current Heber City Engineering Standards see [heberut.gov/158/Engineering](http://heberut.gov/158/Engineering).

**Note:** The municipal code is updated and modified on a regular basis. Visit [heber.municipalcodeonline.com](http://heber.municipalcodeonline.com) to ensure the latest version is used.

# Applying the Standards

## WHERE THE PARK STANDARDS APPLY AND WHERE THEY DO NOT

The Heber City Park Standards apply specifically to new park design as well as retrofit and rehabilitation of existing parks and recreational facilities. These standards apply to all public parks and private parks that are intended to become publicly owned and operated in the future. The standards are therefore encouraged to be used for the design of all private parks and recreation facilities as well.

## FIXED VS. FLEXIBLE STANDARDS

A distinction is made throughout this document between fixed and flexible standards. Fixed standards are the same between all parks and are intended to be unchanging.

### Fixed Standards

As indicated by the name, fixed standards are predetermined and generally inflexible. They should be the same at all parks (see Table 1.2).

**TABLE 1.2 - FIXED PARK STANDARDS**

- |                               |                               |
|-------------------------------|-------------------------------|
| ▪ Level of Service (LOS)*     | ▪ Fencing                     |
| ▪ Softscape (plant materials) | ▪ Signage (Park Name only)    |
| ▪ Hardscape (paved surfaces)  | ▪ ADA/Accessibility           |
| ▪ Irrigation                  | ▪ Lighting/Electric/Utilities |

\*Note that the LOS will change based on park type and size, but will establish the minimums for developments .

### Flexible Standards

In order to ensure each park is unique and an example of great park design, flexible standards provide more flexibility while ensuring the minimum requirements are met (see Table 1.3).

**TABLE 1.3 - FLEXIBLE PARK STANDARDS**

- |  |  |
|--|--|
| ▪ Park Amenities <ul style="list-style-type: none"><li>▪ Furnishings, Structures and Architectural Features such as restrooms, shelters, trellises and gazebos</li></ul> | ▪ Special features and structures <ul style="list-style-type: none"><li>▪ Water features, splash pads, fountains and similar features</li><li>▪ Special park features such skate parks and demonstration gardens</li><li>▪ Themed elements and historic/cultural features</li><li>▪ Environmental and interactive art features such as Low Impact Design (LID) systems stormwater conveyance system, labyrinths and interpretive walkways</li><li>▪ Public art and sculpture</li></ul> |
| ▪ Recreation and Play Amenities  |  |



# End Users

## **PARK DESIGNERS**

The Heber City Park Standards are not a substitute for professional expertise, experience, and aesthetic judgment. It is assumed that professional landscape architects (PLAs), licensed in the State of Utah, shall be responsible for the design of all parks in Heber City. They shall utilize these guidelines to help ensure public safety, health, regulatory, and permitting requirements associated with the design and implementation of parks are met, and shall ensure that all applicable local, state, and federal laws, codes, and regulations are addressed and incorporated as required. Generally, the design of parks and open space shall be undertaken by project owners and developers, and reviewed and revised by the city.

## **CITY STAFF**

City staff will use these standards in conjunction with city policies and guidance documents, community desires and needs, and existing amenities in other parks when evaluating and managing park development projects. Their role is to help ensure that the design and specific elements for each park and open space meets the needs of the city and park system.

## **MEMBERS OF THE PUBLIC**

These guidelines are available to the public to help clarify the processes and standards that are in effect.



# Heber City: Heart of the Wasatch Back

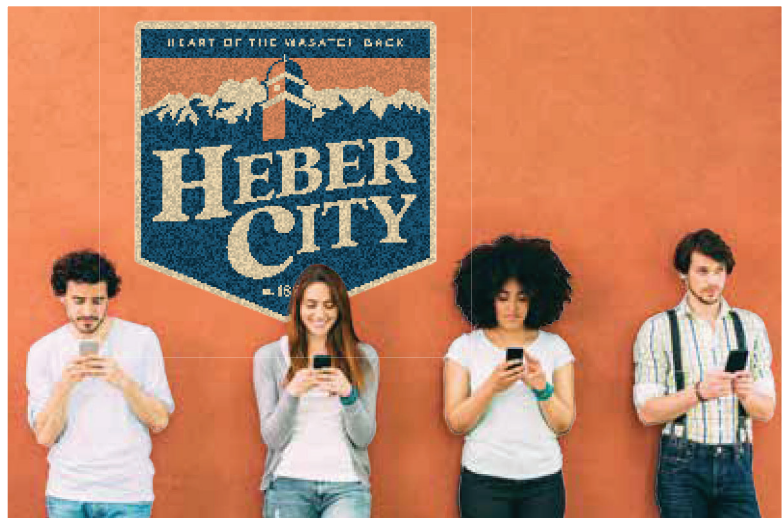
Heber City is nestled in a green valley, brimming with historic agricultural uses, the beautiful Provo River, and unmatched views of the Wasatch Mountains. This image of Heber City creates a strong sense of place, and the consistent application of the City brand, themes, and aesthetic vision is essential for achieving a cohesive park system. Park designers should be familiar with the Heber City brand and central themes (see Table 1.4) as well as the characteristics of the unique City districts and future land use areas. For further clarification, a land use and district map are found on pages 16 and 17 respectively, as well as in the Heber City Envision 2050 General Plan (adopted 2020) and Central Heber Vision Scenario (proposed 2023).

**TABLE 1.4 - HEBER CITY BRAND CENTRAL THEMES**

**Description:** The central themes of the City address focal points and commonalities that residents and visitors universally cite when describing the Heber Valley.



- Uniquely located at the center of the Wasatch Back. It is the economic hub of Wasatch County and the county seat.
- Sense of history and place in a beautiful mountain valley, and its welcoming and peaceful environment
- Open space & rural character
- Friendly neighborhoods and centers
- Diverse regional recreational opportunities





## CITY DISTRICTS

In addition to the overall Heber City brand, specific design standards have been developed for specific areas of the city. For example, the Municipal Code includes a special section for the North Village to help ensure a unified design and quality development is achieved through the use of high-quality materials, architecture, landscaping, and open space, as defined in the General Plan (see Table 1.5). Note that the “Mountain Modern” style referenced throughout this section shares the characteristics of the North Village.

**TABLE 1.5 - NORTH VILLAGE (NV) KEY CHARACTERISTICS**

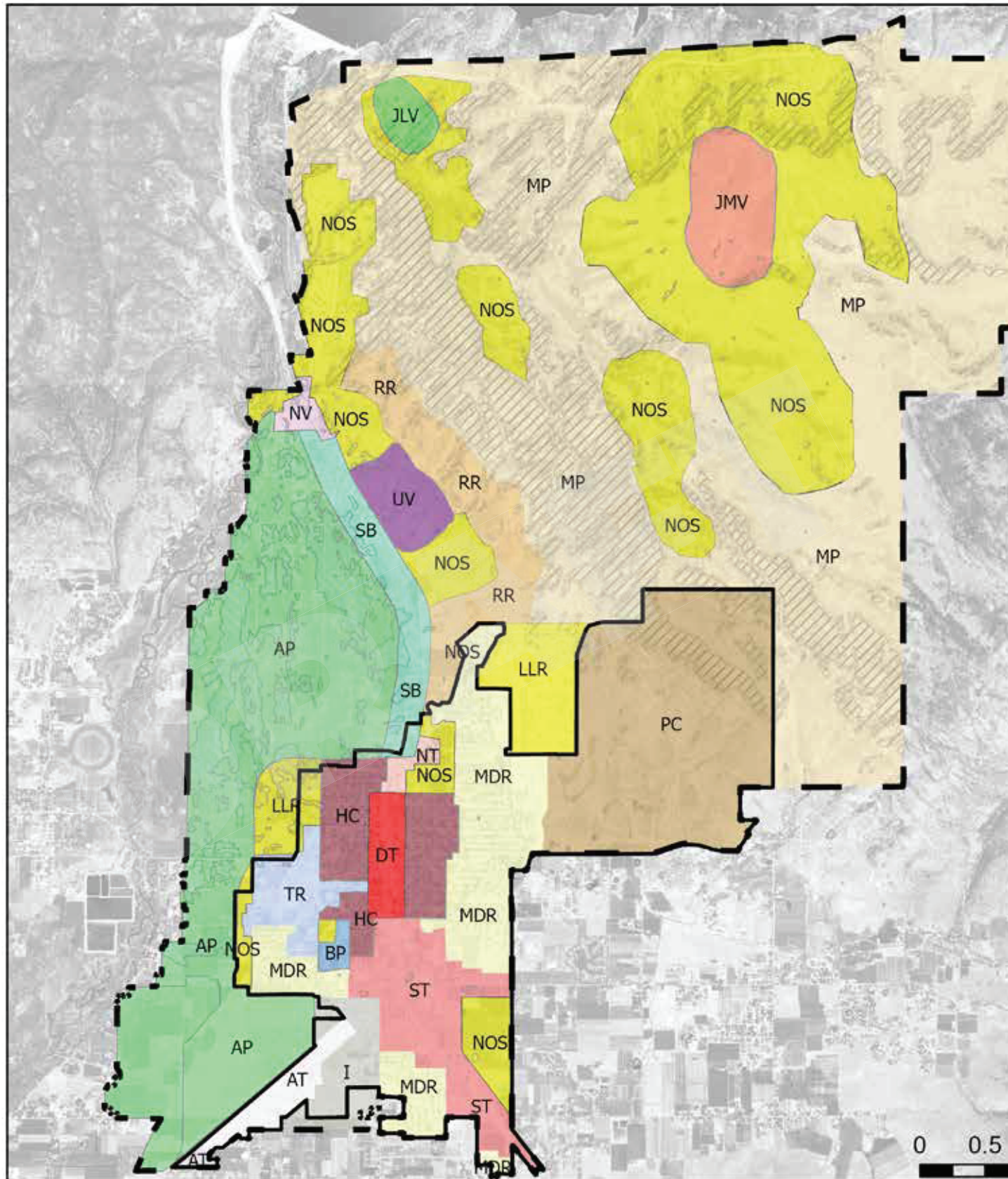
**Description:** A town center located at the major crossroads of Highway 40 and Highway 32, growth is anticipated to exceed many other areas of Heber due to the numerous developments occurring in both Summit and Wasatch Counties, including evolving ski resort destinations.

- Simple rustic detailing and ornamentation
- Stone/ brick or natural/ transparent stained wood
- Colors and materials blend with the natural setting
- Simple geometric forms
- Exposed structural elements





**MAP 1.1 - HEBER CITY FUTURE LAND USE MAP**



# FUTURE LAND USE

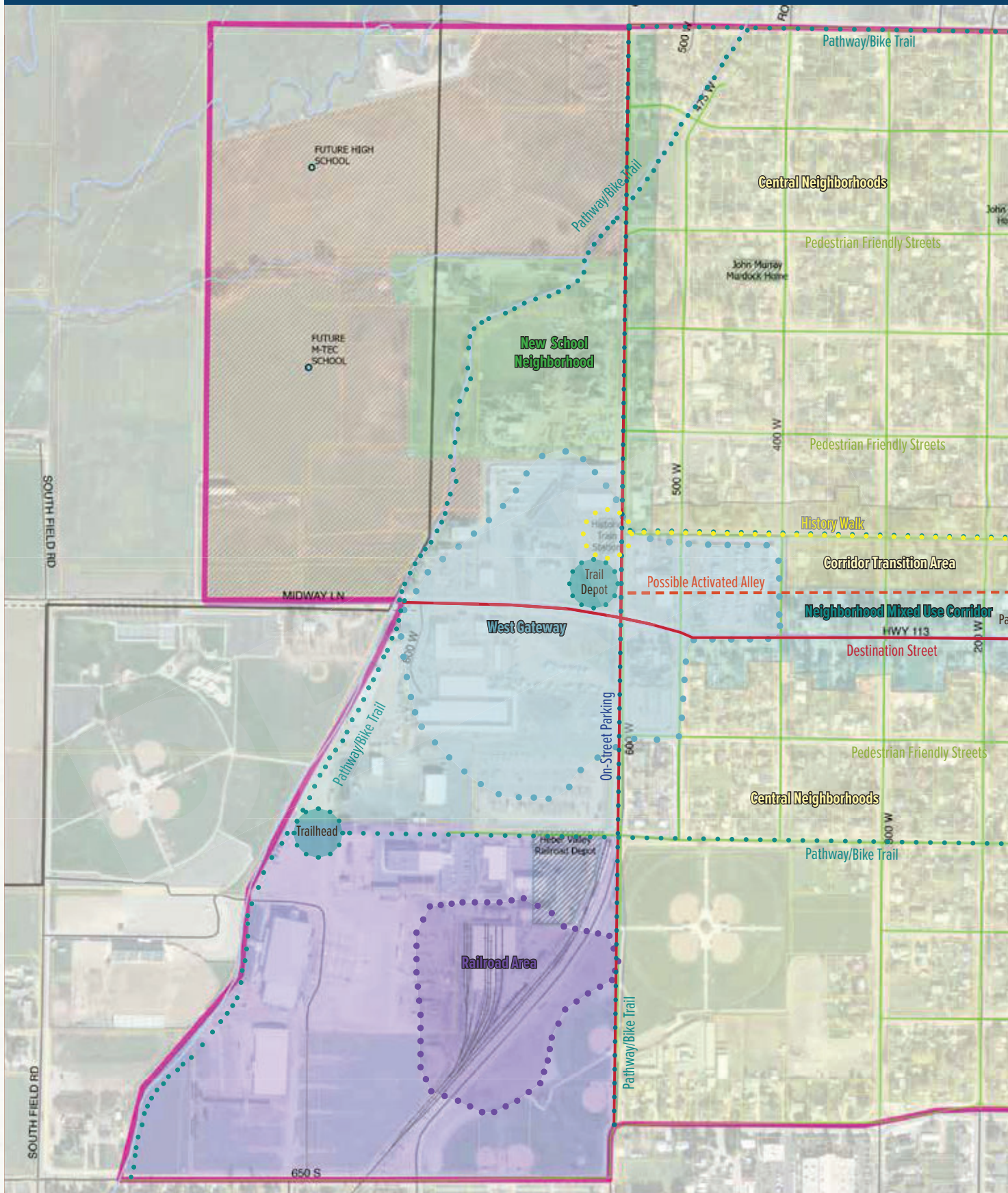
-  HEBER CITY
-  HEBER STUDY BOUNDARY
-  UNBUILDABLE SLOPES
-  WETLANDS
- FUTURE LAND USE**
- ACRONAME**
-  ST SOUTHTOWN
-  AP AGRICULTURE PRESERVATION
-  AT AIRPORT
-  BP BUSINESS PARK
-  DT DOWNTOWN
-  HC HISTORIC CORE
-  I INDUSTRIAL
-  JLV JORDANELLE LAKE VILLAGE
-  JMV JORDANELLE MOUNTAIN VILLAGE
-  LLR LARGE LOT RESIDENTIAL
-  MDR MEDIUM DENSITY RESIDENTIAL
-  MP MOUNTAIN PRESERVATION
-  NOS NEIGHBORHOOD W OPEN SPACE
-  NT NORTHTOWN
-  NV NORTH VILLAGE
-  PC PLANNED COMMUNITY
-  RR RURAL RESIDENTIAL
-  SB SCENIC BUFFER
-  TR TOURISM RECREATIONAL
-  UV UNIVERSITY VILLAGE



1 2 3 4 Miles



**MAP 1.2 - ENVISION CENTRAL HEBER CITY DISTRICT MAP**









## Emerging Districts

The following districts were identified as part of the Envision Central Heber project with unique themes and characteristics for design professionals to consider (see Table 1.6 - 1.8):

**TABLE 1.6 - RECREATION & TOURISM DISTRICT KEY CHARACTERISTICS**

**Description:** An outdoor-oriented district that lets Main Street “shine” while supporting local recreational activities and regional recreational destination pursuits.

- |                        |   |
|------------------------|---|
| ▪ Wide sidewalks       | ▪ Art/sculptures  |
| ▪ Benches              | ▪ Planters  |
| ▪ Outdoor dining areas | ▪ Attractive streetlights   |
| ▪ Street trees         | ▪ Classic materials and features  |
| ▪ Plaza space          | ▪ Modern/clean lines  |
| ▪ Fire pits/heaters    | ▪ Preferred building materials: brick, wood/composite siding, sandstone, timbers  |
| ▪ Bike racks           | ▪ Design standards requiring classic commercial features (e.g. storefront), but with flexibility for a variety of styles. |
| ▪ Activity structures  |   |





**TABLE 1.7 - CENTRAL NEIGHBORHOODS DISTRICT KEY CHARACTERISTICS**

**Description:** Pedestrian-friendly streets with an easy-to-access bike network, neighborhood parks, a potential alley pilot project between 100 South and Center Street, a history walk connecting the original train depot and the Civic Center Block, historic structures and homes enhanced.



**TABLE 1.8 - MAIN STREET DISTRICT KEY CHARACTERISTICS**

**Description:** Highly active destination Main Street featuring live/work/play/shop/dine/gather opportunities; historic/classic architecture in Historic Main District and historic themed but more flexible architecture in outer Main.

- Benches
- Outdoor dining areas
- Street trees
- Plaza space
- Fire pits/heaters,
- Bike racks
- Activity structures
- Art/sculptures
- Planters
- Attractive streetlights
- Mix of existing historic and new modern and traditional
- Preferred building materials: brick, sandstone, glass, timbers, rock
- Apply existing design standard for classic commercial requiring historic/classic commercial features (e.g. storefront), but with flexibility for a mix of styles
- Classical/historic building features encouraged.



## Future Land Use Districts

In addition to the emerging Central Heber Districts, the following land uses described in the Heber City Envision 2050 General Plan (adopted 2020) provide general direction and guidance for future decisions to expand, modify, or rehabilitate City infrastructure.

In order to ensure the brand and aesthetic vision is current and up to date, it is the responsibility of each professional designer to verify that they have reviewed the current version of the General Plan and other adopted policies, plans, and documents.

DISTRICT TYPE	USES	KEY CHARACTERISTICS
<b>Historic Core Neighborhood (HC)</b>	<p>Primary: single family dwellings on smaller lots, town homes, duplexes, triplexes, flexible infill, small multifamily buildings; consider bonus densities for higher quality architecture</p> <p>Secondary: connective and corner small scale retail/ restaurants, bed and breakfasts, community gardens, public facilities, churches</p>	A mixed neighborhood emphasizing a variety of housing types. Strong street connections to the downtown and the tourist center; bicycle and pedestrian friendly.
<b>Jordanelle Mountain Village (JMV)</b>	<p>Primary: commercial and service uses intended to reduce trip generation to other town centers</p> <p>Neighborhoods: low, medium and higher density residential areas on slopes less than 30%, clustering options, schools</p>	A mixed use town center intended to serve the significant population on the upper mountain area, characterized by Mountain Modern architecture and mixed uses that include gathering spaces. Natural lands are preserved. Roads with swales and trails, clustering options, small lot and townhome options, significant open space, natural areas, schools.

DISTRICT TYPE	USES	KEY CHARACTERISTICS
<b>Jordanelle Lake Village (JLV)</b>	<p>Primary: hospitality, mixed uses, service and commercial uses</p> <p>Secondary: medium to higher density residential, schools</p>	<p>A mixed use town center with adjacent neighborhoods to serve the region's growing recreation/tourism industry, characterized by Mountain Modern architecture and mixed uses that include gathering spaces. Development blends into the slopes, and natural lands are preserved.</p> <p>Roads with swales and trails, clustering options, small lot and townhome options, significant open space, natural areas.</p>
<b>Utah Valley University Village</b>	<p>Primary: an array of uses supportive to the University, including hospitality, training centers, small retail, gathering places, mixed use, and student housing.</p> <p>Secondary: tech uses, affordable housing</p>	<p>A mixed use village created to support the growth and desirability of the UVU campus, characterized by Mountain Modern architecture and vibrant pedestrian gathering places.</p>
<b>New Neighborhoods with Open Space (NOS)</b>	<p>Primary: SFDs Secondary: townhomes, small lot and attached housing</p>	<p>Small lot clusters, townhomes and open space achieved through clustering and generally located adjacent to centers.</p>
<b>Agricultural Preservation (AP)</b>	<p>Agricultural uses on large lot (20 acres), with minor residential use</p>	<p>Dairy, grazing and grazing supportive crops with a homestead. Agricultural areas provide separation between communities.</p>
<b>Mountain Preservation (MP)</b>	<p>Recreational uses using the preserved natural areas</p>	<p>Steep slopes over 30%, stream corridors, wetlands, areas providing separation between communities.</p> <p>Clustered housing with density transfers to the villages.</p>



DISTRICT TYPE	USES	KEY CHARACTERISTICS
<b>Scenic buffer (SB)</b>	Scenic highway corridors with adjacent trail systems, storm water retention and significant use setbacks	Natural and enhanced landscapes with trail systems adjacent to existing and proposed highways.
<b>Rural Residential (RR)</b>	Residential and agricultural mix in clustered patterns of development	Rural streetscapes with clustered housing and large open spaces in a natural, grazing, or agricultural use.
<b>Medium Density Residential (MDR)</b>	Primary: single family residential uses	Existing single family neighborhoods with a mix of suburban and rural street standards.
<b>Large Lot Residential (LLR)</b>	Primary: single family residential uses	Mostly existing single family neighborhoods with expansive views due to large separations between homes.
<b>Planned Community (PC)</b>	Primary: large lot single family homes	Existing neighborhood with significant open space and recreation uses.
<b>South Town Center (ST)</b>	<p>Primary: regional commercial/ office uses, health services, light manufacturing and tech businesses</p> <p>Secondary: medium to high density residential</p>	A mix of businesses catering to the regional larger scale needs of Wasatch County. Includes big box retail opportunities.
<b>North of Downtown Center (NT)</b>	<p>Primary: regional commercial/ office uses, health services, incubator business complexes</p> <p>Secondary: medium to high density residential</p>	A secondary regional hub.
<b>Business Park (BP)</b>	Office and tech uses	High quality design and architecture.
<b>Airport (AT)</b>	Airport and air traffic related uses	Runways, hangars, service shops and supportive commercial uses.
<b>Light Industrial (I)</b>	Manufacturing uses located generally within enclosed buildings, plus office warehouse uses	Limited outdoor storage and activity; may allow for accessory apartments.













# 2

## Park Type Standards

### Level Of Service (LOS) Standards

As detailed in the Heber City Parks, Trails and Open Space Master Plan (adopted 2021), establishing a clear Level of Service (LOS) for parks is essential for ensuring that existing and future park needs are met. The plan calls for a future LOS of 4.0 acres of park land to be provided for every 1,000 residents, equitably distributed throughout the city so that eventually a park or trail will be available to every household within a maximum half-mile walking distance. Generally, an emphasis should be placed on the quality of parks rather than the quantity (acreage).

Existing and future parks are expected to meet the high aspirational standards for quality amenities and design. In addition, extra vigilance is necessary to ensure existing and future parks are distributed in a manner that is equitable and achieves the ambitious goal of ensuring a maximum walking distance from home to the nearest park.





# Minimum Park Standards

Establishing minimum standards is not meant to be prescriptive or to suggest that every park should look similar and contain the same or indistinguishable features and equipment. Rather, it is assumed that each park will be funded at a level to allow the park to meet the established standard, and carefully designed to ensure each site is unique and aligned to the specific location.

In order to meet the needs and expectations of the city and its residents, all parks are required to provide a minimum level of amenities based on the size of each park in acres. “Amenities” encompass a broad range of features that will be used by park users, such as playgrounds, sport fields, furnishings, and restrooms. Individual park amenities, paired with a park’s overall design and setting contribute to the character and function for each park. **At least 10 points per 0.1 acre or 100 points per acre are required in the design of Heber parks** (see Table 2.2).

## SENSITIVE SITE ELEMENTS

Heber City recognizes that not all land is buildable or appropriate for development and that there are areas on which the intensity or type of development should be modified. Areas commonly referred to as “sensitive lands” provide beneficial uses, distinctive features, and natural settings that should be enhanced or preserved (see [Municipal Code Chapter 18.67 - Sensitive Lands](#)). At the discretion of the planning commission and city council, sensitive lands characteristics (see Table 2.1) may grant an applicant some leniency in determining amenity requirements. Points will be awarded based on the quality and usability of the land.

**TABLE 2.1 - SENSITIVE LANDS CHARACTERISTICS**

- |  |  |
|--|--|
| ▪ Steep slopes                                   | ▪ Significant gullies  |
| ▪ Significant rock outcroppings                  | ▪ Species protection   |
| ▪ Wetlands                                       | ▪ Wildfire/urban interfaces  |
| ▪ Avalanche zones                                | ▪ Flood plains   |
| ▪ Intermittent or constant flow stream corridors | ▪ Animal migration routes  |
| ▪ Ridgelines                                     | ▪ Soils and geotechnical considerations, such as fault lines, soil types, and depth to bedrock, and shallow water table levels |
| ▪ Springs  |  |





## PARK AMENITY REQUIREMENTS (POINTS WILL BE FINE-TUNED)

The following elements may be used to achieve the 10 points that are required per 0.1 acre (or 100 points per acre). Park features or elements that are not included in this table may be proposed by an applicant and are assigned points by the planning commission and city council. All parks are required to provide a mixture of amenities that are reflective of the park type (see pages 30-34).

TABLE 2.2 - AMENITIES/ PARK FEATURES	POINTS
Sports court (6,600 sq. ft. or 55' x 120')	100
Restroom (min. 190 sq. ft. and 2 stalls) (80 points per additional 2 stalls)	100
Multi-purpose sport fields (needs dimension)	50
Passive recreation area (needs dimension)	50
Trail, hard or soft surface (min. width to maximum 8ft.), excluding sidewalks along streets (per 100 linear feet). Trail and bike lane connections to other parks, open spaces, recreation amenities and community destinations should be included	6-8
Drinking Fountain (freeze resistant w/pet bowl & bottle filler)	5
Pavilion (per 100 sq. ft.)*	4
Shade structure (per 100 sq. ft.)	4
Public art or sculpture, artist commissioned	4
Picnic or dining table (6'-8'); bench or other seating (6'-8'), trash receptacle or similar furnishings. High-quality metal, powder-coat, selected from same series or model**	2
Bicycle rack (4+ bikes)	2
Trees (5)	2
Playground equipment, splash pad, skate, or other specialty play feature (per \$1,000)	2
Sensitive lands characteristics as determined by Heber City (awarded based on the quality and usability of the land)	0-100
Other special amenities and features approved by Heber City	0-100

\* 1 picnic table or equivalent is required for every 100 sq ft.

\*\* A minimum of one trash can is required for every pavilion and/or picnic/dining table

# Park Classifications

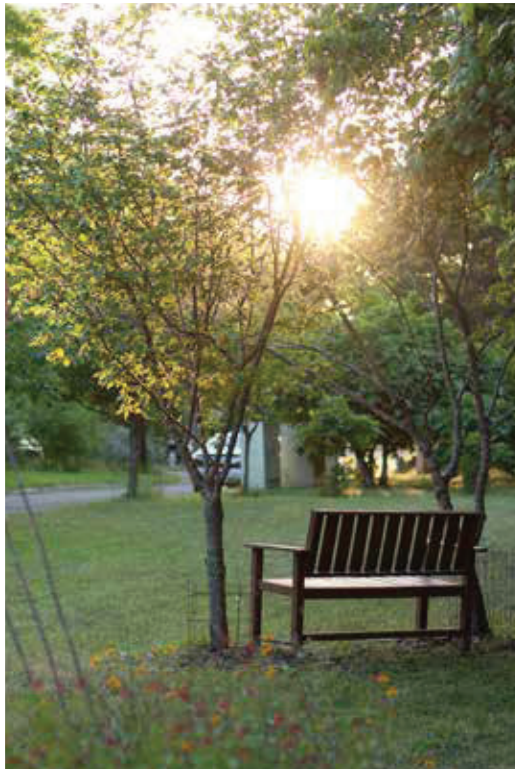
## LOCAL PARKS

### Less than 5 Acres

**Local Parks** are small (typically less than 5 acres) and provide limited amenities. They are also referred to as Common, Green, or Pocket Parks. While it should be noted that Local Parks are generally not supported in the Heber City Parks, Trails and Open Space Master Plan (adopted 2021), they should include the following minimum amenities in order to match their size and function (see Table 2.3):

**TABLE 2.3 - LOCAL PARK MINIMUM AMENITIES**

- Trees
- Picnic tables, benches, or other site furnishings
- 1 drinking fountain for anything larger than 2 acres or as otherwise determined by City staff
- Passive multi-use area(s)
- A covered shelter, pavilion or shade structure or a small playground, sport court or activity area
- Restrooms are costly and are not typically included (if restrooms are desired in the future, additional funding will be required)
- Focus on natural park functions and trail access rather than developed park amenities such as courts and fields





## NEIGHBORHOOD PARKS

### 3-10 acres

**Neighborhood Parks** are recommended as the primary park type for filling gaps in the park system. They generally provide the best value to the City and its residents by striking a balance between convenient access, and the level of amenities they provide. While the established size range for Neighborhood Parks is 3-10 acres, **a minimum of 5 acres should be the goal for future parks**, as this is considered the minimum threshold for ensuring efficient maintenance routines and for providing the highest level of play and recreation opportunity. Neighborhood Parks should include the following amenities (see Table 2.4):

**TABLE 2.4 - NEIGHBORHOOD PARK MINIMUM AMENITIES**

- |  |  |
|--|--|
| ▪ Trees  | ▪ Playground(s)  |
| ▪ Picnic tables or benches                                       | ▪ Sports field(s) (baseball, soccer, football and similar sports for casual play, pick-up games and training)  |
| ▪ 1 drinking fountain for every 5 acres                          | ▪ Trail and bike lane connections to other parks, open spaces, recreation amenities and community destinations |
| ▪ Passive multi-use area(s)                                      | ▪ Perimeter walking trail(s) where appropriate   |
| ▪ Small/Medium Pavilion(s)                                       |  |
| ▪ A restroom   |  |
| ▪ Sport court(s) (basketball, volleyball, pickleball and tennis) |  |



## COMMUNITY PARKS

### 10 - 30 Acres

**Community Parks** are larger parks that meet the needs of the entire community. They should be between 10-30 acres and include the following (see Table 2.5):

**TABLE 2.5 - COMMUNITY PARK MINIMUM AMENITIES**

- All the amenities and features in Neighborhood Parks
- At least one large pavilion
- At least one specialty feature, such as a sports complex, an aquatics facility, splash pad or arboretum
- At least one restroom, depending on size and need
- Community event infrastructure





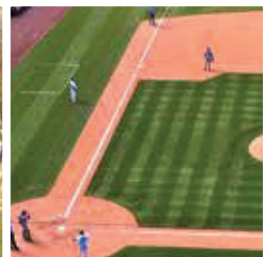
## REGIONAL PARKS

### 30+ Acres

**Regional Parks** are large, typically greater than 30 acres in size. They are the largest and most diverse park type, providing a wide range of amenities and features. Future city and county-owned Regional Parks should include the following (see Table 2.6):

**TABLE 2.6 - REGIONAL PARK MINIMUM AMENITIES**

- All the amenities and features in Community Parks
- Two or more specialty regional recreation features, such as a sports complex, an aquatics facility, splash pad or arboretum
- Two or more restrooms, depending on size and need
- Community event infrastructure





## URBAN GATHERING PLACES

### Vary in size

**Urban Gathering Places** are important for activating Heber's destinations and town centers. As such, they should provide the highest level of amenities. They are intended to provide high quality gathering places, incorporating amenities and features that engage local residents and encourage visitors to join in and return again and again. Urban gathering spaces vary in size, but should include many of the same minimum amenities and features found in Community and Regional Parks while also incorporating special amenities that provide a regional draw. They should include amenities that support 24/7 activity and contribute to a unified look and appeal as defined in the General Plan and Envision Central Heber. In summary, Urban Gathering Places should include the following (see Table 2.7):

**TABLE 2.7 - URBAN GATHERING PLACES MINIMUM AMENITIES**

- Amenities and features similar to those found in Community/Regional Parks as well as features such as plaza spaces, fire pits/ heaters, bike racks, activity structures, art/ sculptures, planters, fitness stations, and attractive streetlights
- Special destination amenities that provide a regional draw such as a performance and event venue, food and eating elements, destination play/water features, and special programming/branding
- Amenities that support 24/7 activity and contribute to a unified look and appeal as defined in the general plan





## CONSIDERATION OF SPECIAL PARK NEEDS & CHARACTERISTICS

These general park standards are primarily a function of the size and purpose of each park. In some cases, other characteristics may need to be considered when determining how to apply the standards.

For example, a park that is located in a natural setting should build upon those conditions, resulting in a simpler and less developed park better matching the context and setting. Another example is a park that is located in a district or neighborhood with a special theme, brand, or look. In such cases, those special conditions should be considered and evaluated in addition to the general standards.









A faded background image of a park. In the foreground, a large, dark, curved canopy structure is supported by metal poles. Below it, there is a playground with various equipment, including a climbing structure. In the background, there are houses and trees under a cloudy sky.

# 3

## Design Principles

Great parks require great designs. They rarely, if ever, just “happen.” Nearly all communities have public spaces and features that evolved without any type of strategic plan or organized process, and while these places are appreciated, they are not the destinations they could have been with the application of solid design approaches.

This section outlines seven park design principles that, when applied strategically, will result in quality, well-thought-out park spaces.

# PARK DESIGN PRINCIPLES



## **INCLUSIVE & WELCOMING**

Great parks make you feel good as soon as you arrive. They are open in their design, welcoming, and park visitors sense that they are in a safe place where they can relax, exercise, play with their kids, or make new friends.



## **SUSTAINABLE & RESILIENT**

Great parks embody environmentally responsible development strategies. Heber's parks are not only great places for people, but they incorporate natural systems and processes, conserve water and other natural resources, balance dark-sky lighting principles with public safety, and are designed with ecological processes in mind — incorporating them seamlessly.



## **BEAUTIFUL**

Great parks are filled with beautiful elements that are organized in ways that create balance, unity, rhythm, proportion, and interest.



## **SENSITIVE TO CONTEXT**

Great parks are a reflection of their context. For example, a park adjacent to a school will take into consideration the needs of the students next door and will be designed in such a way that their experience is maximized. A park located in a wooded or river setting will build upon those features, celebrating the unique features associated with those natural elements.





## **DESIGNED TO EVOLVE**

Great parks have longevity while also being able to respond to changes over time. A great park can adapt to meet the needs of new generations and respond to evolving activities and uses.



## **TIMELESS**

Great parks are timeless, reflecting the era in which they were designed. Some of the most innovative park designs retain their original look and feel even after being modified and changed to meet new needs.



## **MAINTAINABLE**

Great parks always involve and consider the needs of maintenance staff in the planning and design process, ensuring efficient maintenance processes and budgetary limitations are integrated into the design.







# 4

## Softscape & Hardscape

The process of landscape design involves programming both the hard and soft areas of a site in order to achieve desired goal and needs. When planning Heber's parks, one should consider hardscape and softscape activity requirements, maintenance, aesthetics, and functionality.

## Fixed Softscape

**Softscape** refers to the horticultural elements of a park that are composed of plant materials such as shrubs, trees, lawns and ground covers, and similar live and growing elements. Softscape also includes permeable surface treatments associated with the planted areas such as mulches (see Table 4.1).

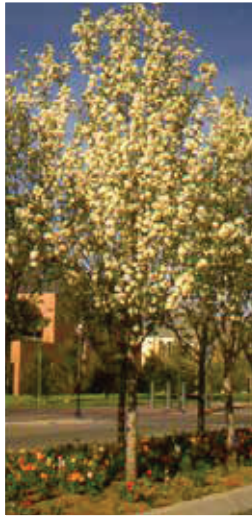
Softscape requires regular maintenance such as weed and nuisance management, lawn management and watering, and similar activities that ensure the park is functional and usable.

**See the appendices** for softscape standard specifications and details.

**TABLE 4.1 - SOFTSCAPE**

**Description:** Horticultural elements of a park composed of plant materials or other similar live, growing elements.

- Plant materials such as shrubs, trees, lawns, ground covers, and similar live and growing elements
- Surface treatments associated with planted and live materials such as mulches
- Requires regular weeding, nuisance management, lawn management, watering, and similar activities







Fixed

# Hardscape

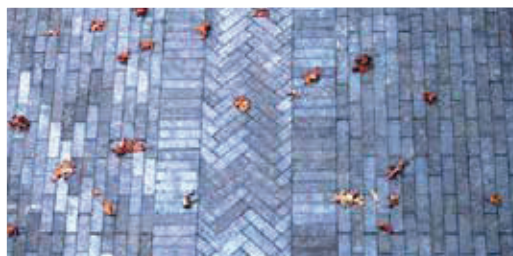
**Hardscape** refers to hard landscape materials in the built environment that are incorporated into a landscape. Hardscapes are typically impermeable, and include paved surfaces, driveways, retaining walls, stairs, walkways, and any other hard-wearing materials composed of wood, stone, metal and concrete (see Table 4.2).

Hardscape can also be defined spatially (e.g. plazas, gathering areas, sidewalks, paths and trails), by use (e.g. edging), and by material (e.g. concrete, asphalt, stone, decomposed and crushed stone, gravel, asphalt, metal and wood). **See the appendices** for hardscape standard specifications and details.

**TABLE 4.2 - HARDSCAPE**

**Description:** Hard landscape elements and materials in the built environment that are incorporated into a landscape.

- Includes paved surfaces, driveways, retaining walls, stairs, walkways, and other hard-wearing materials
- Hardscape can be defined spatially (plazas, gathering areas, sidewalks, paths, and trails)
- Hardscape can be defined by use (edging)
- Hardscape can be defined by material (concrete, asphalt, stone pavers, decomposed and crushed stone, gravel, asphalt, metal, and wood)











# 5

## Park Amenities

Park amenities encompass man-made features and structures in a park. Examples include:

- Furnishings such as benches, picnic tables, and trash receptacles
- Architectural features and structures (large and small) such as arbors, shelters, shade structures, restrooms, and storage facilities
- Playgrounds and play features
- Smaller features such as fences, walls, and lighting
- Special features that complete the park and make it unique such as public art, monuments, fountains, water features, and statues

In short, park amenities encompass all of the features that enhance one's enjoyment and comfort at the park. Park design often begins by addressing the primary use areas and ends with the selection of amenities that make the park a place that people want to visit regularly.

The following are typical standards and qualities that should be considered when designing and selecting park amenities in Heber City. Standard details and specifications are contained in the [appendices](#).



# Park Furnishings

Park furnishings should be limited to a select and unified range of features. Standards for park furnishings are as follows:

## SEATING AND BENCHES

When selecting seating and benches, the function of each park and the anticipated park users should be carefully considered. For example, if the park is located in a neighborhood with a greater concentration of elderly users, more benches and seating should be provided that include support for the arms and back. Materials should be selected that are comfortable, durable, and easy to clean such as powder-coated metal and recycled wood. The benches and seats should be selected from standard model lines, with flexibility provided for branding with the Heber City logo or the park name.



## PICNIC AND DINING FURNITURE

Picnic and dining furniture should be selected in a similar manner to park seats and benches, with special attention to ensure the needs of elderly, disabled, and users with special needs are addressed. These furnishings should complement the design and style of the other park furnishings, also incorporating opportunities for branding with the Heber City logo or park name.





## TRASH RECEPTACLES

To ensure the parks remain clean and attractive, an adequate number of trash receptacles should be located throughout the park with the greatest concentration in areas near picnic and dining areas, seating and assembly areas, and locations where people tend to gather such as entry plazas. The receptacles should complement the other park furnishings and be optimally located near seating and activity areas — close enough to be functional, yet far enough away to separate park users from any generated smells. Specific models should be selected that facilitate simple and routine maintenance.



## BIKE RACKS

Heber is an active community that will soon be connected by a coordinated trail system. Since many people will be riding their bikes to the city's parks and open spaces, the provision of robust bike racks at park destinations is essential. Factors such as ease of locking, proximity to the destination point, and high visibility should be taken into consideration. Bike racks should be embedded or surface mounted with tamper-proof bolts and feature thick metal bars at an appropriate height for easy and effective locking (meaning the bike frame and at least one wheel can easily be secured). Bike racks should be unified with the design of the other park furnishings.





## DRINKING FOUNTAINS

Drinking fountains should be located in high-activity areas of the park such as picnic areas and sports facilities. They should be carefully selected to match the health and utility standards in Heber City, and should generally match the look and appearance of the other park furnishing. Drinking fountains should be fabricated from materials that are weather proof, vandal resistant, and easy to maintain. Drinking fountains should be selected to meet special needs such as filling water bottles and providing drinking water for dogs.



## BUILDINGS AND ARCHITECTURAL FEATURES

Building and architectural features will vary depending on the specific needs and requirements of each park, requiring a high level of flexibility when designing and selecting these features. Whether specially designed or pre-fabricated, buildings and architectural features should meet the functional and design needs of the city, the surrounding neighborhood or district, and the park itself. Examples of key park buildings and architectural features include park shelters, pavilions, arbors, shade structures, and restrooms.





## RESTROOMS

Restrooms are critical for conveying a high-quality impression of Heber's parks. They should be specially-designed or customized to ensure they meet both the functional and aesthetic needs of the park. Restrooms preferably are custom designed, and if a pre-fabricated structure is used it should meet the same design, functional needs, and requirements.



## SPECIAL AMENITIES AND FEATURES

Special amenities and features include water features, splash pads, monuments, sculpture and public art, to name a few. Such features will vary depending on the specific function and vision for each park, and can contribute to a more complete park experience. Due to the variability of such features, they should be implemented with a higher level of flexibility and review than more standard park features and elements.



## Fixed Lighting

Park lighting should build upon the established lighting standards (see [Municipal Code Chapter 18.78 - Lighting](#)) and the engineering standard drawings and specifications for trail lighting. Park and park pathway lighting styles should be coordinated with the other park furnishings to provide a unified appearance while allowing flexibility to meet the specific needs of each park.

Park lights should utilize a coordinated system of bollards and pedestrian-scale light poles in addition to the lighting of key buildings and structures. Specific light fixtures should be selected from a single model-line. Park lighting should meet established lighting requirements, be high quality, dark-sky compliant, and utilize powder-coated metal poles and rust-resistant lighting housings.



## Fixed Fencing

In order to ensure Heber City parks are safe and secure, a unified and consistent fencing treatment is required.

### **DIFFERENT FENCES FOR DIFFERENT PURPOSES**

Fences are structures which serve as an enclosure, barrier, or boundary and a fence's design should reflect its purpose. The outer edges of Heber City parks should be a split rail or open farm fence style, similar to those found throughout the Heber Valley. In areas of the park that abut residential and commercial properties, a solid privacy fence is required. A greater level of flexibility and latitude is provided to meet special or unanticipated fencing needs. See the [Appendices](#) for details and specifications.



## FENCING PRINCIPLES

### Safe and Functional

The type of fencing should reflect the type of park or playground and be sensitive to those who frequent it. Playgrounds for small children, dog parks, and areas that are secured at night should utilize fencing that prevents climbing or jumping over. Fence openings should be tight enough to prevent a child or pet from getting stuck. Areas of the park that need to be secured should include lockable gates. Sports fields usually require taller fences in locations closest to direct play areas and lower barriers further from active play. If a fence is required in a natural park or walking trail, a more organic design would be appropriate.

### Strong and Durable

All fence types should be high-quality, durable, and match the specific need, setting, and park design vision. Wood and timber fences will decompose over time and may require more maintenance while metal fences typically last longer and tend to be stronger.

### Attractive and Suitable

An attractive fence that matches the aesthetics of the park and reinforces the Heber City “brand” will help ensure the look of each park is unified and attractive as well as safe and secure.

### Meets Regulation and Code Requirements

Heber City zoning regulations and codes control many of the aspects of fence selection. The height, type, distance from the road, and other physical details of a fence must match the legal requirements of the city.



## Fixed Signage

Park signage performs multiple functions. It provides information and directions to help people find their way around the park, enhances learning experiences, helps maintain the image of the park, and communicates park rules. The best park signage is usually minimized, providing the necessary information and message without demanding undue attention. Park signage can be specific for the park system or part of a unified wayfinding signage system, but in either case it should be clear and concise.

Since a city-wide park signage system has not yet been developed, Heber City's parks should be limited to Naming Signs (also known as Entry Signs). These signs alert pedestrians, cyclists, and motorists that they have arrived at a specific park. The size of the signs vary according to the intended group of users with vehicle-oriented signs generally being larger than pedestrian or cyclist-oriented signage.

Signage for the site must be developed and integrated into the overall site during site design stages rather than as an afterthought, giving consideration to placement of landscaping areas. **CHOSEN SIGN STANDARD** must meet the standards of **Chapter X** of the code.

### STONE MONUMENT/ LANDSCAPE ENTRY SIGNS

Large engraved rock and natural stone entry monument signs re-enforce the Heber City brand identity while offering a unique range of shapes and sizes.





## MIXED MATERIAL ENTRY SIGNS

Description pending decision.





# Recreation and Play Amenities

Playgrounds are essential, safe places where children can get out and be active while developing cognitive, physical, social, and emotional skills. They are important amenities where people of all ages, abilities, and backgrounds gather to play, exercise, and interact.

The best playgrounds are carefully designed to maximize “play value” and similar opportunities for children to explore, exercise, and build confidence. Each park playground must be designed in such a way to best serve children, families, and the community.





## PLAYGROUND PRINCIPLES

### Aligned with City Vision

Playgrounds should be aligned with the Heber City vision.

### Personal safety

Playgrounds should be safe. Heber's parks should be designed according to Crime Policing Through Environmental Design (CPTED) principles, which alter the playground environment to prevent and reduce crime, and reduce criminal opportunities. Visit [cpted.net](http://cpted.net) to learn more.

### Provide High Play Value

Playgrounds should provide high play value and include different types of play opportunities. While many playgrounds focus on active, physical types of play, the best playgrounds challenge children to explore and grow by providing opportunities to engage in different types of play (see Table 5.1):

**TABLE 5.1 - HIGH VALUE PLAY**

- **Active Play:** Running, jumping, climbing, twirling, swinging, spinning, and rolling around. Moving your body up, down, and around.
- **Sensory Play:** Touching different interesting textures, smelling flowers and plants, hearing music and sounds, seeing different perspectives and angles in addition to beautiful shapes and colors.
- **Creative Play:** Role playing, acting, singing, drumming, and dancing. Creative expression allows children to communicate and connect.
- **Reflective Play:** Watching, resting, reflecting, thinking, and daydreaming.
- **Imaginative Play:** Dressing up, make-believe, and pretend play. Play houses, pretend ships, vehicles, and props allow children to act out imaginary scenes and adopt roles.
- **Manipulative Play:** Handling, building, molding, manipulating, sifting, pouring, scooping, stacking, combining, and altering.
- **Social Play:** Talking, sharing, cooperating, taking turns, following rules, and playing sports.



## **Design Safety**

Playgrounds should provide safe play equipment and structures. This begins by investing in the most up-to-date equipment that adheres to strict safety guidelines and professional installation practices.

## **Context Sensitive**

Playgrounds need to consider the surrounding environment and setting in order to ensure play value is maximized.

## **Age Appropriate**

Playgrounds should be age appropriate, with separate play areas and amenities provided for children under 5 years old and those from 5 to 12 years and older.

## **Include Variety**

Playgrounds should include a variety of equipment, and be supported by other amenities such as benches and seating areas, tables, shade structures, and trash receptacles. They should include comfortable places for caretakers to sit and observe, and for children to take breaks between play.

## **Include High Quality Fall Surfacing**

Playgrounds should include high-quality and safe “fall surfacing” that meets playground safety standards, is aesthetically appealing, and easy to maintain.

## **Sense of Place**

Playgrounds should create a sense of place which fosters a sense of community pride and belonging.

## **Encourage Creativity**

Playgrounds should be designed with trust for children’s creativity. Children are creative and will find ways to play that often aren’t anticipated. A good playground should encourage children’s creativity to take the lead.

## **Encourage Exploration**

Playgrounds should provide opportunities for exploring. The magic of a playground sometimes lies more in the little details than the structures and large features. A well-designed playground includes small wonders that can be discovered while playing.

## **Provides Well-connected elements that “Flow”**

Playgrounds should “flow”. Children at play do not move in straight lines. Good flow allow children to find different directions and explore each time they step into the play space. A playground that flows has well-connected play components.

## **All abilities**

Playgrounds should be designed for all abilities and beyond. Consider the needs of children of different mental and physical abilities, ages, and strengths, but avoid segregating children of different abilities. Focus instead on opportunities for children of all abilities to interact and play together.

## **Design with nature**

Playgrounds should work with, not against nature. Incorporate nature into your design as much as possible, and think about how to work with the natural features that already exist in your space.













# 6

## Accessibility & ADA Requirements

### Park Accessibility Standards

Parks and recreation facilities play a critical role in community wellness by providing a positive environment for physical activity and inclusion. When barriers prohibit use of the park by a child with special needs, the opportunity for play and physical activity is lost. The presence of physical barriers can prevent children with disabilities from accessing all play elements on the playground. Most significantly, inclusive play between children with disabilities and children without disabilities is diminished when the playground does not have accessible equipment and surfaces. Physical barriers also prohibit adult caregivers with disabilities from engaging with their children and responding when a child is in need of assistance.

The Department of Justice's Americans with Disabilities Act (ADA) of 1990 is a federal law prohibiting discrimination on the basis of disability, ensuring equal access and benefit to all people. Stemming from ADA, [the 2010 ADA Standards for Accessible Design](#) establishes accessibility standards for public facilities that can be enforced under a federal court of law.

Before proceeding with the design of Heber City parks, visit [ada.gov](#) for up-to-date information on ADA requirements and accessible play areas.



Fixed

# ADA Standards

## APPLYING ADA STANDARDS TO PARK DESIGN

According to ADA, an accessible playground is one that offers a range of play experiences to children of varying abilities. Accessible playgrounds provide the following elements (see Table 6.1):

**TABLE 6.1 - ACCESSIBLE PLAYGROUNDS**

- An accessible path from the building or parking lot to the edge of the play area.
- An accessible path from the edge of the play area to the play equipment.
- Surfacing that complies with ASTM 1951 (Determination of Accessibility of Surface Systems Under and Around Playground Equipment).
- Accessible parking spaces nearby that meet ADA standards.
- Outdoor play areas for children ages 2 or older should be given equal opportunity to play. Playground equipment and facilities constructed or altered on or after March 15, 2012, must comply with the 2010 ADA Standards for Accessible Design.
- Once a child is in the play area, they must be able to access the play equipment by either moving out of their mobility device onto the playground structure (such as a transfer station) or by direct play structure access in their mobility device (such as a ramp).





## ACCESSIBLE PLAYGROUND DISTINCTIONS

The very philosophy of public parks is that all people—regardless of race, ethnicity, age, income level, physical ability, sexual orientation, gender or religion – can take advantage of the park facilities, places, and spaces that make Heber a great community. There are many terms that define all abilities parks and play, which are for the most part interchangeable. However, there are some differences.

### ADA Compliant Park or Playground

An ADA compliant park or playground meets all of the Americans with Disabilities Act regulations for playgrounds. It is the least you can do according to the law. In Heber City's parks and playgrounds, meeting ADA requirements is the baseline, and accessible and inclusive park elements should always be considered.

### Accessible Park or Playground

Accessibility refers to the ease at which something can be used, reached, or entered. Accessible playgrounds are those that have gone beyond ADA to ensure that people using wheelchairs or other mobility devices can use the playground. In Heber City, all parks and playgrounds should be accessible.

### Inclusive Park or Playground

Inclusion is ensuring that people feel that they belong, are engaged, and connected. Inclusive playgrounds are designed specifically to ensure that children of all abilities can play together — going beyond simply being wheelchair accessible. All inclusive playgrounds are accessible, but not all accessible playgrounds are necessarily inclusive. In Heber City, all parks and playgrounds strive to be inclusive to the greatest degree possible.











# 7

## Park Utilities, Infrastructure, & Irrigation

The electrical, sewer, water, and other utilities required in Heber's parks must meet established engineering and code requirements. Similarly, roadways, parking, stormwater, and similar infrastructure must meet current planning and engineering requirements.

See Heber City Engineering and Planning codes for general details, and contact city staff to ensure these applicable city standards are understood and correctly addressed in the park design.





Flexible

## Green Infrastructure

Green infrastructure (also known as Low Impact Development or LID) offers a way to strategically create or enhance park amenities through more natural systems. Green infrastructure practices help infiltrate stormwater and enhance park topography, reduce maintenance, improve drainage, reduce erosion, improve vegetation health, and eliminate standing water. Substituting high maintenance vegetation (such as turf) to lower maintenance native vegetation can reduce the need for supplemental water and other inputs such as fertilizers and pesticides. Mowing and weeding frequency may also be reduced through the proper implementation of low impact development principles.





## Fixed Irrigation

It is well documented that Utah is one of the driest states in the nation, second only to Nevada. This fact, along with a traditionally high level of water consumption and rapid population growth, has brought water conservation to the forefront of the natural resource issues we face.

Parks are often seen as a sort of “welcome mat” for the community. The promise of soft, green grass, robust sports fields, and well-tended trails often conflicts with the need to conserve water. Taking proactive steps in water use and turf-management strategies will only become more important over time and Heber City should ensure that the park irrigation standards address the changes ahead.

The Municipal Code and [appendices](#) provide up-to-date, water-conserving design and irrigation ordinances, standards, details, and specifications. When designing a water-conserving irrigation system, key elements to be considered include the following (see Table 7.1):

**TABLE 7.1 - WATER CONSERVING IRRIGATION SYSTEM KEY ELEMENTS**

- |                         |  |
|-------------------------|--|
| ▪ Backflow Preventers   | ▪ Piping                               |
| ▪ Booster Pump Assembly | ▪ Quick Couplers and Valves            |
| ▪ Controller            | ▪ Sprinkler Heads                      |
| ▪ Flow Meter            | ▪ Baseball/Softball infield Irrigation |
| ▪ Meter                 |  |



# STANDARD LANDSCAPE DRAWINGS

## TABLE OF CONTENTS

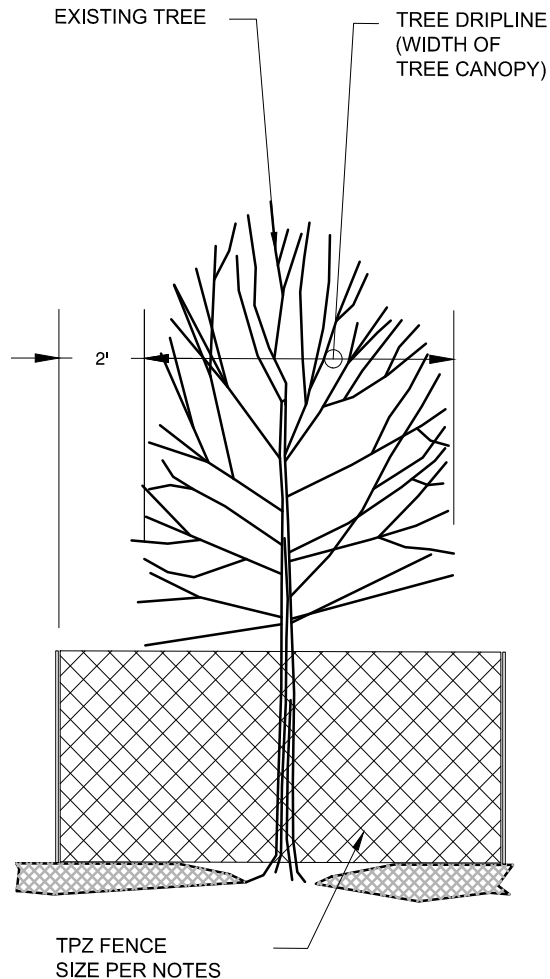
<u>Drawing No.</u>	<u>Last Rev.</u>	<u>Drawing Name</u>
Tree Protection-1	06/23	Temporary Tree Protection
Tree Protection-2	06/23	Temporary Tree Protection - Sign
Tree Protection-3	06/23	Temporary Tree Protection - Notes
Landscape Irrigation-1	06/23	Point of Connection (POC) Schematic – PI Larger than 2”
Landscape Irrigation-2	06/23	Point of Connection (POC) Schematic – PI 2” and Smaller
Landscape Irrigation-3	06/23	Point of Connection (POC) Schematic – Culinary Larger than 2”
Landscape Irrigation-4	06/23	Point of Connection (POC) Schematic – Culinary 2” and Smaller
Landscape Irrigation-5	06/23	Stop and Waste Valve
Landscape Irrigation-6	06/23	Isolation Valve
Landscape Irrigation-7	06/23	Main Line Filter
Landscape Irrigation-8	06/23	Filter Flush Sump - Large
Landscape Irrigation-9	06/23	Filter Flush Sump - Small
Landscape Irrigation-10	06/23	Backflow Preventer (1”-2”)
Landscape Irrigation-11	06/23	Backflow Preventer (4”-8”)
Landscape Irrigation-12	06/23	1-1/2” – 2” Master Valve / Flow Sensor
Landscape Irrigation-13	06/23	3”- 6” Master Valve / Flow Sensor
Landscape Irrigation-14	06/23	Quick Coupler
Landscape Irrigation-15	06/23	Manual Drain Valve
Landscape Irrigation-16	06/23	Pipe Trenching
Landscape Irrigation-17	06/23	Pipe Sleeves
Landscape Irrigation-18	06/23	Automatic Control Valve
Landscape Irrigation-19	06/23	Spray/Bubbler/Rotory Head
Landscape Irrigation-20	06/23	Rotor Head
Landscape Irrigation-21	06/23	Automatic Drip Control Valve
Landscape Irrigation-22	06/23	Pop-Up Drip System Indicator
Landscape Irrigation-23	06/23	PVC Header and Emitter Tubing
Landscape Irrigation-24	06/23	PVC-Emitter Tubing Transition and Staking
Landscape Irrigation-25	06/23	Drip Line Flush Valves
Landscape Irrigation-26	06/23	Typical Dripline Layout
Landscape Irrigation-27	06/23	Tree Root Watering System
Landscape Irrigation-28	06/23	WeatherTRAK Optiflow XR Front Entry Enclosure
Landscape Irrigation-29	06/23	Irrigation Controller Grounding
Landscape Irrigation-30	06/23	Irrigation 2-Wire Grounding



# STANDARD LANDSCAPE DRAWINGS

## TABLE OF CONTENTS

<u>Drawing No.</u>	<u>Last Rev.</u>	<u>Drawing Name</u>
Landscape Planting-1	06/23	Deciduous Tree Planting
Landscape Planting-2	06/23	Deciduous Tree Staking
Landscape Planting-3	06/23	Evergreen Tree Planting
Landscape Planting-4	06/23	Evergreen Tree Guying
Landscape Planting-5	06/23	Shrub Planting
Landscape Planting-6	06/23	Planting Bed Preparation



#### EXISTING TREE PROTECTION

1. EXISTING TREES WITHIN CONTRACT LIMIT LINE SHALL BE PROTECTED WITH A TREE PROTECTION FENCE.
2. CONTRACTOR TO SUBMIT A TREE PROTECTION PLAN FOR APPROVAL. PLAN TO INCLUDE METHODS OF FENCING, EMPLOYEE EDUCATION, SIGNAGE, TEMPORARY IRRIGATION, ETC.
3. ENGAGE A CERTIFIED ARBORIST FOR ANY REQUIRED PRUNING, ANALYSIS, AND RECOMMENDATIONS. ARBORIST MUST VISIT THE PROJECT AT LEAST MONTHLY AND PROVIDE AN OBSERVATION REPORT.
4. TREE PROTECTION FENCE TO BE GENERALLY TWO FEET PAST THE DRIP LINE OF THE TREE. CONTRACTOR TO COORDINATE WITH HEBER CITY ARBORIST AND PROJECT MANAGER FOR EXACT LOCATIONS.
5. PRUNING AND ANY TIEBACK OF LIMBS WILL BE COMPLETED BY HEBER CITY WITH PROJECT FUNDING.
6. PROVIDE FENCING (4' MINIMUM HEIGHT) AND SIGNAGE INDICATING THE FENCE IS FOR TREE PROTECTION.
7. PROVIDE TEMPORARY IRRIGATION. CONTRACTOR TO WATER AS NOTED IN TREE PROTECTION PLAN.
8. DO NOT STORE OR PLACE CONSTRUCTION MATERIALS, VEHICLES, OR MACHINERY WITHIN THE FENCED PROTECTION AREA.
9. TREE PROTECTION FENCING MUST BE IN PLACE BEFORE DEMOLITION AND GRADING ACTIVITIES BEGIN.

#### TEMPORARY TREE PROTECTION

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 SCALE: N.T.S.  
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HEBER CITY  
 STANDARD DRAWING



# Tree Protection Zone

DO NOT REMOVE, ADJUST, OR  
ENCROACH ON THIS FENCING.

NO CONSTRUCTION RELATED MATERIALS, SUPPLIES OR  
EQUIPMENT ARE PERMITTED WITHIN THE FENCED AREA.

FOR MORE INFORMATION CALL:

OWNER'S AUTHORIZED REPRESENTATIVE -  
XXX-XXX-XXXX  
CONTRACTOR'S REPRESENTATIVE -  
XXX-XXX-XXXX

## TREE PROTECTION ZONE SIGNAGE INSTRUCTIONS

SIGN TO BE 8.5" X 11" MINIMUM.

REPRODUCE THIS SIGN ENOUGH TIMES THAT IT CAN BE PLACED ON EACH LINEAR SPAN OF TREE  
PROTECTION FENCE .

PLASTIC LAMINATE THE SIGNS FOR WEATHER RESISTANCE.

AFFIX THE FILLED IN AND LAMINATED SIGNS TO THE TREE PROTECTION FENCING USING ZIP OR TWIST TIES.

PLACE SIGN ON FENCING SO IT IS VISIBLE TO CONSTRUCTION PERSONNEL AND FROM THE SIDEWALK.

KEEP THE SIGN IN READABLE CONDITION FOR THE ENTIRE DURATION OF THE PROJECT.

TEMPORARY TREE PROTECTION - SIGN

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SCALE: N.T.S.  
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HEBER CITY, UTAH 84032  
(435) 654-0757



HEBER CITY  
STANDARD DRAWING

TREE PROTECTION-2 Page 75 of 380

**TREE PROTECTION NOTES**  
**PROJECT CONSTRUCTION DOCUMENTS REQUIRE THE PROTECTION OF TREES DURING CONSTRUCTION.**

THE URBAN FOREST CONTRIBUTES GREATLY TO THE ENVIRONMENT, QUALITY OF LIFE AND PROPERTY VALUE. TREE PROTECTION IS DESIGNED TO PRESERVE AND PROTECT TREE HEALTH BY AVOIDING DAMAGE TO TREE ROOTS, TRUNK AND CROWN. PROTECTING AND PRESERVING TREES WILL REDUCE LONG TERM MAINTENANCE COSTS AND TREE REPLACEMENT COST.

TREE ROOTS SERVE FOUR PRIMARY FUNCTIONS: ABSORPTION, CONDUCTION, STORAGE, AND ANCHORAGE. ALTHOUGH ROOT CUTTING USUALLY DOES NOT RESULT IN IMMEDIATE VISIBLE CHANGES TO THE TREE, CONSTRUCTION ACTIVITIES CAN CAUSE IRREPARABLE DAMAGE TO TREES SUCH AS THE DEATH OF THE ENTIRE TREE OR LARGE PORTIONS OF THE TREE, AND COMPROMISED ANCHORAGE FROM DESTROYED ROOT SYSTEMS, ALL OF WHICH ARE GREAT PUBLIC SAFETY CONCERNS BECAUSE OF THE INCREASE OF THE LIKELIHOOD OF TREE FAILURE.

TREE ROOTS OFTEN SPREAD TWO TO THREE TIMES WIDER THAN THE DRIP LINE OF THE CANOPY. NINETY PERCENT OF A TREE'S ROOTS ARE FOUND IN THE TOP EIGHTEEN INCHES OF SOIL. THESE FACTS ILLUSTRATE WHY IT IS SO IMPORTANT TO USE CARE WHEN WORKING NEAR EXISTING TREES.

**TREE PROTECTION GUIDELINES FOR CONSTRUCTION SITES**

- PRIOR TO BEGINNING DEMOLITION OR CONSTRUCTION WORK NEAR TREES ON SITE, THE FOLLOWING TREE PROTECTION PLAN SHALL BE IMPLEMENTED:
1. TREE PROTECTION PRACTICES WILL INCLUDE ESTABLISHING THE TREE PROTECTION ZONE (HEREIN KNOWN AS TPZ). THE TPZ WILL BE THE AREA WITHIN THE DRIP LINE PLUS 2-FEET. **WHEN TREES ARE IN THE PARKSTRIP OR NARROW LANDSCAPE, THE TPZ WILL BE THE ENTIRE LANDSCAPE AREA OF THE PARKSTRIP FROM CURB TO SIDEWALK OR BUILDING.** THE TPZ WILL BE DEFINED BY 6' TALL CHAIN LINK FENCING. FENCING WILL BE ERECTED WITH FREE STANDING POSTS, NOT POSTS DRIVEN INTO THE GROUND/ROOT SYSTEM. THERE SHALL BE APPROPRIATE SIGNAGE POSTED ON EACH LINEAR SPAN OF THE FENCE (SEE DETAIL). THE TPZ FENCING AND SIGNAGE WILL REMAIN UNTIL THE PROJECT IS COMPLETE OR CERTIFICATE OF OCCUPANCY HAS BEEN AUTHORIZED.  
**THERE WILL BE NO MECHANICAL DIGGING, TRENCHING, OR GRADING; AND NO STORING OF MATERIALS OR EQUIPMENT IN THE TPZ.**
  2. ALL TREES ARE TO REMAIN PROTECTED, UNLESS GIVEN APPROVAL AND PERMITTED FOR REMOVAL BY THE OWNER'S AUTHORIZED REPRESENTATIVE. IF TREES ARE DAMAGED OR DESTROYED (ABOVE GROUND OR BELOW GROUND) DUE TO CONSTRUCTION ACTIVITY, THE CONTRACTOR WILL BE ASSESSED THE APPRAISED VALUE OF THE TREES PAYABLE TO THE OWNER.
  3. TREES TO BE PRESERVED DURING ALL CONSTRUCTION ACTIVITIES SHALL HAVE A TPZ AS SHOWN ON ALL PLANS.
  4. ONLY TUNNELING OR BORING WILL BE ALLOWED IN THE TPZ AT A DEPTH OF 36 INCHES MINIMUM. THE ACCESS PIT MUST BE LOCATED OUTSIDE OF THE TPZ. IF THIS IS NOT FEASIBLE, WRITTEN AUTHORIZATION MUST BE OBTAINED FROM THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO ALTERING THE TPZ.
  5. NO EQUIPMENT (EXCEPT FOR A SOD CUTTER) SHALL BE ALLOWED INSIDE THE TREE PROTECTION ZONE. IF SPECIAL PROVISION FOR EXCAVATION IS APPROVED BY THE OWNER'S AUTHORIZED REPRESENTATIVE, IT SHALL BE DONE BY HAND OR A SOIL VACUUM.
  6. USE TUNNELING OR BORING FOR IRRIGATION AND UTILITIES. NO ROOTS LARGER THAN 4" IN DIAMETER WILL BE CUT. ALL ROOTS WILL BE CUT CLEANLY WITH A SAW. IN SITUATIONS WHERE A ROOT HAS BEEN

DAMAGED, A CLEAN CUT SHALL BE MADE ON THE ROOT AT THE EDGE OF THE TRENCH CLOSEST TO THE TREE TRUNK.

7. IF REPLACING THE PAVEMENT, NO ROOTS LARGER THAN 4" IN DIAMETER SHALL BE CUT. OTHER ALTERNATIVES SUCH AS RAMPING OR A RADIUS OR ARCH AROUND THE EXISTING TREES WILL BE USED. ROOTS WILL NOT BE RIPPED OUT WITH A BACK HOE. CUTS ON TREE ROOTS SHALL BE SMOOTH AND CLEAN, MADE WITH A SAW. ANY EXPOSED CUT ROOTS WILL BE COVERED AS QUICKLY AS POSSIBLE TO PREVENT THEM FROM DRYING OUT AND THE TREE SHOULD BE WATERED IMMEDIATELY. IF TREE ROOTS ARE TO REMAIN EXPOSED FOR MORE THAN FOUR TO SIX HOURS, THEY MUST BE COVERED WITH BURLAP AND KEPT MOIST AT ALL TIMES.
8. TREES SHALL NOT BE USED TO SUPPORT ANY SCAFFOLDING, SIGNS, TEMPORARY UTILITY, OR ANY OTHER DEVICE. SIDEWALKS AND PAVING LEVELS SHOULD BE CONTOURED WHENEVER POSSIBLE TO AVOID ROOT CUTTING. IF DAMAGE OCCURS TO A PROTECTED TREE, IMMEDIATE CONTACT SHALL BE MADE WITH THE OWNER'S AUTHORIZED REPRESENTATIVE.

9. DO NOT CHANGE THE SOIL GRADE BY CUTTING OR FILLING IN THE TPZ.
10. MINIMIZE EXCAVATION FOR PLANTING IN TPZ.
11. TREES SHALL BE WATERED ACCORDING TO THE FOLLOWING GUIDELINES:
  - A. ESTABLISHED TREES NEED DEEP WATERING ONCE EVERY TWO WEEKS WITH LOW PRESSURE AT THE DRIP LINE TO ENSURE THAT THE GROUND IS SOAKED TO A DEPTH OF AT LEAST 8 INCHES. GENERALLY 5 GALLONS PER INCH OF TRUNK DIAMETER AT BREAST HEIGHT.
  - B. YOUNG OR NEWLY PLANTED TREES NEED TO BE WATERED EVERY 3-4 DAYS, DEPENDING ON TEMPERATURE.

**UNDERGROUND UTILITY WORK**

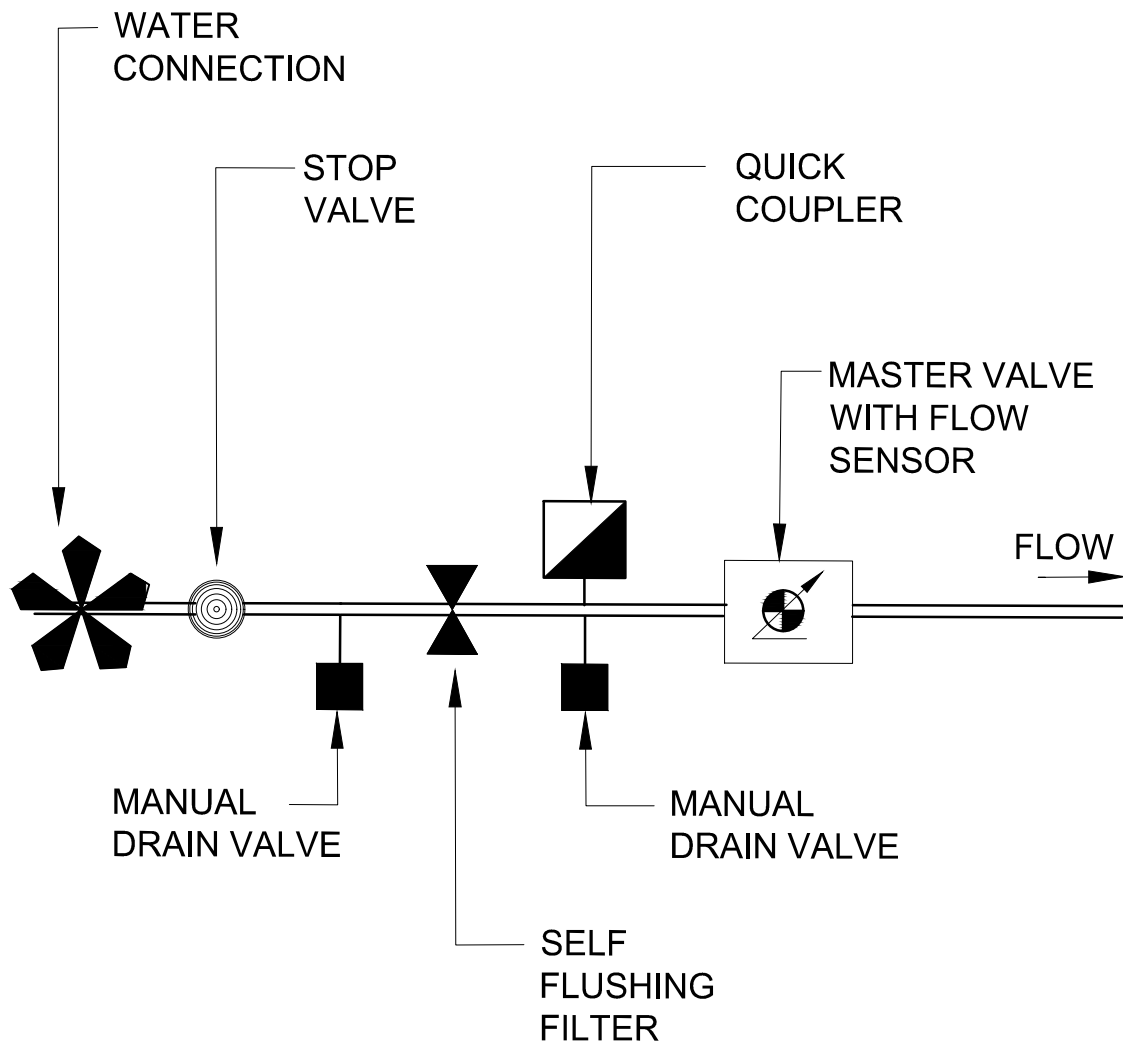
- WHEN GIVEN APPROVAL BY THE OWNER'S AUTHORIZED REPRESENTATIVE TO WORK IN THE TPZ TO REPLACE OR RESTORE UNDERGROUND UTILITIES, USE ONLY A SOIL VACUUM OR HAND DIG, LEAVING ROOTS LARGER THAN 4" IN DIAMETER UNTOUCHED.
1. WHERE POSSIBLE WHEN REPLACING EXISTING UTILITIES SUCH AS WATER OR SEWER LINES VERY NEAR TO PRESERVED TREES, ABANDON THE LINES AND REINSTALL FARTHER AWAY FROM THE TREE.
  2. TUNNELING OR BORING WILL ALWAYS BE DONE AT A MINIMUM DEPTH OF 36". THIS SHALL BE PERFORMED IN A MANNER AND LOCATION LEAST DAMAGING TO TREE ROOTS.
  3. WHERE LARGE ANCHORAGE ROOTS ARE ENCOUNTERED, HAND DIGGING AND BRIDGING OF ROOTS SHALL BE DONE, LEAVING ROOTS INTACT.
  4. WHEN ENCOUNTERING ROOTS OVER 4" IN DIAMETER THE OWNER'S AUTHORIZED REPRESENTATIVE WILL BE CONSULTED PRIOR TO CUTTING TO FIND SOME OTHER COURSE OF ACTION. ANY CUTTING OF TREE ROOTS SHALL GIVE DUE CONSIDERATION TO FUTURE WELFARE OF THE TREE. PROPER ACTION SHALL BE TAKEN SO AS TO PROTECT, AND PRESERVE THE ROOTS. ROOTS WILL NOT BE RIPPED OUT WITH A BACK HOE. CUTS ON TREE ROOTS SHALL BE SMOOTH AND CLEAN, MADE WITH A SAW.

**TREE PRUNING**

ALL PRUNING ON TREES WILL BE APPROVED AND COMPLETED BY THE HEBER CITY ARBORIST. NO PRUNING WILL BE ALLOWED THAT WILL COMPROMISE THE AESTHETICS OR STRUCTURAL INTEGRITY OF A PRESERVED TREE.

**TEMPORARY TREE PROTECTION - NOTES**





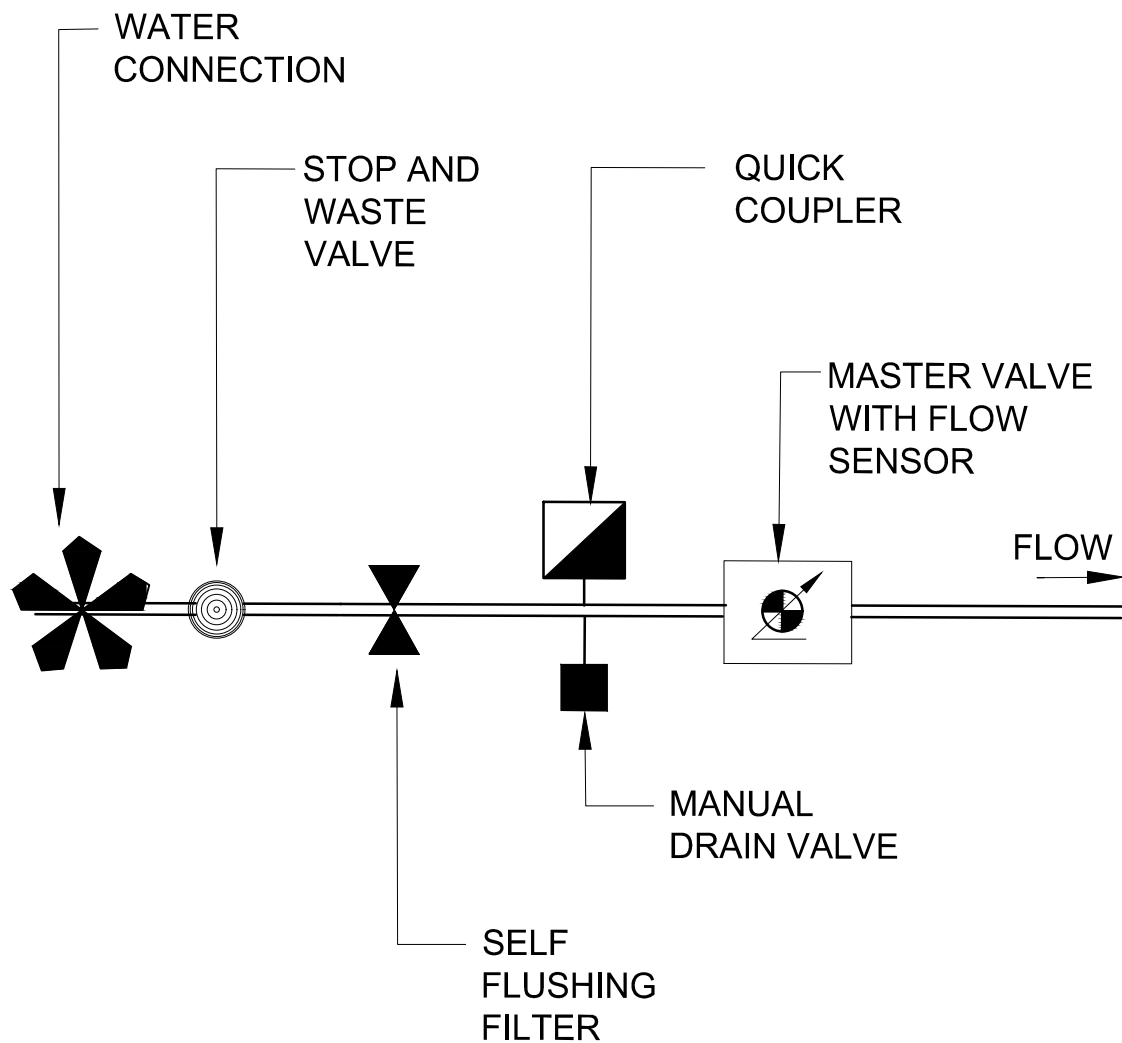
POINT OF CONNECTION (POC) SCHEMATIC -  
PRESSURIZED IRRIGATION WATER (PI), LARGER THAN 2"

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SCALE: N.T.S.  
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STANDARD DRAWING

LANDSCAPE IRRIGATION-1



POINT OF CONNECTION (POC) SCHEMATIC -  
PRESSURIZED IRRIGATION WATER (PI), 2" AND SMALLER

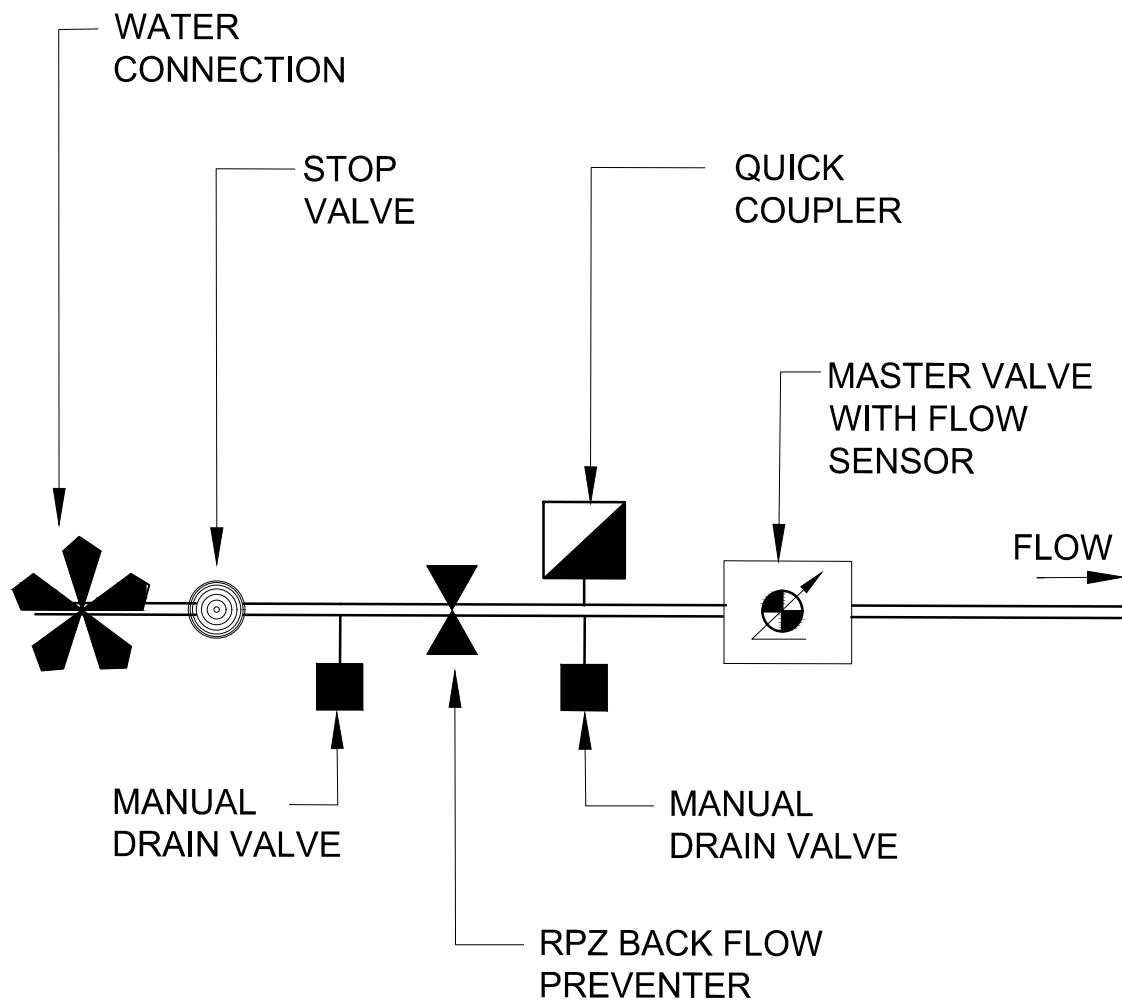
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LANDSCAPE IRRIGATION-2





POINT OF CONNECTION (POC) SCHEMATIC -  
CULINARY WATER, LARGER THAN 2"

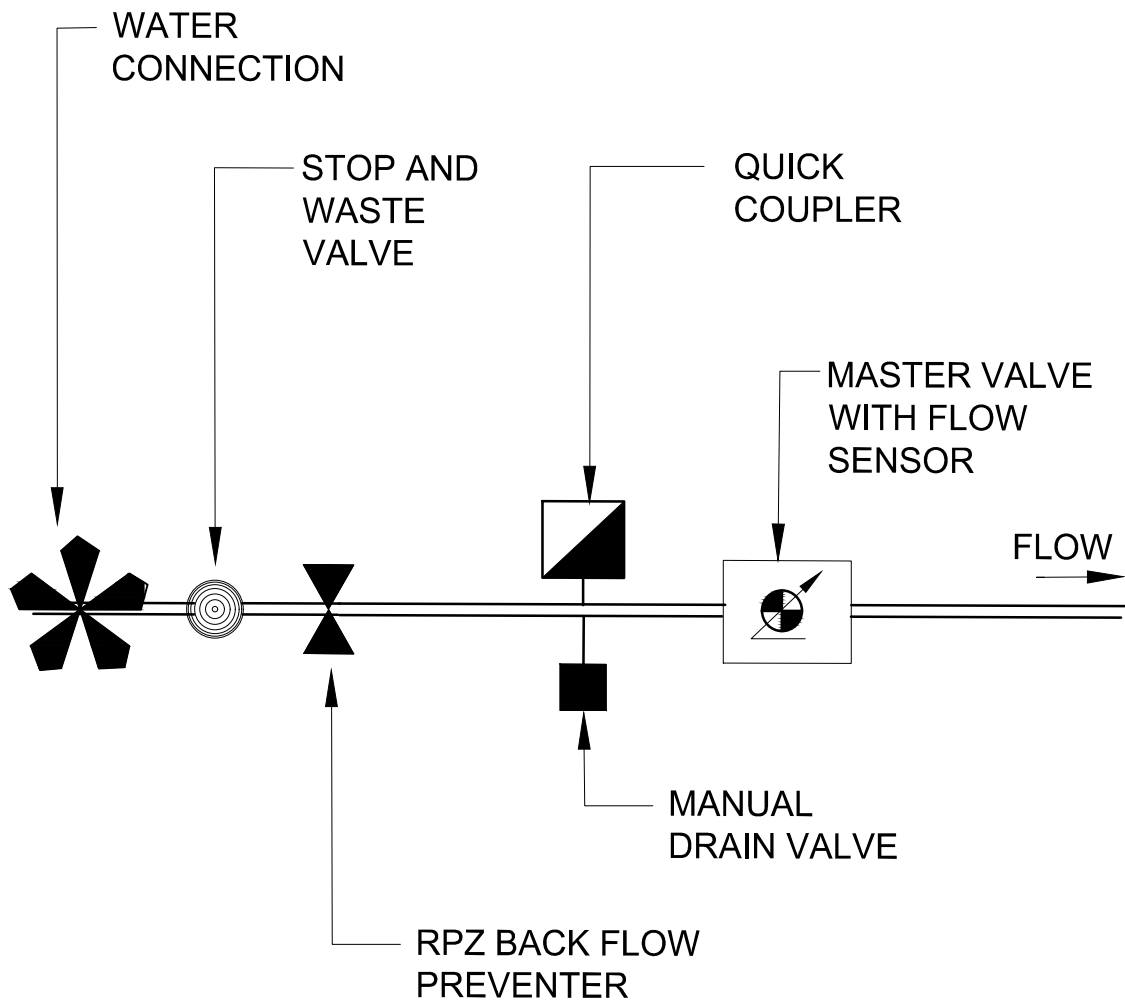
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STANDARD DRAWING

LANDSCAPE IRRIGATION-3

Drawing: P:\PROJECTS\PLANNING\_CURRENT\HEBER\_PARKS\_STANDARDS\_OCTOBER2022\2-DRAFT PLAN\7-Appendix\2-Details\HEBER STANDARD DETAILS.s.dwg



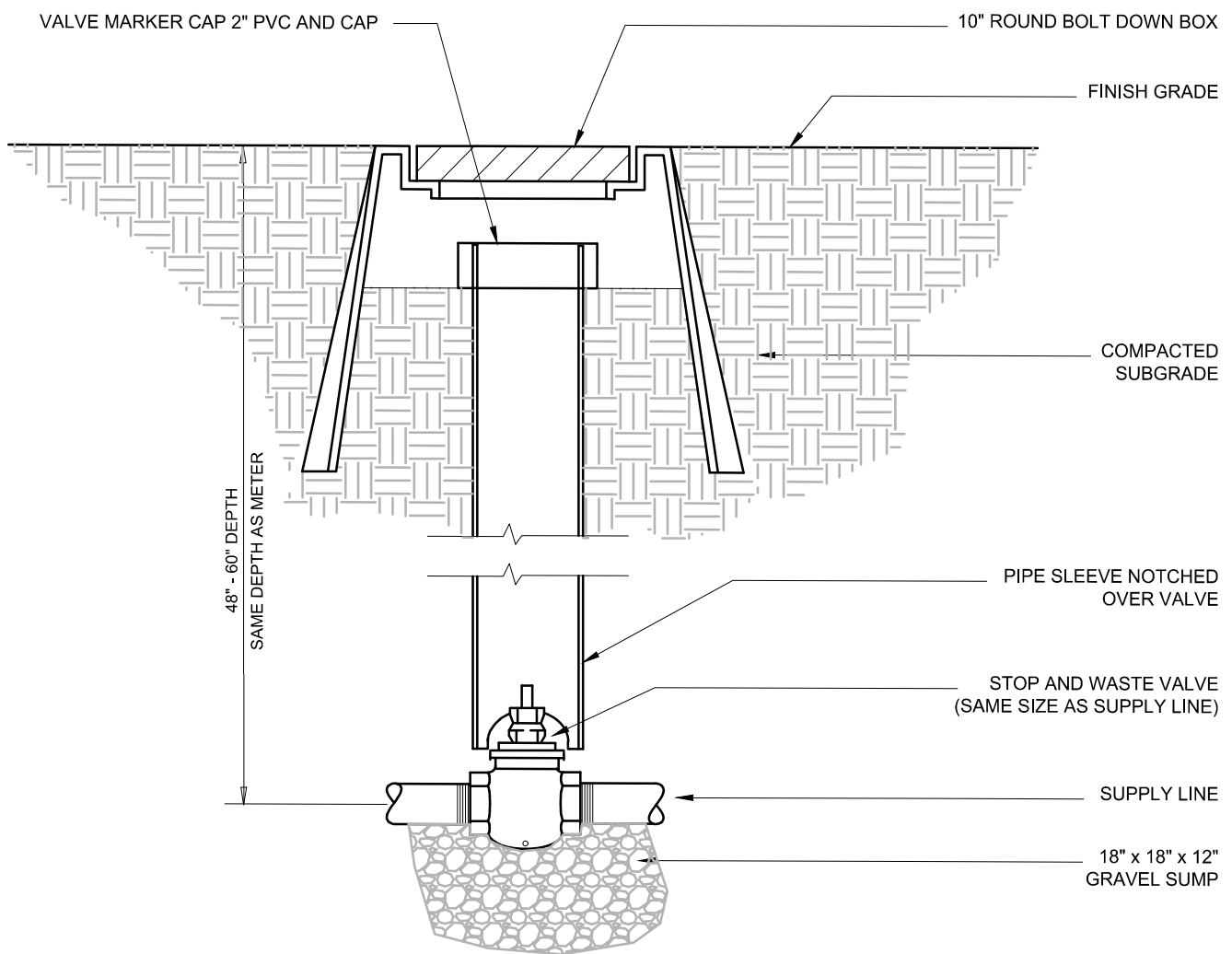
POINT OF CONNECTION (POC) SCHEMATIC -  
CULINARY WATER, 2" AND SMALLER

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HEBER CITY  
STANDARD DRAWING  
LANDSCAPE IRRIGATION-4





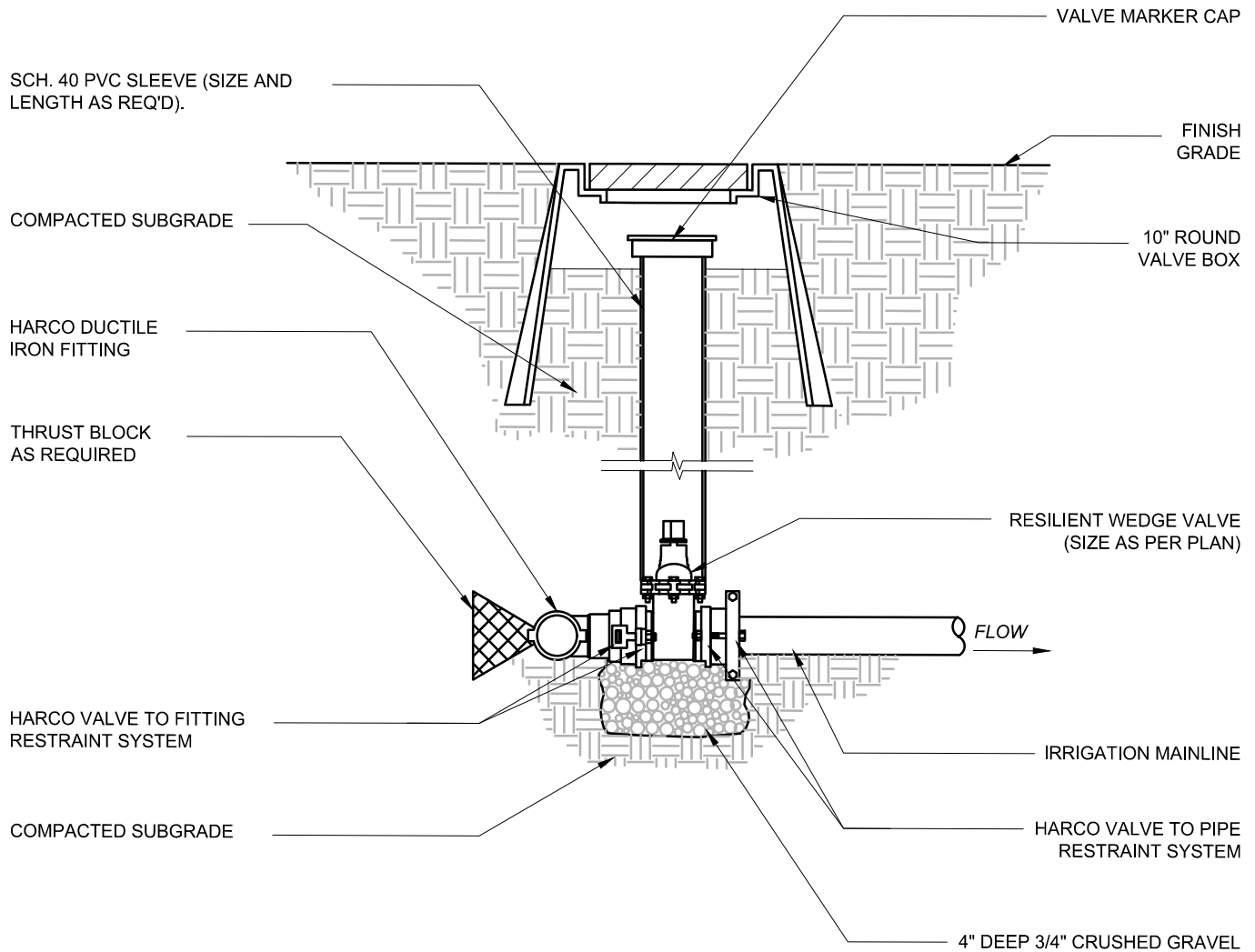
## STOP AND WASTE VALVE

DATE: APRIL 2023  
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STANDARD DRAWING

LANDSCAPE IRRIGATION-5



COMPACT SOIL AROUND VALVE BOX TO SAME DENSITY AS UNDISTURBED ADJACENT SOIL.

## ISOLATION VALVE

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HEBER CITY  
STANDARD DRAWING

LANDSCAPE IRRIGATION-6



ENCLOSURE SIZED TO  
ACCOMMODATE FILTER ASSEMBLY

FILTER PER PLAN

FLANGE FITTING

FLANGE FITTING

ISOLATION VALVE

ISOLATION VALVE

GALVANIZED SUPPLY LINE

GALVANIZED SUPPLY LINE

POURED CONCRETE BASE 5" THICK  
EXTEND 6" BEYOND ENCLOSURE

GEOTEXTILE FABRIC

3/4" WASHED GRAVEL

COMPACTED BASE

SECTION / ELEVATION

POURED CONCRETE BASE 5" THICK  
EXTEND 6" BEYOND ENCLOSURE

ENCLOSURE SIZED TO  
ACCOMMODATE FILTER ASSEMBLY

FILTER PER PLAN

PLAN VIEW

MAIN LINE FILTER

DATE:  
APRIL 2023

SCALE:  
N.T.S.

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HEBER CITY, UTAH 84032  
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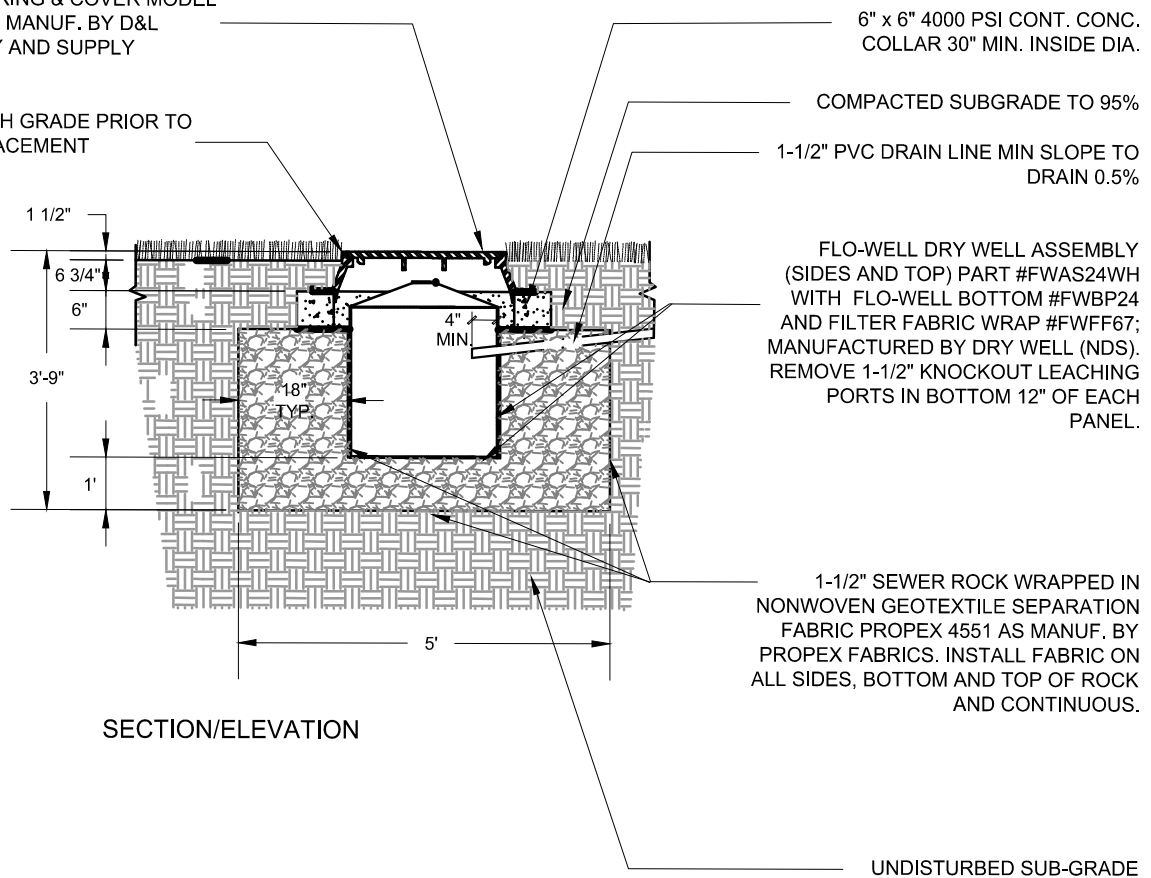


HEBER CITY  
STANDARD DRAWING

LANDSCAPE IRRIGATION-7

MANHOLE RING & COVER MODEL  
#A-1180 AS MANUF. BY D&L  
FOUNDARY AND SUPPLY

1-1/2" FINISH GRADE PRIOR TO  
MULCH PLACEMENT



FILTER FLUSH SUMP - LARGE

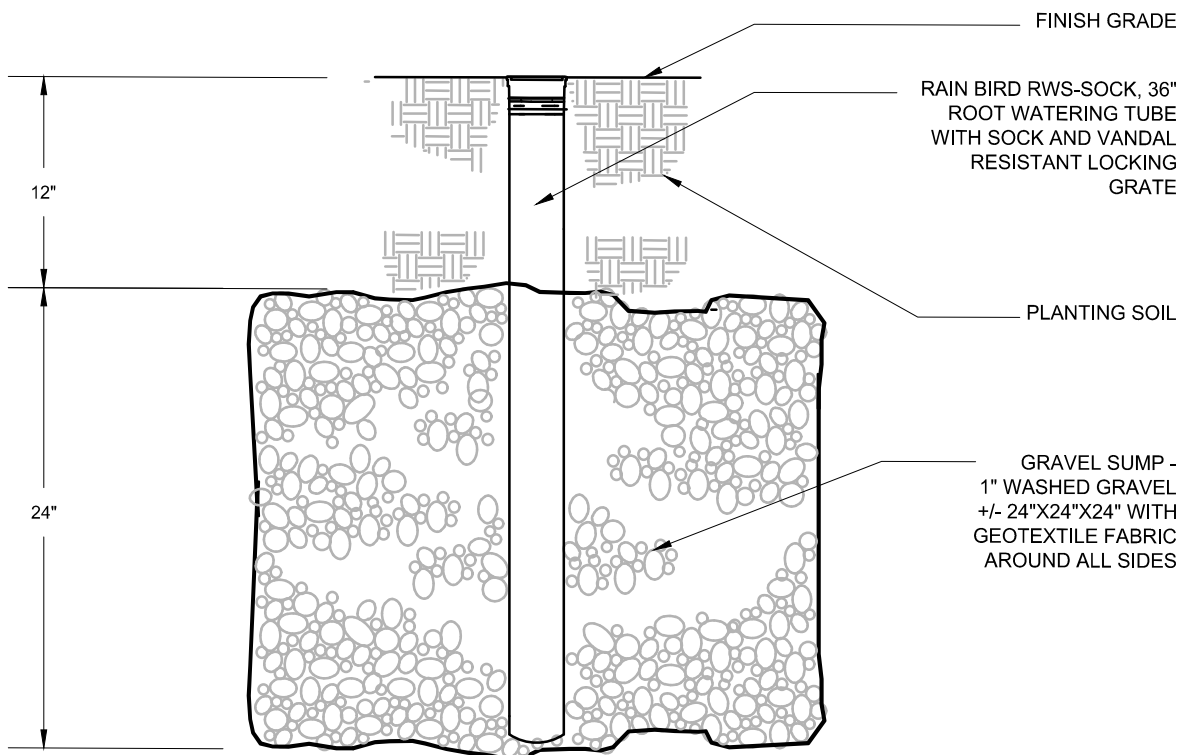
DATE: APRIL 2023  
SCALE: N.T.S.  
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HEBER CITY  
STANDARD DRAWING

LANDSCAPE IRRIGATION-8





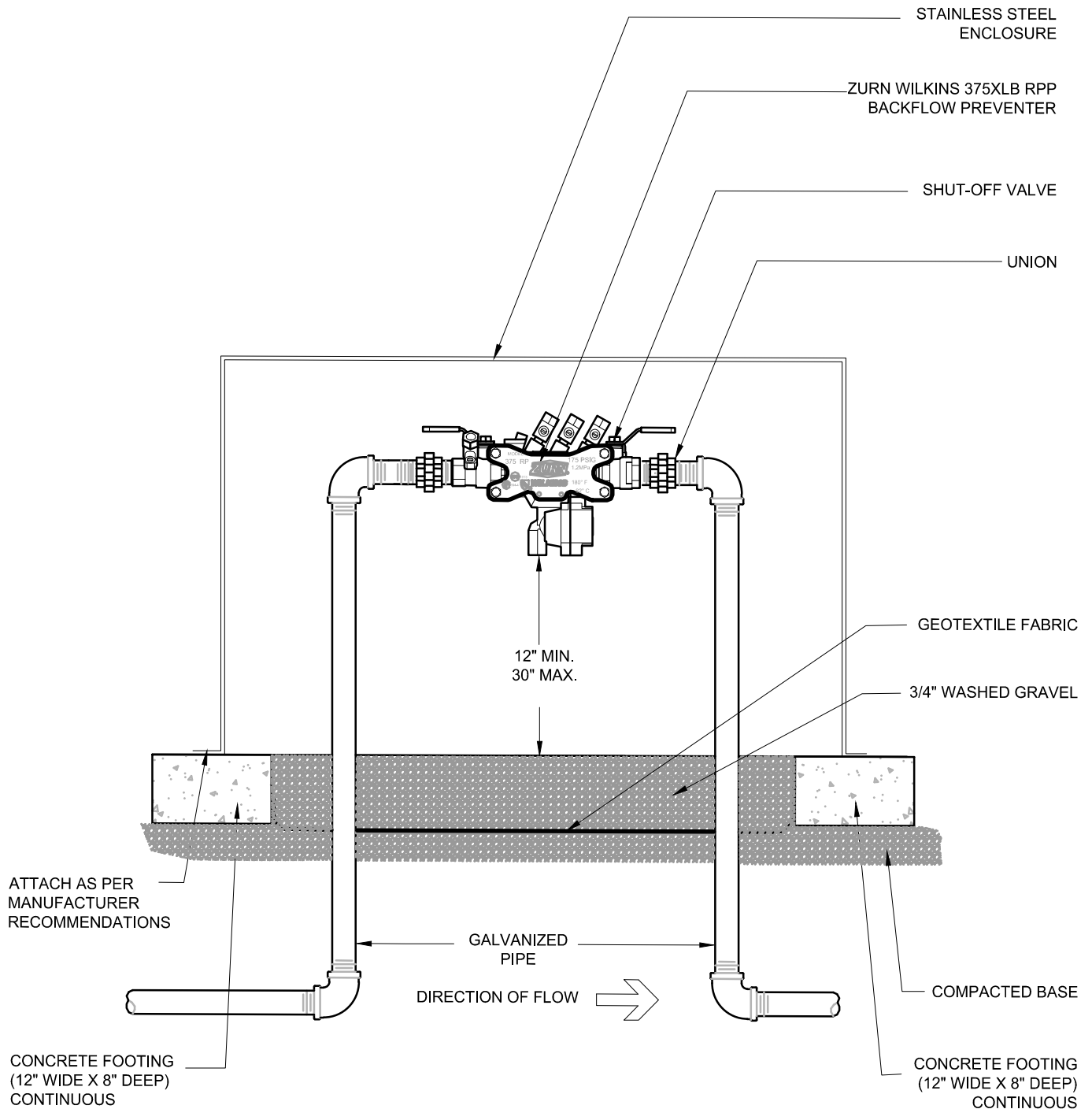
FILTER FLUSH SUMP - SMALL

DATE: APRIL 2023  
 SCALE: N.T.S.  
 75 NORTH MAIN STREET  
 HEBER CITY, UTAH 84032  
 (435) 654-0757



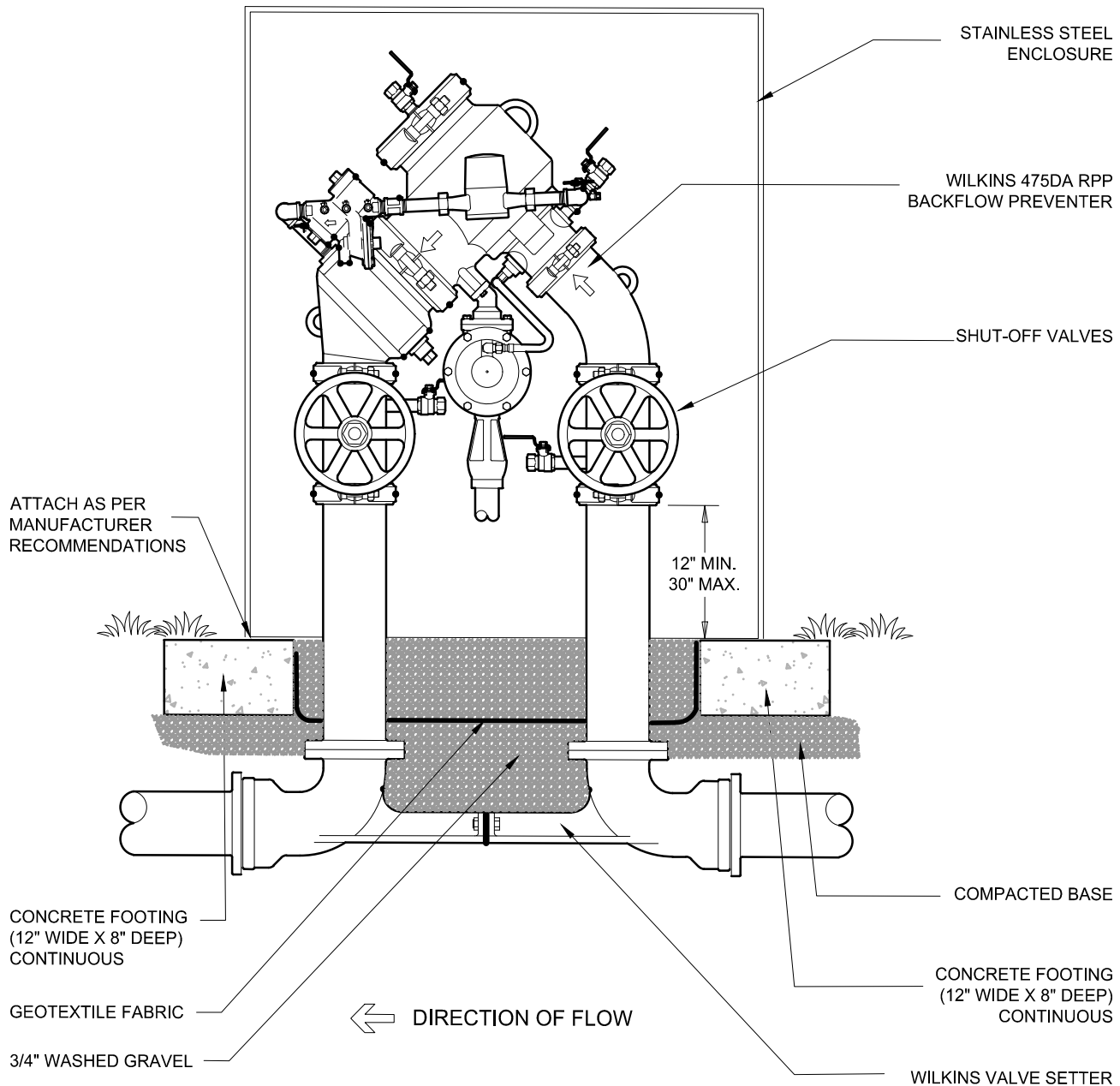
HEBER CITY  
 STANDARD DRAWING

LANDSCAPE IRRIGATION-9

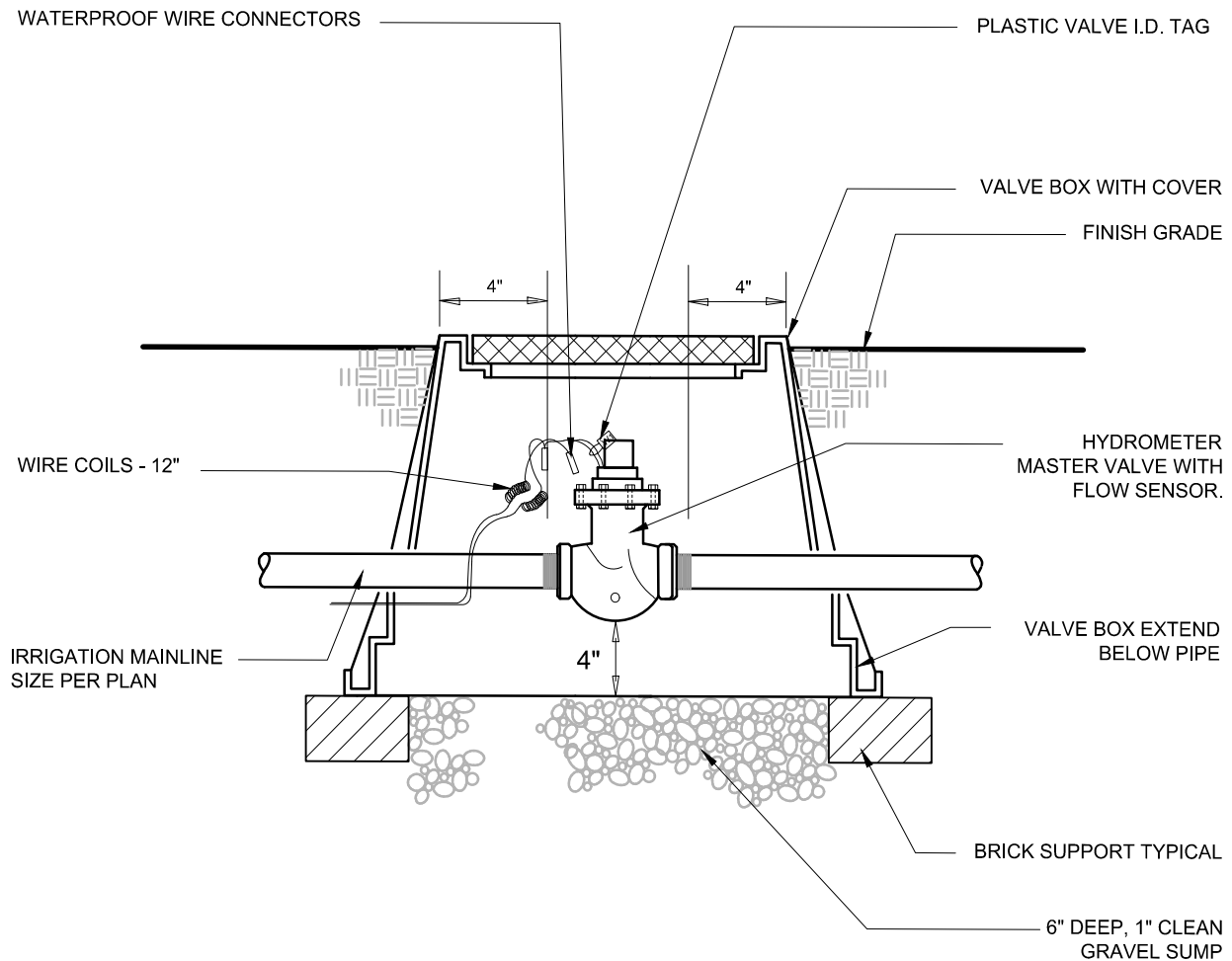


BACKFLOW PREVENTER (1" - 2")





BACKFLOW PREVENTER (4" - 8")



NOTE:  
VALVE END CONNECTIONS:  
1 1/2" - MALE PIPE THREADS  
2" - FEMALE PIPE THREADS  
3", 4", 6", 8" - FLANGED

1-1/2" - 2" MASTER VALVE / FLOW SENSOR

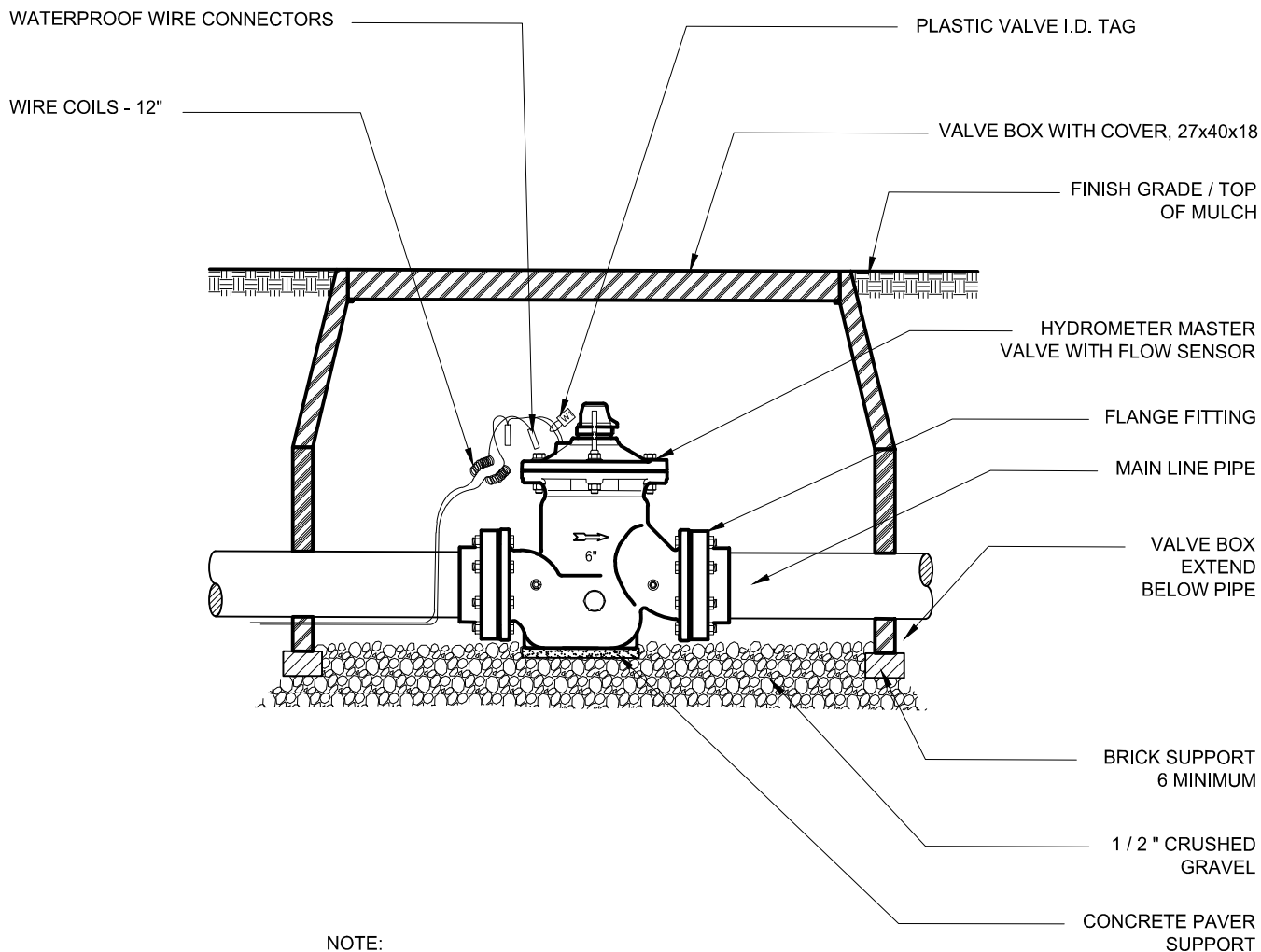
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HEBER CITY  
STANDARD DRAWING

LANDSCAPE IRRIGATION-12





NOTE:  
 VALVE END CONNECTIONS:  
 1 1/2" - MALE PIPE THREADS  
 2" - FEMALE PIPE THREADS  
 3", 4", 6", 8" - FLANGED

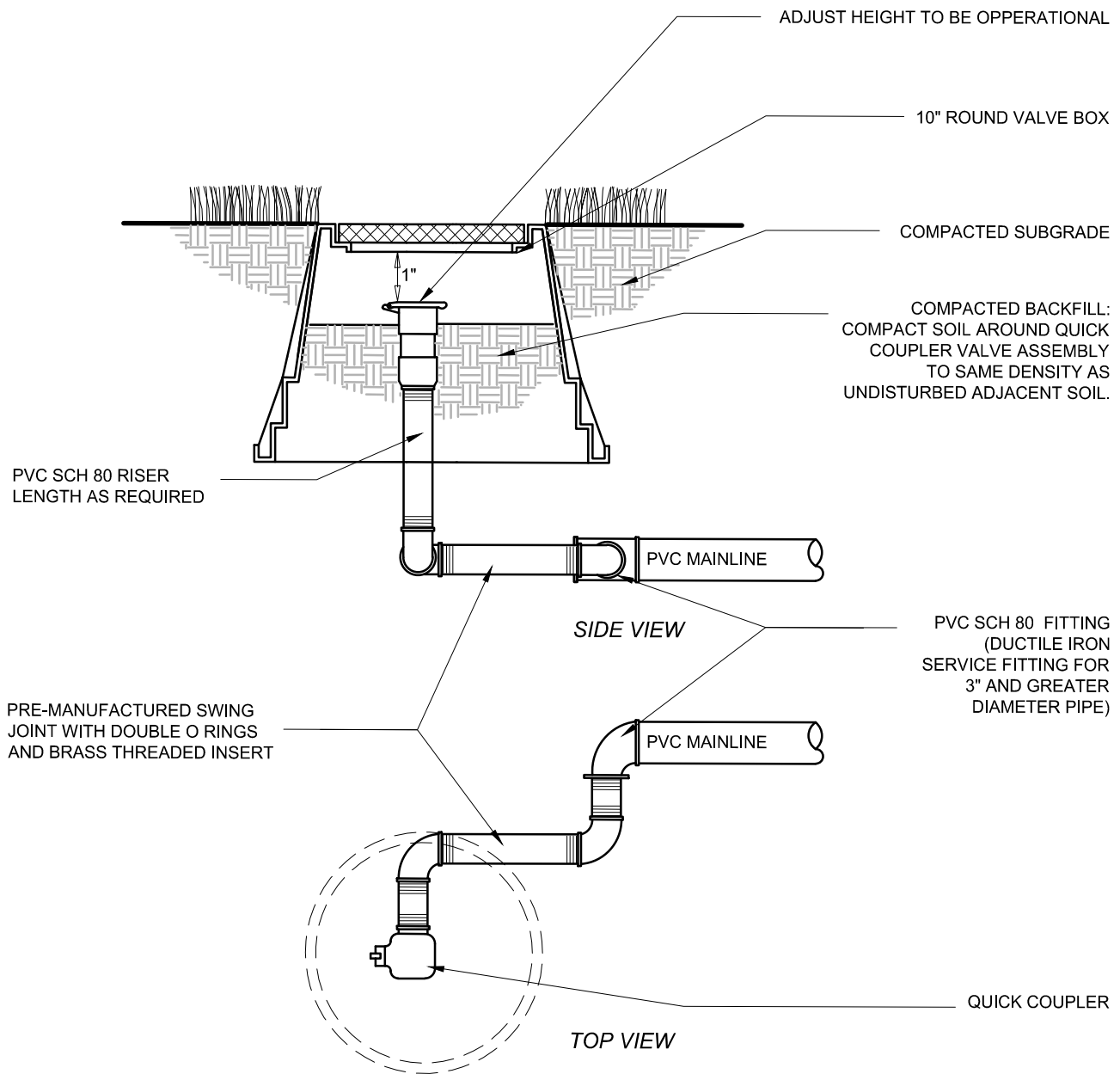
### 3" - 6" MASTER VALVE / FLOW SENSOR

DATE: APRIL 2023  
 SCALE: N.T.S.  
 75 NORTH MAIN STREET  
 HEBER CITY, UTAH 84032  
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HEBER CITY  
 STANDARD DRAWING

LANDSCAPE IRRIGATION-13



QUICK COUPLER

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# HEBER CITY STANDARD DRAWING

LANDSCAPE IRRIGATION-14



10" ROUND CARSON VALVE BOX WITH BOLT  
DOWN "T" TYPE LID

COMPACTED  
SUBGRADE

FINISH GRADE

4" MIN.

GRAVEL SETTING BED TO  
SECURE SLEEVE

1 1/2" PVC SLIP CAP

1 1/2" SCH. 40 PVC SLEEVE  
(LENGTH AS REQ'D.), FEMALE  
THREAD X SLIP

6" PVC SCH 80 NIPPLE

PVC MAINLINE AS  
PER PLAN

MUELLER 3/4" STOP VALVE

SCH. 80 TEE  
MAINLINE SIZE

MARLEX STREET ELL TURNED  
DOWNWARD

GRAVEL SUMP - 1 1/2" DRAIN ROCK,  
4 CU. FT. MIN.

## MANUAL DRAIN VALVE

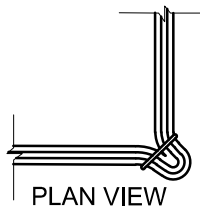
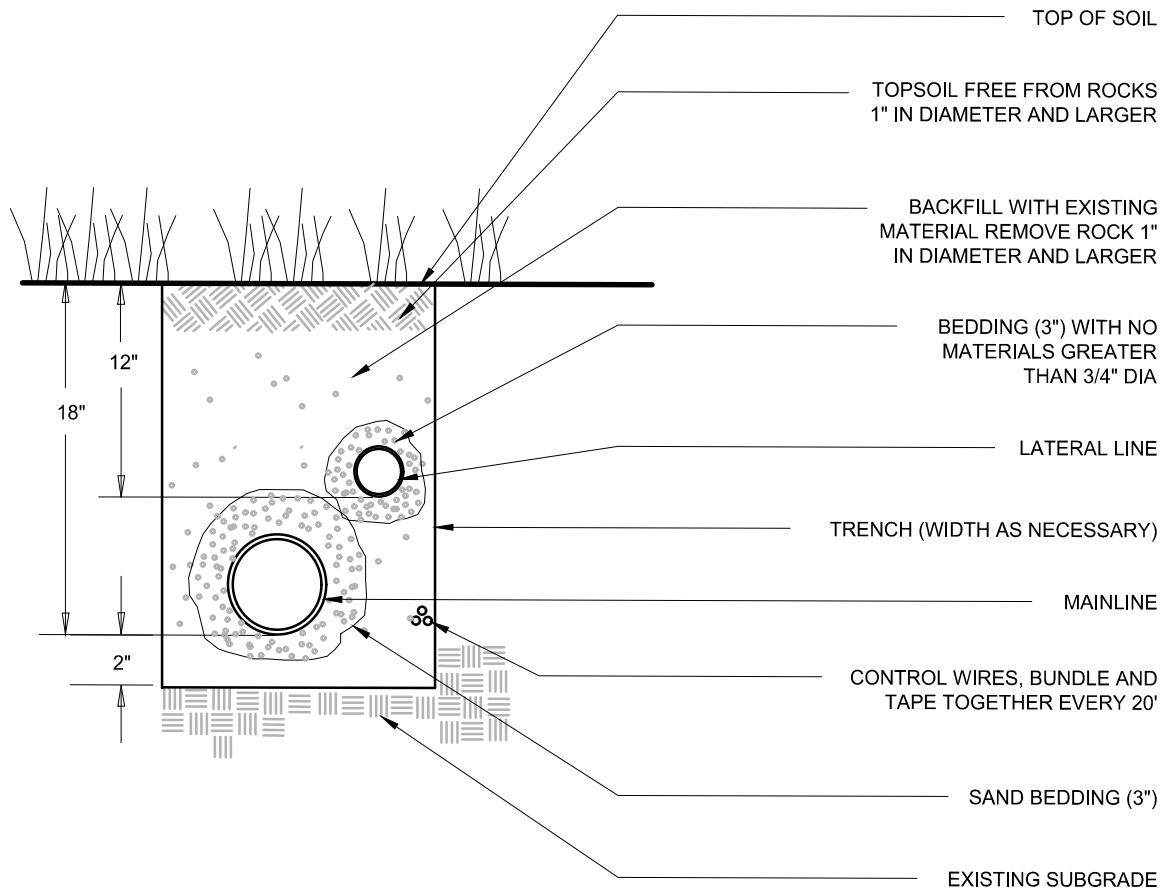
DATE: APRIL 2023  
SCALE: N.T.S.

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## HEBER CITY STANDARD DRAWING

LANDSCAPE IRRIGATION-19



TIE A LOOSE 20" LOOP IN ALL WIRING AT CHANGES OF  
DIRECTION GREATER THAN 30 DEGREES. UNTIE ALL  
LOOPS AFTER CONNECTIONS HAVE BEEN MADE.

## PIPE TRENCHING

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HEBER CITY  
STANDARD DRAWING



### SLEEVE SIZE CHART

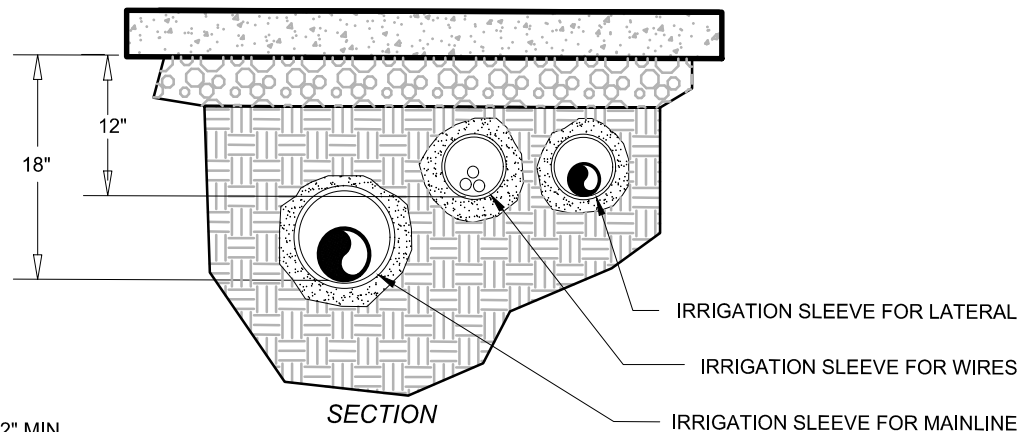
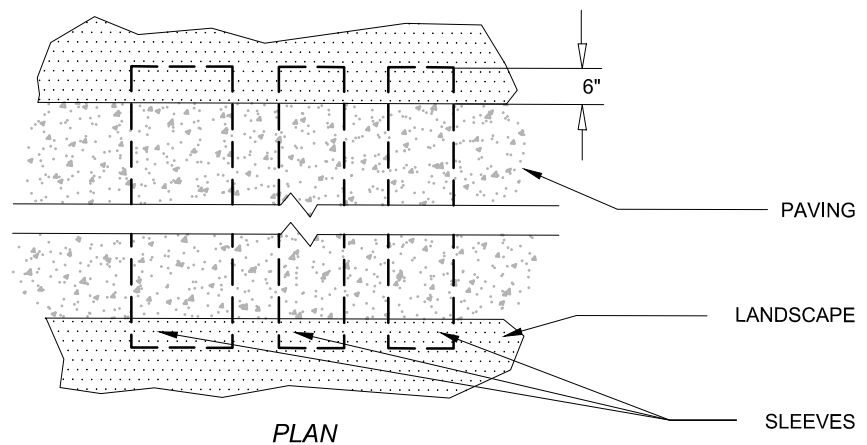
PIPE SIZE	MIN. SLEEVE SIZE
3/4"	1 1/2"
1"	2"
1 1/4"	2 1/2"
1 1/2"	3"
2"	4"
2 1/2"	4"
3"	6"
4"	8"
6"	8"
8"	10"

\*WHEN MULTIPLE PIPES OCCUR IN ONE TRENCH, ADD REQUIRED SLEEVE SIZES TOGETHER FOR 1 SLEEVE SIZE.

### WIRE CONDUIT SIZES

NUMBER OF WIRES	MIN. CONDUIT SIZE
1 - 4	3/4"
5 - 7	1"
8 - 11	1 1/2"
12 - 22	2"
23 - 31	2 1/2"
32 - 36	3"

\*WIRES SHALL BE IN SEPARATE CONDUIT AS PER CHART BELOW.



SURROUND ALL SLEEVES IN 2" MIN. SAND ALL AROUND

SIZE ALL SLEEVES AND CONDUIT ACCORDING TO PROVIDED SIZING CHARTS UNLESS OTHERWISE NOTED.

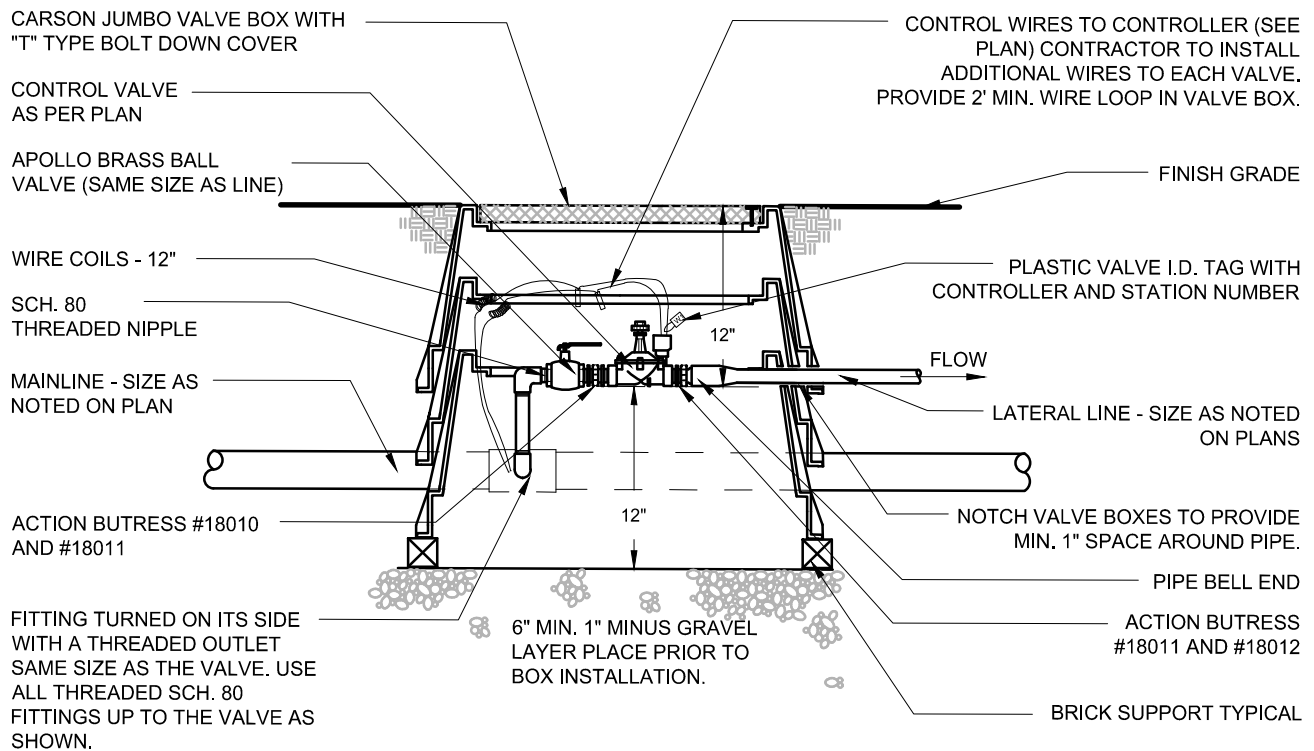
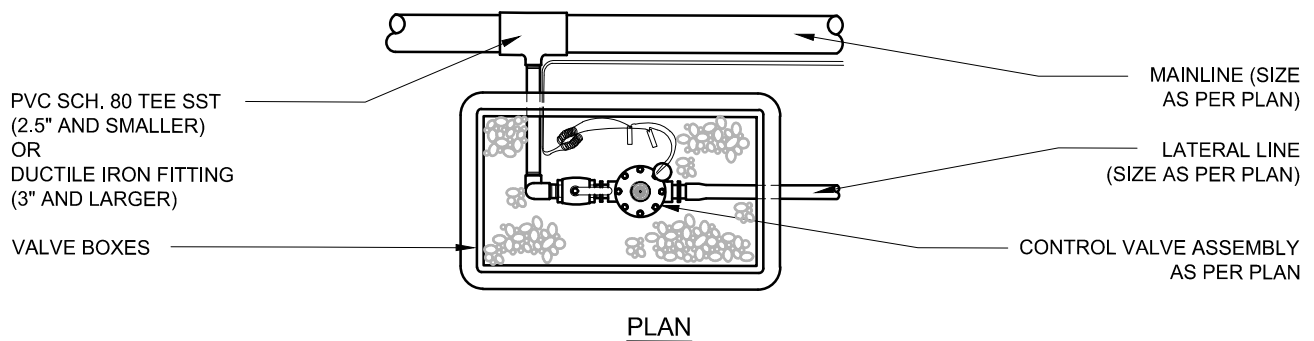
### PIPE SLEEVES

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## HEBER CITY STANDARD DRAWING

LANDSCAPE IRRIGATION-17



SECTION

## AUTOMATIC CONTROL VALVE

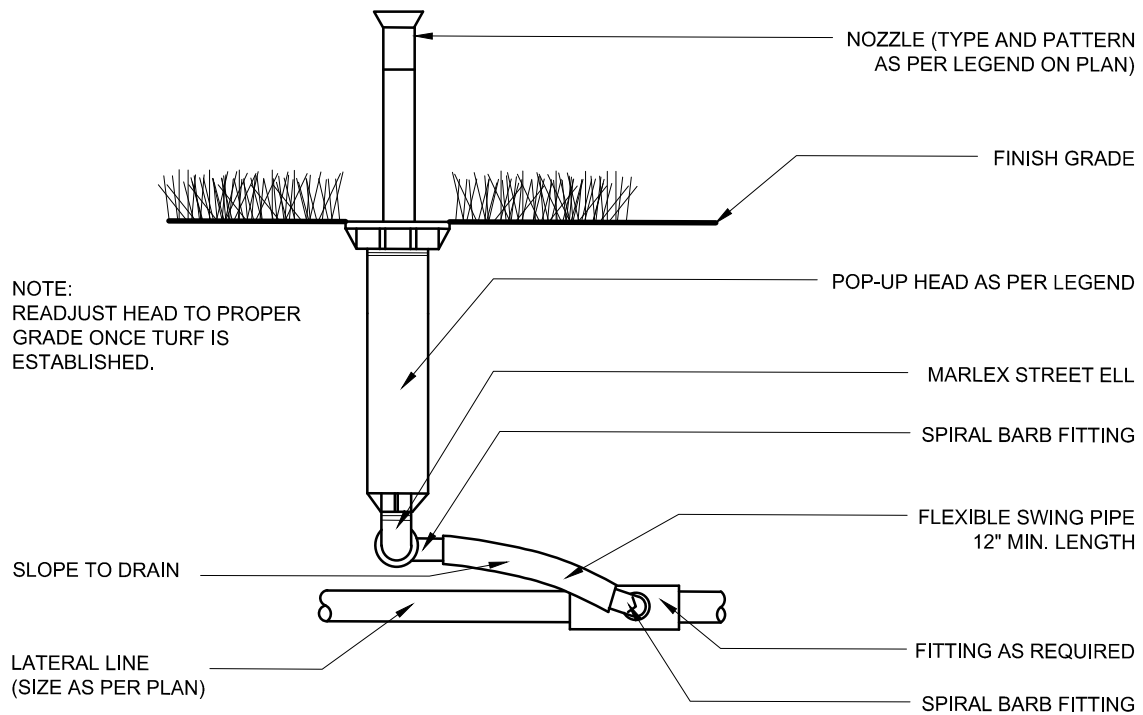
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HEBER CITY  
STANDARD DRAWING

LANDSCAPE IRRIGATION-18





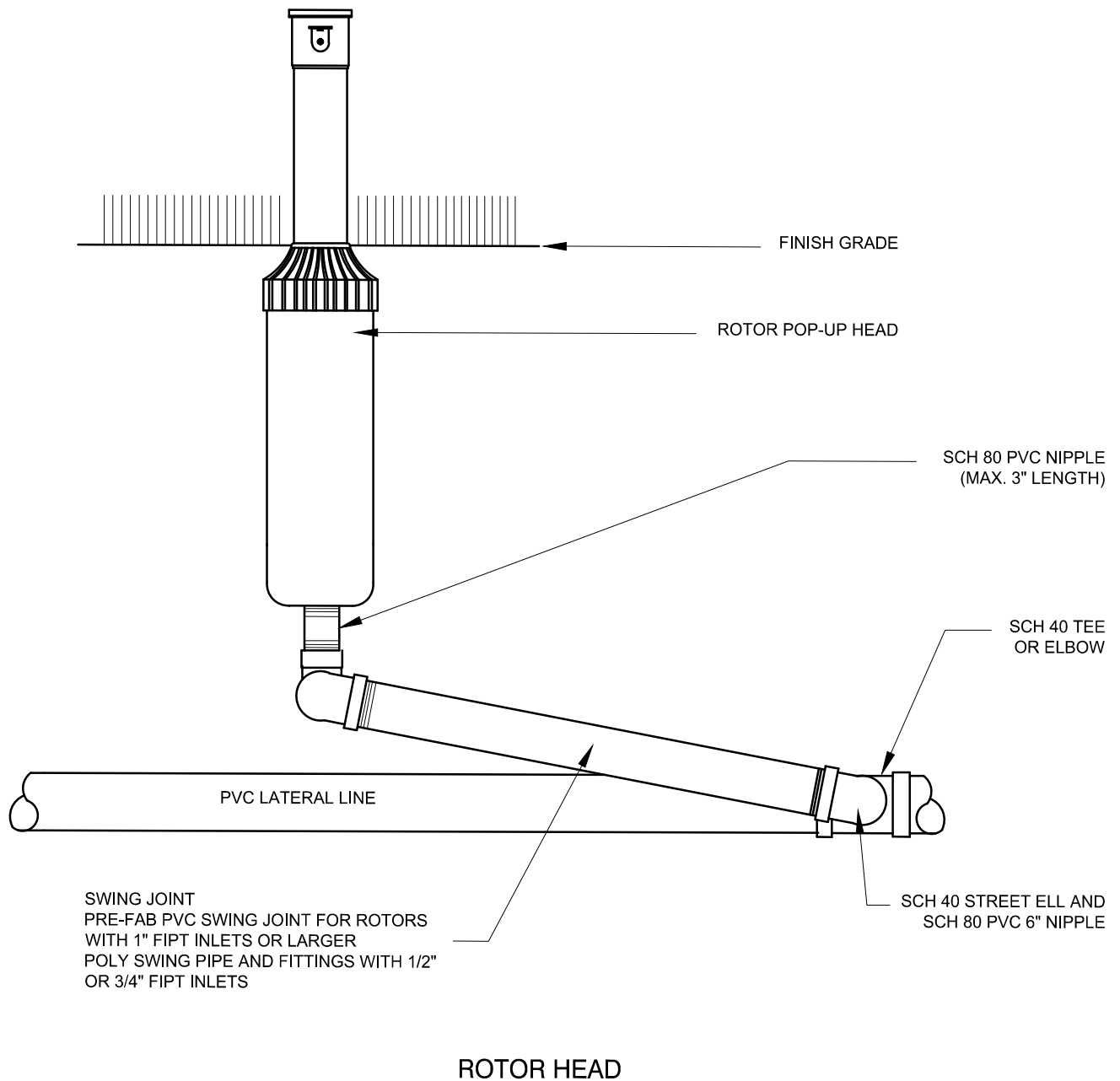
SPRAY / BUBBLER / ROTORY HEAD

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LANDSCAPE IRRIGATION-19



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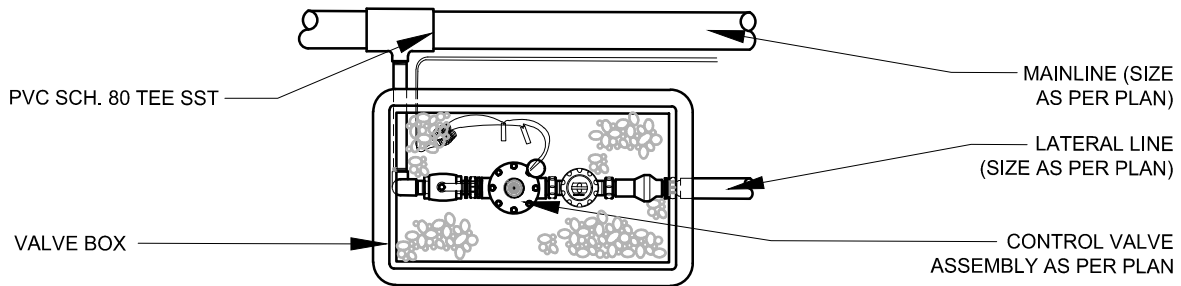
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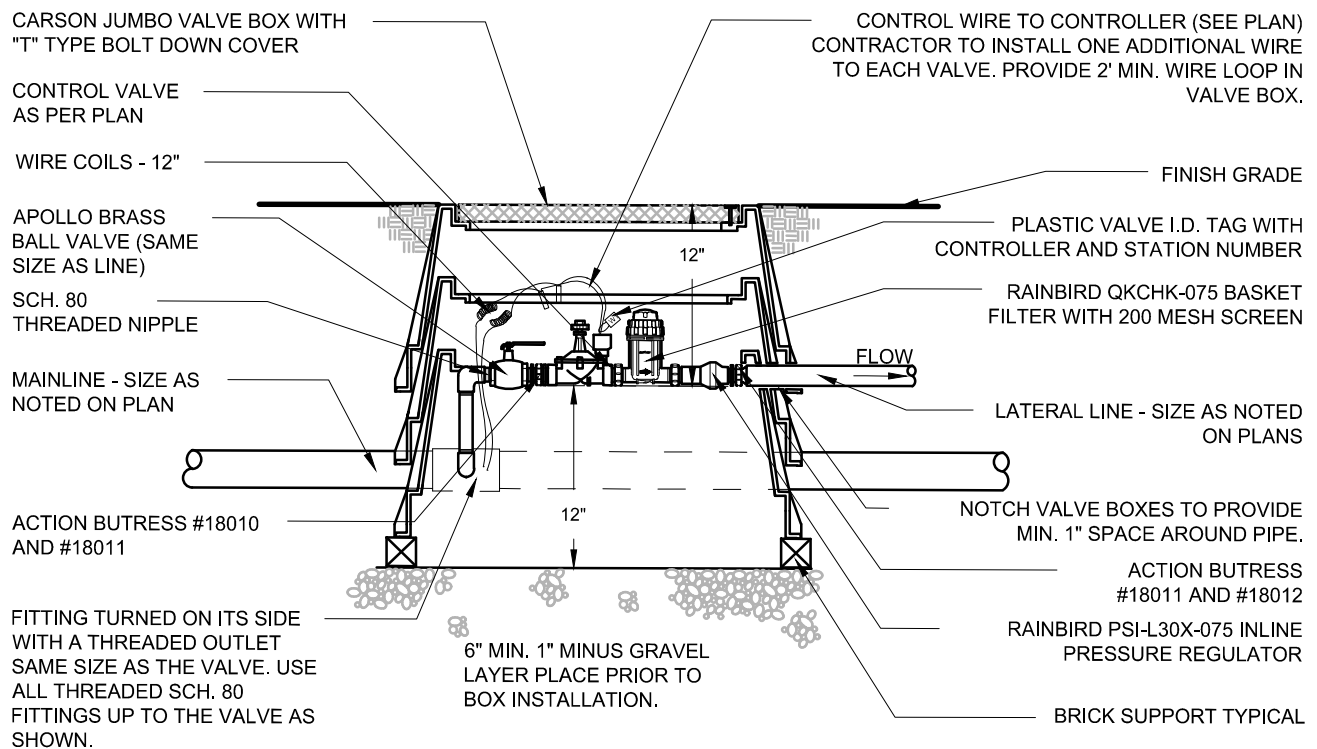
## HEBER CITY STANDARD DRAWING

LANDSCAPE IRRIGATION-29





PLAN

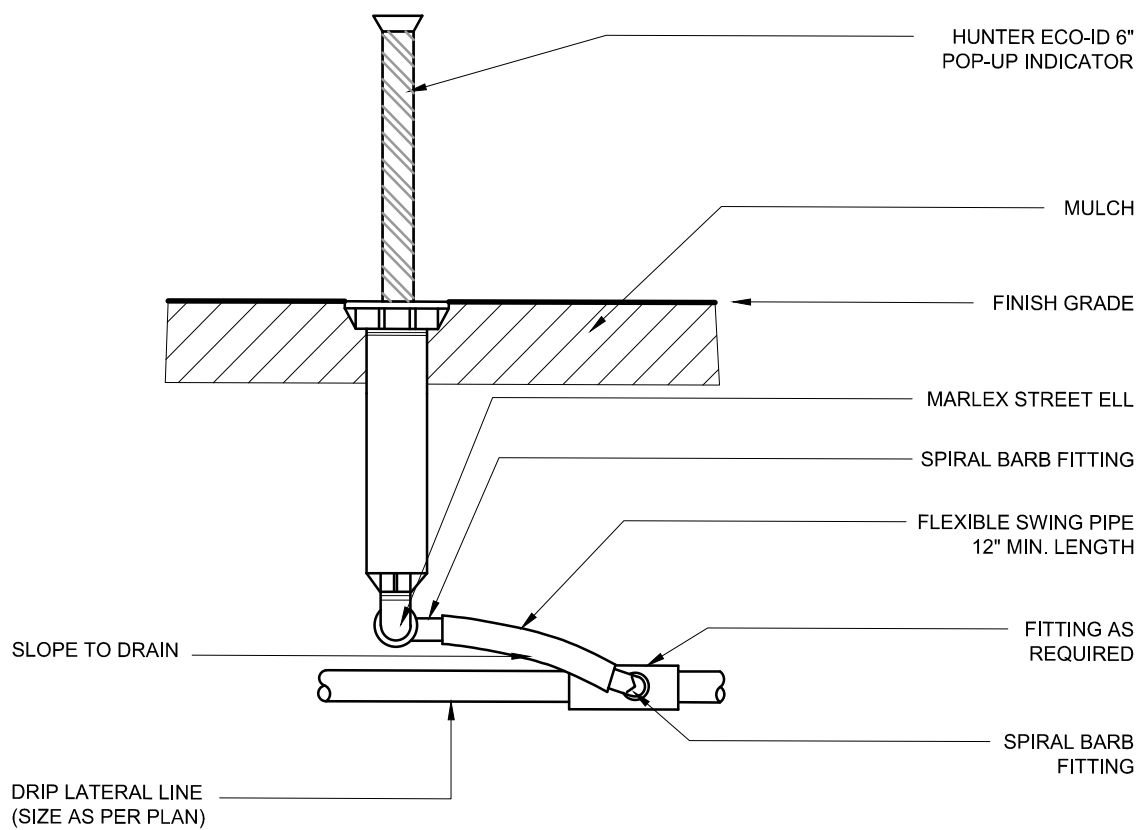


AUTOMATIC DRIP CONTROL VALVE

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PLACE ONE INDICATOR HEAD PER DRIP ZONE  
IN A VISIBLE LOCATION AWAY FROM WALKS

### POP-UP DRIP SYSTEM INDICATOR

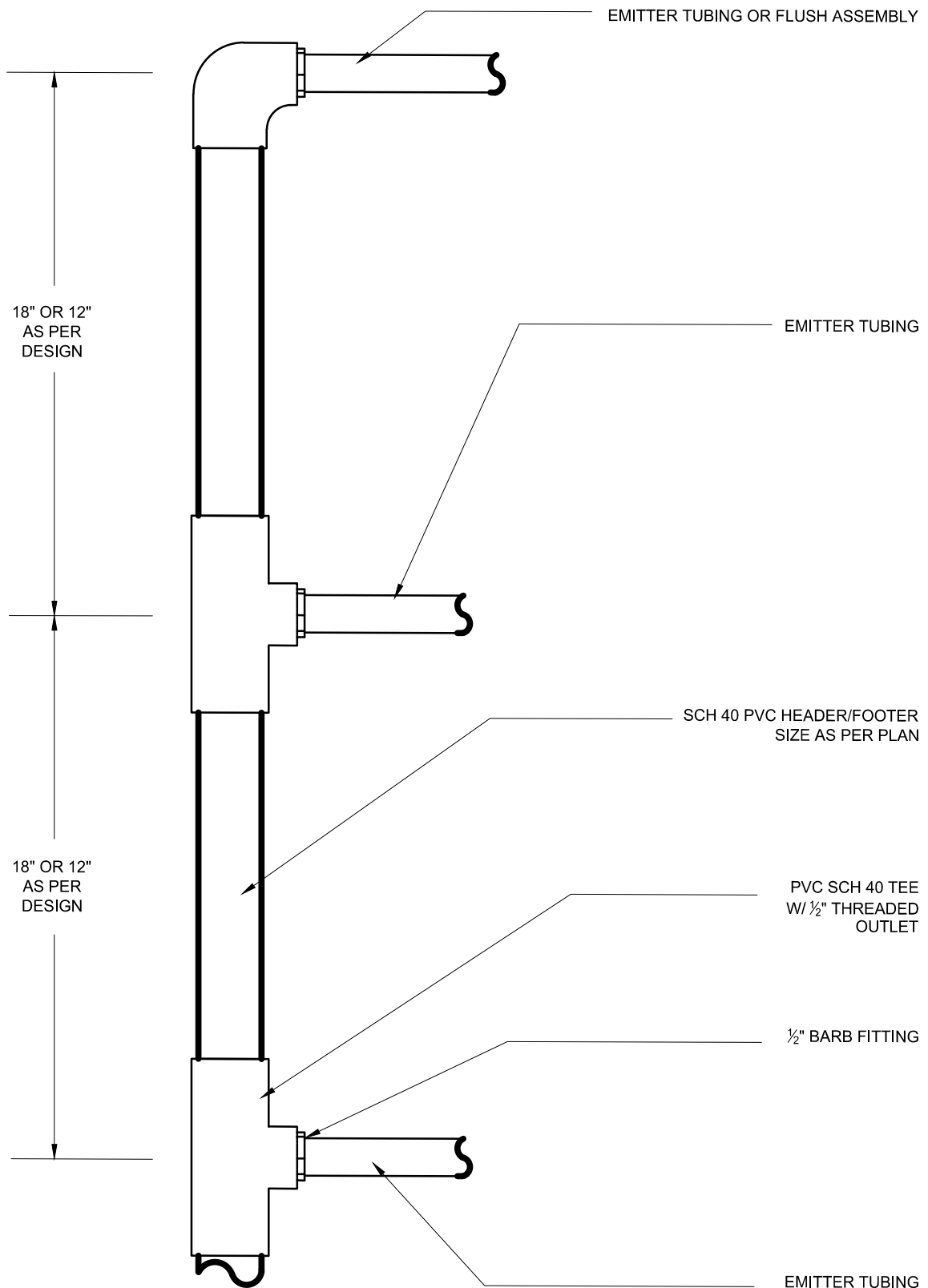
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STANDARD DRAWING

LANDSCAPE IRRIGATION-22





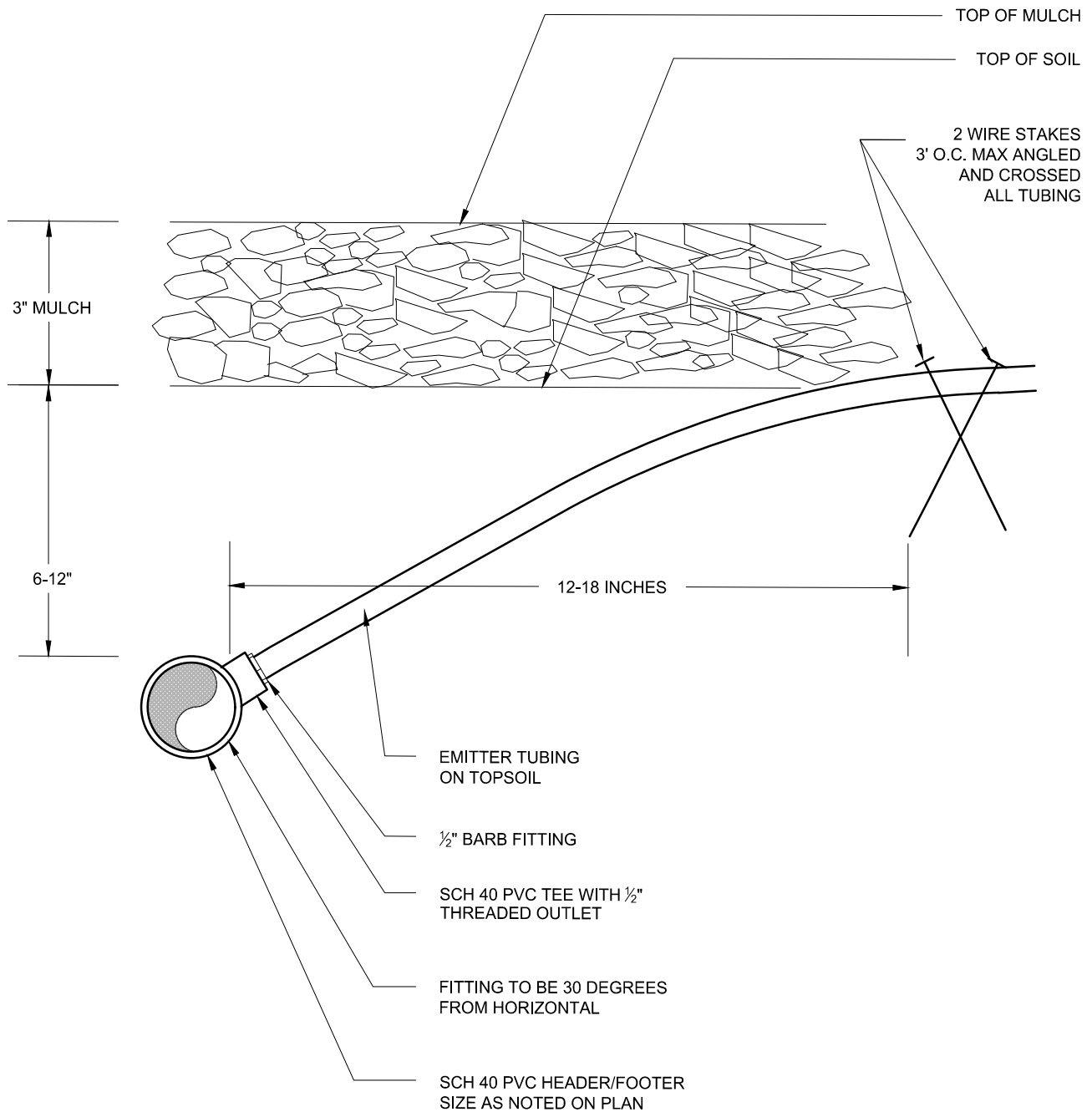
PVC HEADER AND EMITTER TUBING

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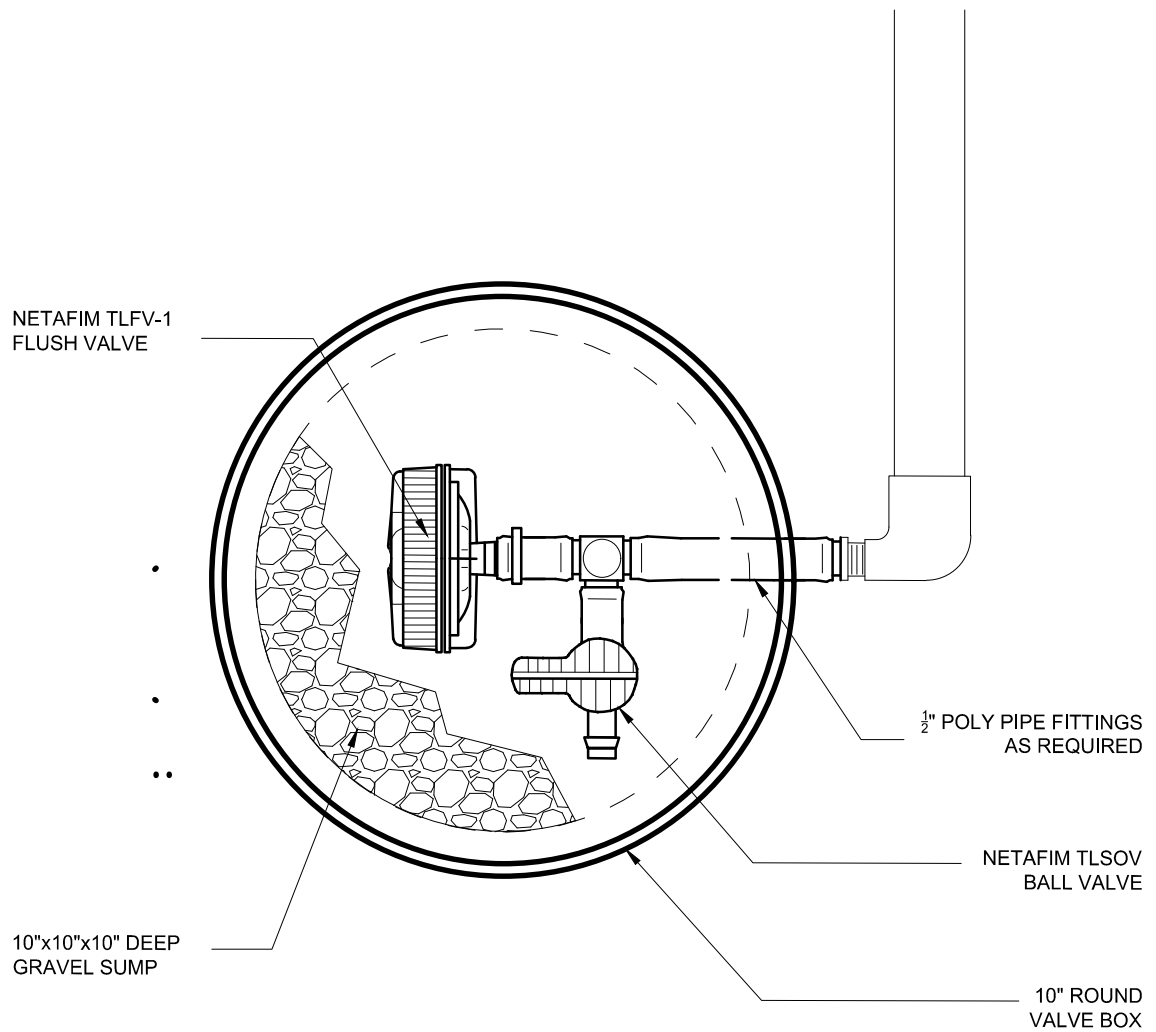
HEBER CITY  
STANDARD DRAWING

LANDSCAPE IRRIGATION-23



PVC-EMITTER TUBING TRANSITION AND STAKING





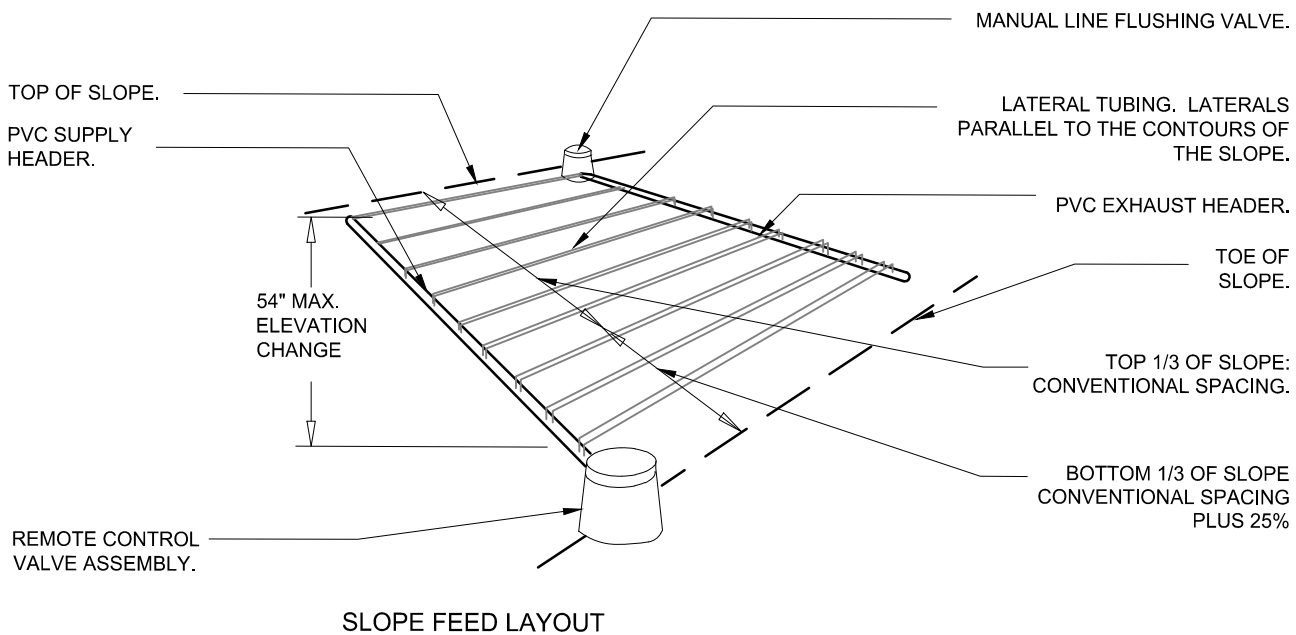
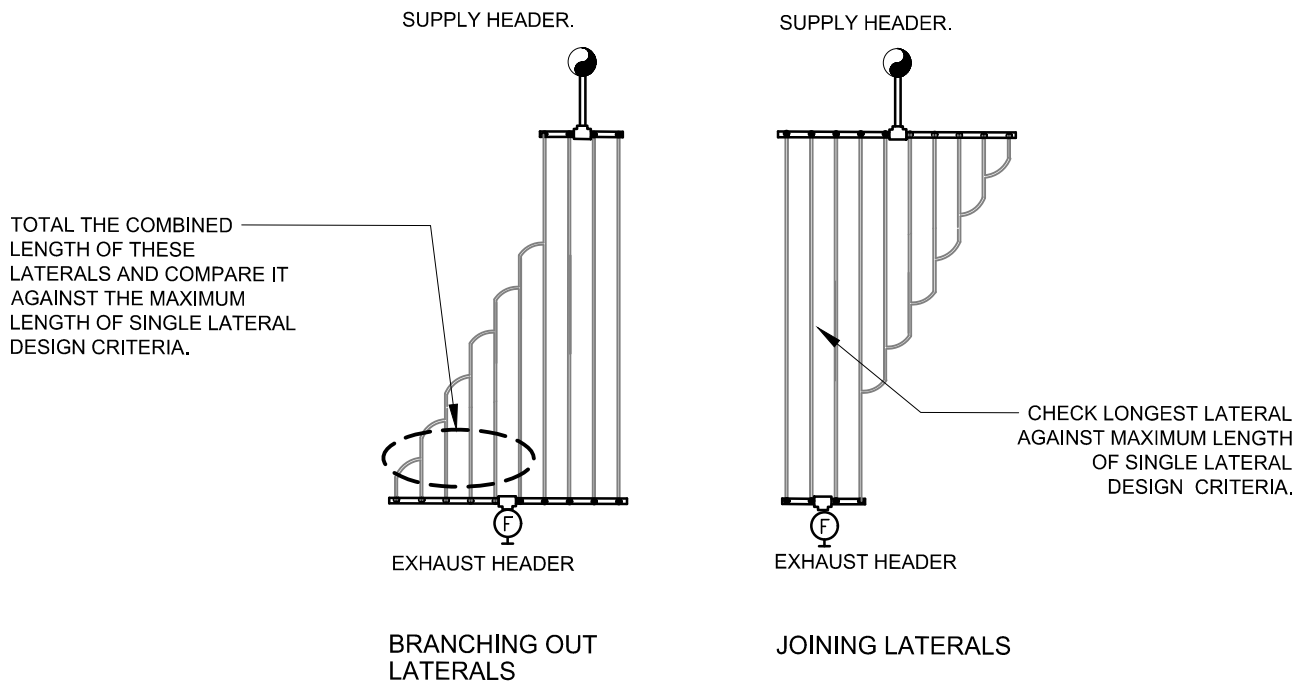
## DRIP LINE FLUSH VALVES

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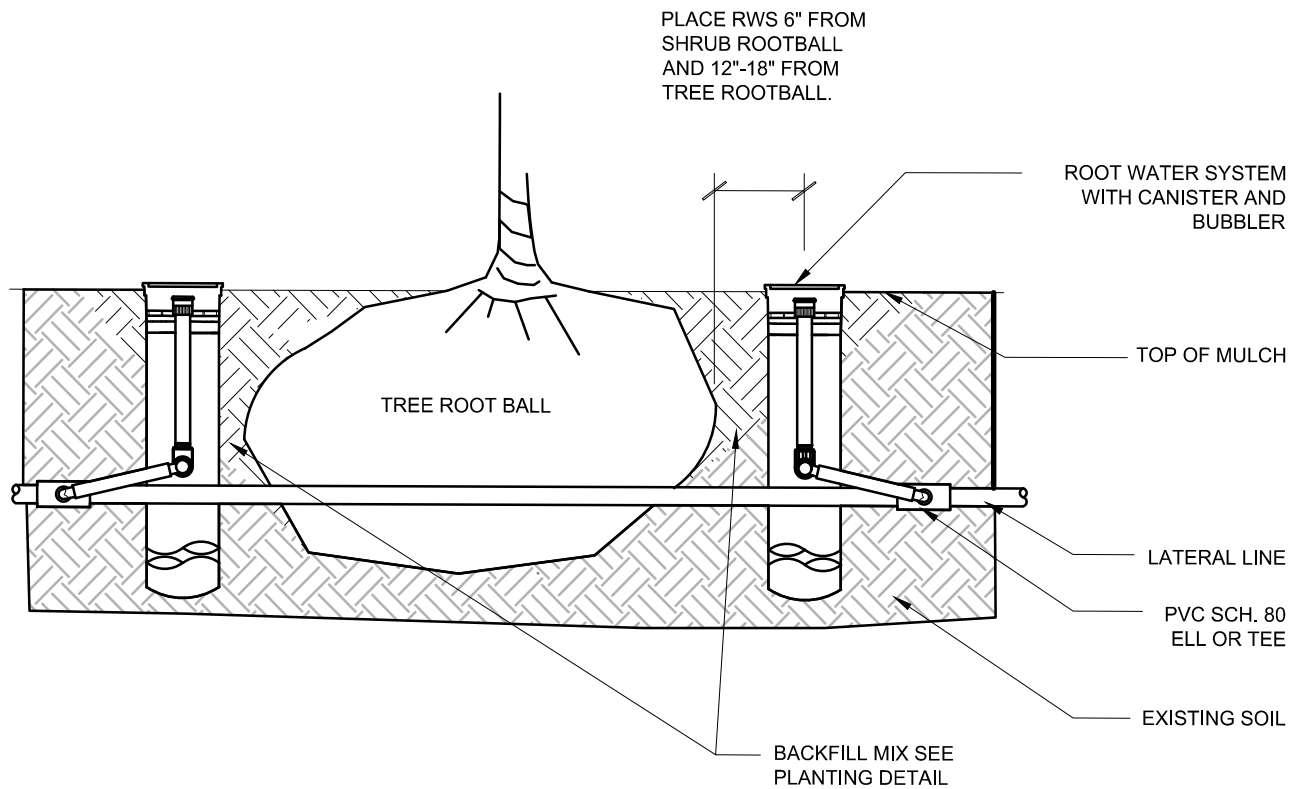
HEBER CITY  
STANDARD DRAWING

LANDSCAPE IRRIGATION-25



TYPICAL DRIPLINE LAYOUT





NOTES:

1. TREE ROOT WATERING SYSTEM (RWS) - THREE RWS PER TREE TYP. PLACE TWO ROOT WATERING SYSTEMS ON UPHILL SIDE OF TREE ROOTBALL IF SLOPE EXISTS.
2. DO NOT USE TREE ROOT WATERING SYSTEMS IN LAWN AREAS.

TREE ROOT WATERING SYSTEM

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STANDARD DRAWING

LANDSCAPE IRRIGATION

NOTE: ALL CONTROLLER WORK SHALL BE DONE BY INDIVIDUALS WITH WEATHERTRAK LEVEL 2 TRAINING CERTIFIED BY HYDROPOINT. PROOF OF TRAINING IS REQUIRED.

RAIN SENSOR WITHIN VIT RAIN SENSOR ENCLOSURE (PT# RGVRS) PER SPEC.

1" PVC SWEEP ELL AND CONDUIT FOR 120 VAC FROM METERED POWER SUPPLY.

3" PVC SWEEP ELL AND CONDUIT FOR CONTROL WIRES.

2" PVC SWEEP ELL AND CONDUIT FOR OPTIONAL CONVENTIONALLY WIRED FLOW SENSOR AND MASTER VALVE WIRES.

1" PVC SWEEP ELL AND CONDUIT FOR GROUNDING WIRE. WIRE SHALL BE AS STRAIGHT AS POSSIBLE. GROUND CONTROLLER PER ASIC GUIDELINES.

LOW PROFILE ANTENNA

STAINLESS STEEL AUTOMATIC CONTROLLER ENCLOSURE ASSEMBLY. SEE IRRIGATION LEGEND FOR MAKE AND MODEL.

WEATHERTRAK OPTIFLOW XR SERIES CONTROLLER. SEE DRAWINGS AND SPECS FOR ADDITIONAL INFORMATION.

UNIVERSAL RADIO REMOTE INTERFACE (TYPICAL).

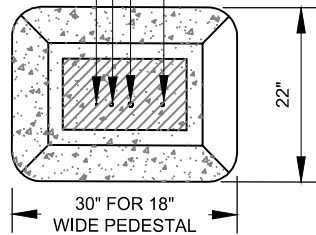
NEATLY BUNDLE WIRES AND SECURE WITH WIRE TIES (TYPICAL).

CONTROLLER TRANSFORMER.

GFI ON/OFF POWER SWITCH RECEPTACLE. (OPTIONAL)

1" PVC SWEEP ELL AND CONDUIT FOR 120 VAC FROM METERED POWER SUPPLY.

3" PVC SWEEP ELL AND CONDUIT FOR CONTROL WIRES.



FLOW SENSOR CABLE AND MASTER VALVE WIRES PER SPECIFICATIONS.

FINISH GRADE. 2" BELOW TOP OF CONCRETE BASE.

POURED CONCRETE BASE. SLOPE TO DRAIN.

FILL VOIDS WITH CONCRETE SLURRY MIX.

1" PVC SWEEP ELL AND CONDUIT FOR GROUNDING WIRE. WIRE SHALL BE AS STRAIGHT AS POSSIBLE. GROUND CONTROLLER PER ASIC GUIDELINES.

2" PVC SWEEP ELL AND CONDUIT FOR OPTIONAL CONVENTIONALLY WIRED FLOW SENSOR AND MASTER VALVE WIRES.

NOTE: MINIMUM CONCRETE BASE REQUIREMENTS. CONTRACTOR SHALL VERIFY NUMBER AND SIZE OF CONDUITS REQUIRED FOR EACH ENCLOSURE INSTALLATION. USE ENCLOSURE MANUFACTURER'S TEMPLATE FOR PROPER LAG BOLT PLACEMENT. PROVIDE A MINIMUM 2" OF CONCRETE FROM LAG BOLT TO OPENING IN CONCRETE BASE FOR CONDUITS.

## WEATHERTRAK OPTIFLOW XR FRONT ENTRY ENCLOSURE

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HEBER CITY  
STANDARD DRAWING

LANDSCAPE IRRIGATION

PLACE 100 LB POWER SET SOIL AMENDMENT TO EACH PLATE AS PER MANUFACTURER'S RECOMMENDATIONS.

COPPER GROUND PLATE  
(4" X 96" X .0625")

#6 AWG SOLID BARE COPPER  
WIRE (TYP.)

CONTROLLER

ELECTRODE SPHERE OF  
INFLUENCE BOUNDARIES  
1.5'x24' AND 10' DIAMETER

DO NOT INSTALL ANY OTHER  
WIRES OR CABLE WITHIN THE  
SPHERE OF INFLUENCE

NOTE:  
REQUIRED GROUNDING KIT  
CONSISTS OF GROUNDING ROD,  
COPPER GROUND PLATE, AND  
EXOTHERMIC WELD  
CONNECTION.

CONTRACTOR TO TIE EXISTING  
UTILITY GROUND TO NEW  
IRRIGATION GROUND TO MEET  
NEC COMPLIANCE.

DO NOT BACK FILL OVER  
GROUND PLATE UNTIL  
INSPECTED BY OWNER  
CONTRACTOR TO PROVIDE  
GROUNDING TEST CERTIFICATION  
OF 10 OHM OR LESS.

PLAN VIEW

CONCRETE PAD

CONTROLLER. SEE PLAN FOR UNIQUE  
INSTRUCTIONS AND LOCATIONS.

CARSON 10" RND. VALVE BOX WITH "T"  
TYPE BOLT DOWN COVER. PLACE 6"  
GRAVEL LAYER UNDER SIDES OF BOX.

PVC SWEEP ELL  
(1 1/2" OR LARGER)

12" MIN

30" MIN

FINISH GRADE

#6 AWG SOLID BARE  
COPPER WIRES

COPPER GROUND PLATE

EXOTHERMIC WELD CONNECTION

GROUND ROD

EARTH CONTACT MATERIAL

SECTION

## IRRIGATION CONTROLLER GROUNDING

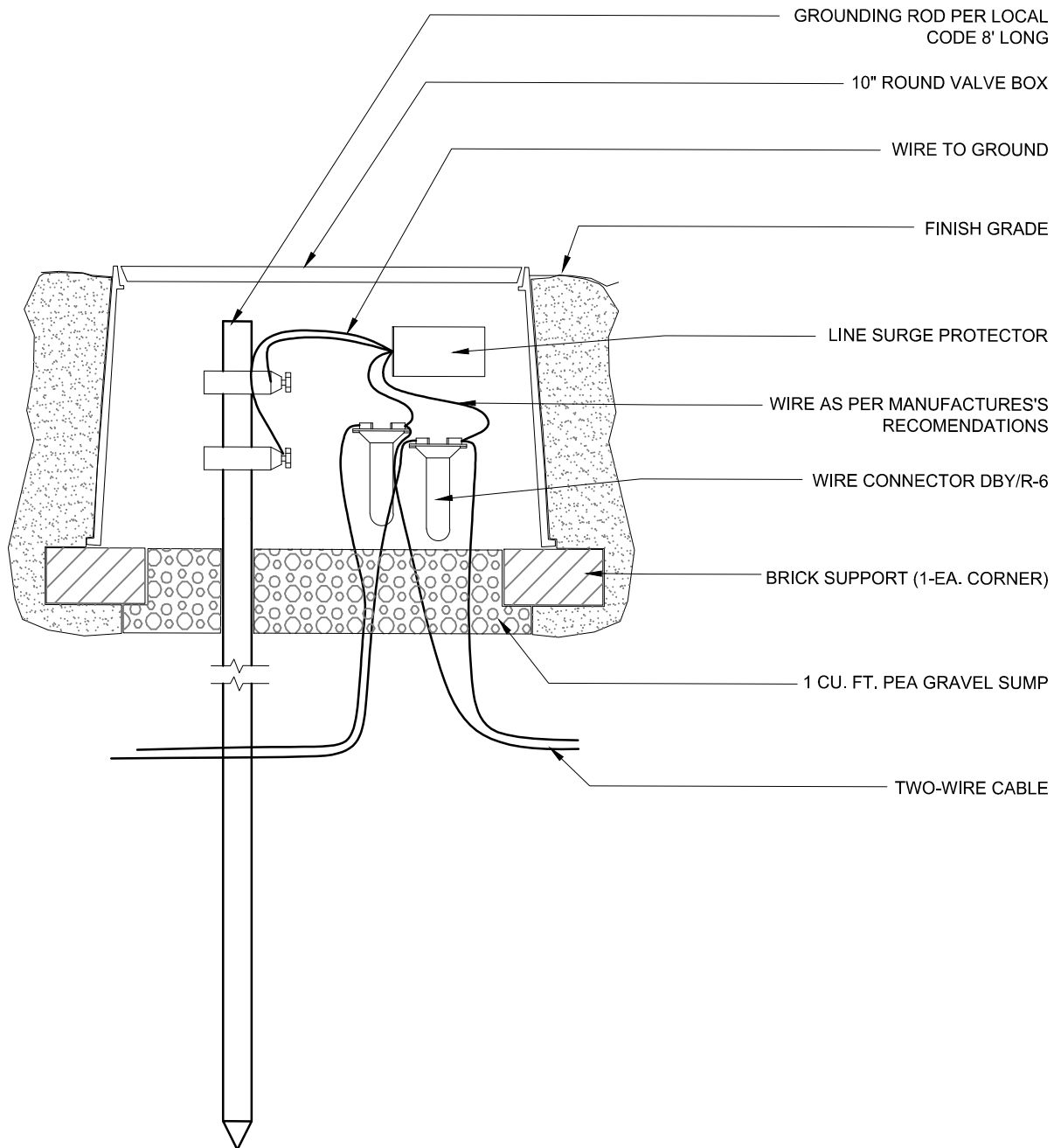
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LANDSCAPE IRRIGATION





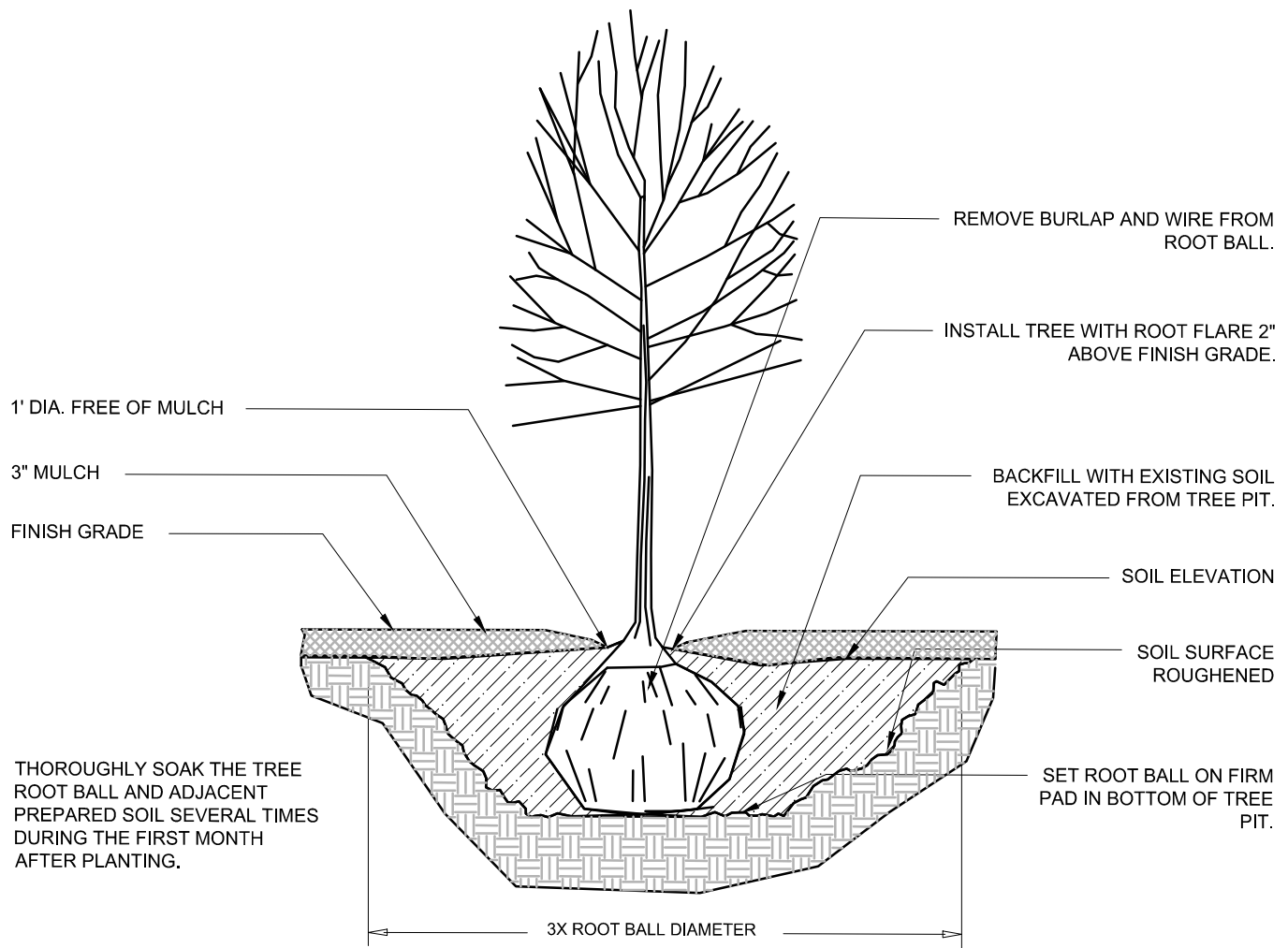
IRRIGATION 2-WIRE GROUNDING

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HEBER CITY  
 STANDARD DRAWING

LANDSCAPE IRRIGATION-30



#### STAKING TREES

1. STAKING IS NOT GENERALLY REQUIRED FOR ALL TREE PLANTING. IF CONDITIONS ARE PRESENT WHERE THE CONTRACTOR DEEMS IT NECESSARY TO STAKE TREES TO ENSURE VIABILITY THROUGH THE GUARANTEE PERIOD, THE CONTRACTOR MAY STAKE THE TREES AT NO ADDITIONAL COST TO THE OWNER.
2. ANY STAKING WILL BE IN ACCORDANCE WITH CURRANT HORTICULTURE PRACTICE. STAKING OF TREES WILL BE WITH WOODEN STAKES PLACED OUTSIDE OF THE ROOT BALL

### DECIDUOUS TREE PLANTING

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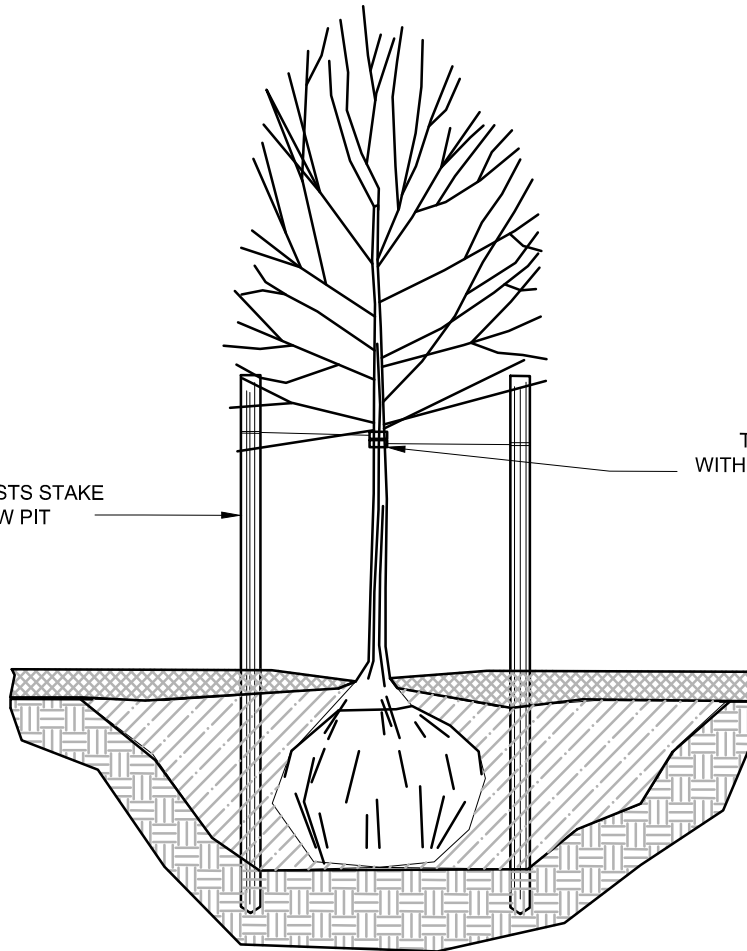


## HEBER CITY STANDARD DRAWING

LANDSCAPE PLANTING-1

2 - 2"x2" WOODEN POSTS STAKE  
TO EXTEND 18" BELOW PIT

TREE SUPPORTED BETWEEN STAKES  
WITH RUBBER HOSE COLLARS THREADED  
ON GUY WIRE 3'-5' ABOVE GRADE.



#### NOTE

ANY STAKING WILL BE IN ACCORDANCE WITH CURRANT HORTICULTURE PRACTICE. STAKING OF  
TREES WILL BE WITH WOODEN STAKES PLACED OUTSIDE OF THE ROOT BALL

SEE DETAILS FOR TREE PLANTING

### DECIDUOUS TREE STAKING

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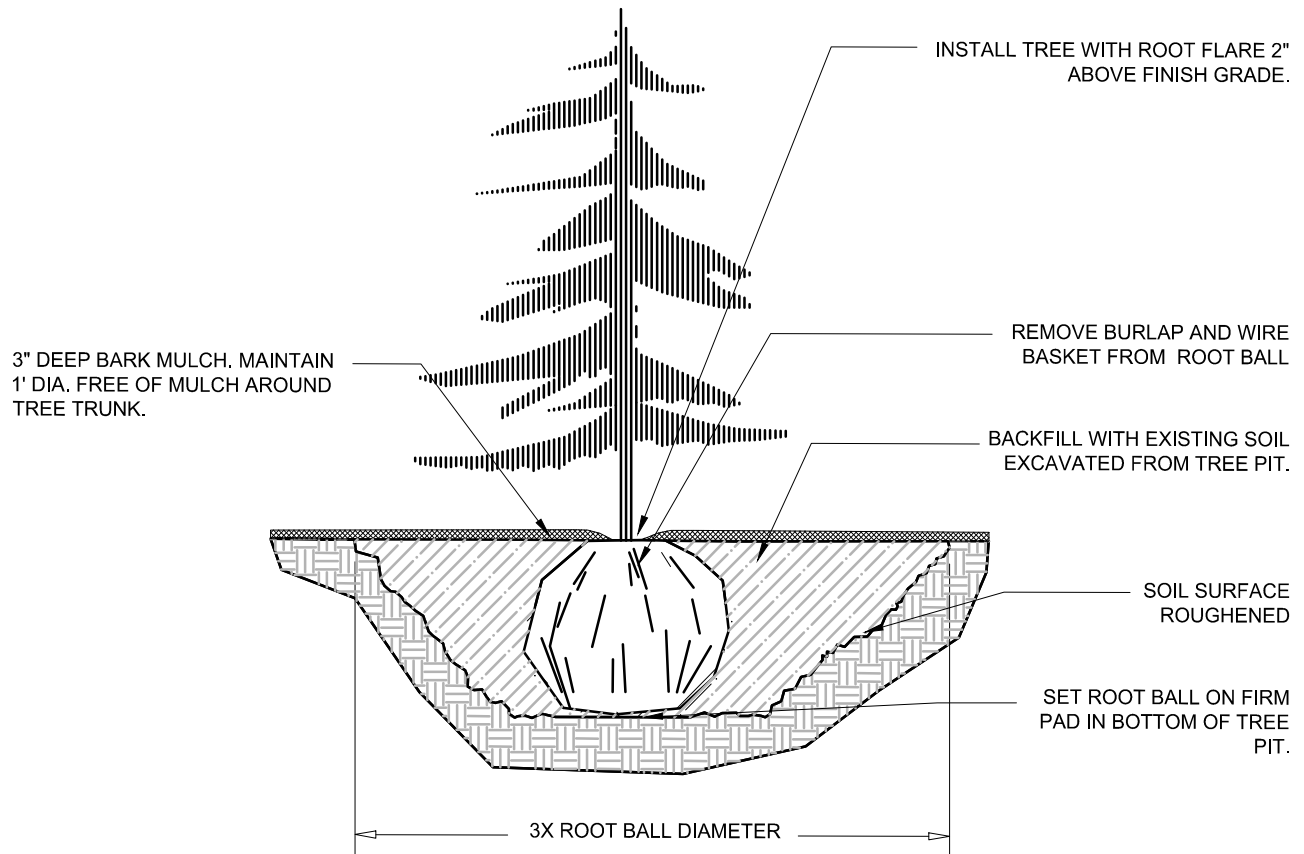
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HEBER CITY  
STANDARD DRAWING

LANDSCAPE PLANTING-2





**NOTE:**

1. STAKING/GUYING IS NOT GENERALLY REQUIRED. FOR ALL TREE PLANTING, IF CONDITIONS ARE PRESENT WHERE THE CONTRACTOR DEEMS IT NECESSARY TO STAKE TREES IN ORDER TO ENSURE VIABILITY THROUGH THE GUARANTEE PERIOD, THE CONTRACTOR MAY STAKE THE TREES AT NO ADDITIONAL COST TO THE OWNER.
2. STAKING/GUYING WILL BE IN ACCORDANCE WITH CURRANT HORTICULTURE PRACTICE.

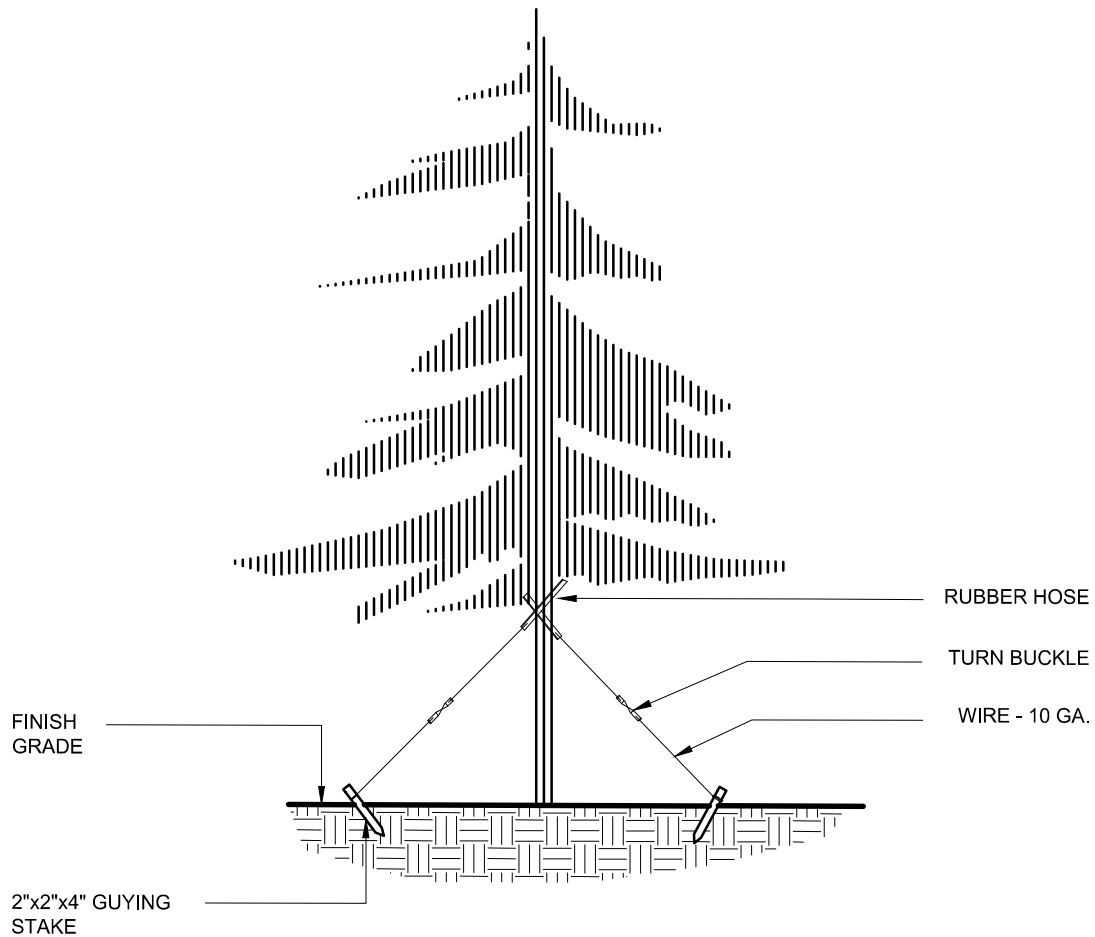
## EVERGREEN TREE PLANTING

DATE: APRIL 2023  
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 HEBER CITY, UTAH 84032  
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**HEBER CITY  
 STANDARD DRAWING**

LANDSCAPE PLANTING-3



NOTE:

1. STAKING / GUYING WILL BE IN ACCORDANCE WITH CURRENT HORTICULTURE PRACTICE. S
2. THREE EQUALLY SPACED WIRES ARE TO BE USED IN GUYING.
3. SEE DETAILS FOR TREE PLANTING.

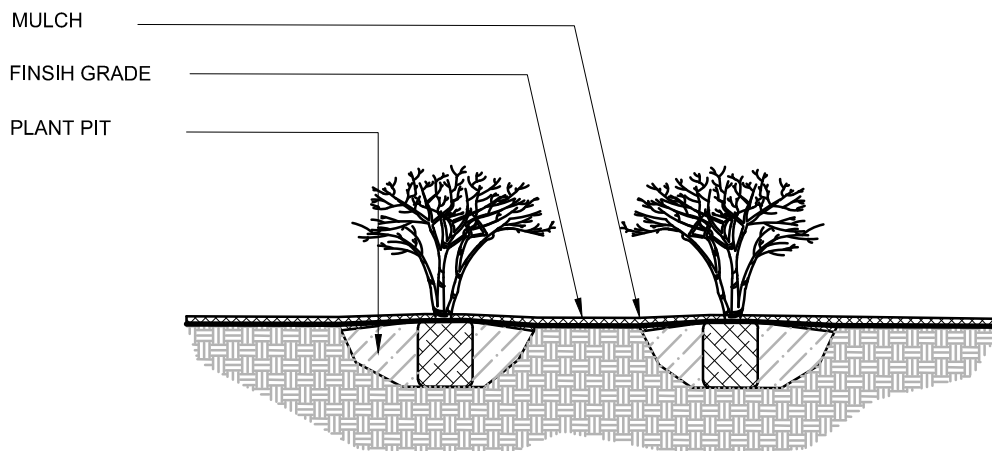
EVERGREEN TREE GUYING

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HEBER CITY  
 STANDARD DRAWING

LANDSCAPE PLANTING-4



SOAK TOPSOIL AND ALLOW TO PERCOLATE PRIOR TO PLANTING. SET PLANT AT SAME RELATIONSHIP TO FINISH GRADE AS IN CONTAINER.

## SHRUB PLANTING

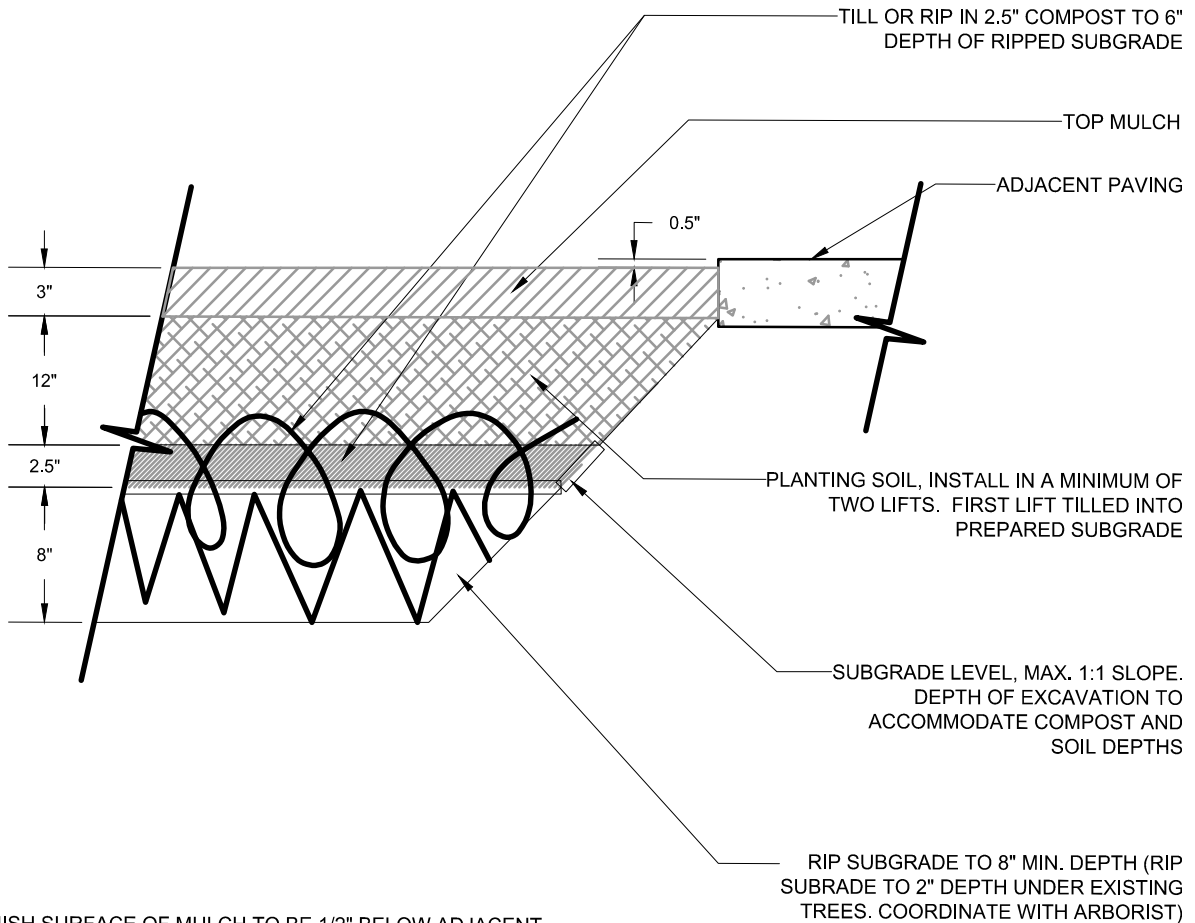
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HEBER CITY  
STANDARD DRAWING

LANDSCAPE PLANTING-3





NOTES:

- A. FINISH SURFACE OF MULCH TO BE 1/2" BELOW ADJACENT PAVEMENT.
- B. ALL AREAS IMPACTED BY CONSTRUCTION ACTIVITY OF ANY KIND, INCLUDING STORAGE OF MATERIALS, SHALL RECEIVE FULL SUBGRADE PREPARATION.

PLANTING BED PREPARATION

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HEBER CITY  
STANDARD DRAWING

LANDSCAPE PLANTING-8

# STANDARD LANDSCAPE SPECIFICATIONS

## TABLE OF CONTENTS

<u>Specification Section No.</u>	<u>Last Rev.</u>	<u>Specification Name</u>
01 5639	06/2023	Temporary Tree Protection
11 6813	06/2023	Playground Equipment
32 8400	06/2023	Irrigation Systems
32 9030	06/2023	Plants
32 9113	06/2023	Soil and Subgrade Preparation

## **SECTION 01 5639**

### **TEMPORARY TREE PROTECTION**

#### **PART 1 - GENERAL**

##### **1.1 RELATED DOCUMENTS**

- A. Section 32 8400 - Irrigation Systems
- B. Section 32 9030 - Plants

##### **1.2 SUMMARY**

- A. This Section includes trimming, protection, and irrigation of trees that are to remain. Trees which are to remain and must be protected are indicated on the drawings.

##### **1.3 SUBMITTALS**

- A. Tree Protection Plan: Contractor to submit a 'Tree Protection Plan' for approval by the Owner's Authorized Representative prior to beginning construction. The tree protection plan shall information including fencing, barricades, temporary irrigation, employee education, public education, etc.

##### **1.4 QUALITY ASSURANCE**

- A. Coordinate with the Heber City Authorized Representative to perform the following work:
  - 1. Remove branches from trees that are to remain, if required.
  - 2. Recommend procedures to compensate for loss of roots and perform initial pruning of branches and stimulation of root growth to accommodate new construction.
  - 3. Recommend procedures for excavation and grading work juxtaposed to established plants.
  - 4. Perform tree repair work for damage incurred by new construction.
  - 5. Determine the location of the tree protection fencing.

##### **1.5 PROJECT CONDITIONS**

- A. Temporary Protections: Provide fencing located outside the drip-line (outer perimeter of branches plus two feet) to protect trees and other plants that are to remain from damage for any tree within fifty feet of construction activity.



1. Tree protection fence that is protecting trees on adjoining properties needs only be on this project site and not on the adjoining property unless otherwise noted.
- B. Protect Root Systems: Do not store construction materials, debris, or excavated material within the drip-line of trees to remain. Do not permit vehicles within drip-line. Restrict foot traffic within fenced area to prevent excessive compaction of soil over root systems.
- C. Watering: Provide irrigation to the landscape and trees to remain.

#### 1.6 CERTIFIED ARBORIST OBSERVATIONS:

- A. A contracted certified Arborist or Heber City Arborist shall visit the site a minimum of once each month throughout the growing season to advise the Contractor and Owner's Authorized Representative of changes or modifications to the protection and maintenance procedures.
  1. The Arborist may provide a Tree Monitoring Report for each site visit indicating tree damage, soil moisture/irrigation, color of foliage, canopy density, trunk and limb discoloration, and pest presence.
  2. The Arborist may provide a Post-Construction Management Plan for the trees indicating tree assessments, fertilizing recommendations, and other long term maintenance recommendations.

### PART 2 - MATERIALS

#### 2.1 FENCING:

- A. Tree protection fence shall be sturdy and highly visible to discourage entrance and disturbance.
  1. Fence to be 4 ft high minimum high visibility nylon or chain link.
  2. Fence to be constructed using free standing posts, not post driven into the tree root systems.
  3. Signage – fencing shall be signed indicating the fence as a tree protection fence with the Owner's Authorized Representative and Contractor contact information. Arborist information may be included.

#### 2.2 TREE WATERING

- A. Provide water to trees as required and as directed by the Heber City Arborist. Watering to be applied by hand or by a temporary irrigation system.
  1. Hand watering to be by hose or pipe and water applied on a regular as needed basis.
  2. Temporary irrigation system to include pipe, fittings, risers, nozzles, and valve(s) as needed to ensure proper application of water. Temporary irrigation system shall be connected to an automatic controller or timer.

## 2.3 ROOT PROTECTION MULCH

- A. Temporary construction within the tree protection fence requires additional root protection to minimize soil compaction and mechanical root damage. The methods of root protection are to be determined by the arborist, and may include the following;
  - 1. Apply 4 inches of woodchip mulch to the area.
  - 2. Use ¾ inch plywood sheets
  - 3. Use large wood beams
  - 4. Use 4 inches of gravel mulch over a landscape fabric
  - 5. Use commercial road mats
- B. Temporary applications of root protection to be removed and the tree protection fence re-installed as soon as construction activity near the tree is completed.

## PART 3 - EXECUTION

### 3.1 GENERAL

- A. Install fencing at the Tree Protection Zone (TPZ) which is defined as at the drip line of the canopy plus 2 feet. Install fence at the TPZ of the trees to remain prior to construction in the area. Install two notification signs (minimum) at each tree or every 100 feet if a group of trees are fenced together.
- B. Protect tree root systems from damage due to noxious materials caused by run-off or spillage during mixing, placement, or storage of construction materials. Protect root systems from flooding, eroding, or excessive wetting resulting from dewatering operations.
- C. Do NOT allow fires under or adjacent to trees or other plants that are to remain.
- D. Remove branches from trees that are to remain, if required, in order to accommodate new construction.
  - 1. Where directed by Owner's Authorized Representative and arborist, extend pruning operation to restore natural shape of entire tree.
  - 2. Cut branches and roots, if required, with sharp pruning instruments; do not break or chop.
- E. Watering: Water trees with temporary irrigation system at a rate that allows each tree to receive adequate water as directed by the arborist.
  - 1. Irrigation system to the trees and landscaping shall be operated by an automatic controller.
  - 2. Provide temporary irrigation to landscape and trees to remain if irrigation systems are not in operation.

3. Irrigation water should penetrate the soil to a depth of 18 inches with a minimum of 1 inch of irrigation water weekly in the absence of rainfall.

### 3.2 EXCAVATION AROUND TREES

- A. Excavate within proximity of trees only where indicated. Do not machine excavate within drip line.
- B. Where excavating for new construction is required within drip line of trees, hand excavate to minimize damage to root systems. Provide protective plywood sheeting at excavations if required. Use narrow-tine spading forks and comb soil to expose roots.
  1. Relocate roots in backfill areas wherever possible. If large, main lateral roots are encountered, expose beyond excavation limits as required to bend and relocate without breaking. If encountered immediately adjacent to location of new construction and relocation is not practical, cut roots approximately 3 inches back from new construction.
- C. Do not allow exposed roots to dry out before permanent backfill is placed; provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in moist condition and temporarily support and protect from damage until permanently relocated and covered with earth.
- D. Where trenching for utilities is required within drip line, tunnel under or around roots by hand digging. Do not cut main lateral roots or tap roots; cut only smaller roots that interfere with installation of new work. Cut roots with sharp pruning instruments; do not break or chop.
- E. Prune branches to balance loss to root system caused by damage or cutting of roots.

### 3.3 GRADING AND FILLING AROUND TREES

- A. Maintain existing grade within drip line of trees.
- B. Lowering Grades: Where existing grade is above new finish grade shown around trees, gradually slope grade away from trees as recommended by Arborist. Do not reduce grade within drip line.
  1. Prune the branches to stimulate root growth and to compensate for loss of roots. Provide subsequent maintenance during the contract period as recommended by arborist. Provide Owner with typed instructions for recommended long-range maintenance procedures to be followed after completion of construction operations.

### 3.4 RAISING GRADES:

- A. Minor Fills: Where existing grade is 6 inches or less below elevation of indicated finish grade, use topsoil fill material specified. Place in single layer and do not compact; hand grade to require finish elevations. Do not place soil material against trunk of tree.
- B. Raising Grades: Where existing grade is greater than 6" below elevation of indicated finish grade, provide stone retaining walls or adjust grading to maintain existing grading within drip lines.



Coordinate work with owner's authorized representative and arborist.

### 3.5 REPAIR AND REPLACEMENT OF TREES

- A. Repair trees damaged by construction operations. Make repairs promptly after damage occurs to prevent progressive deterioration of damaged trees.
- B. If a tree is damaged, the Arborist and Owner's Authorized Representative shall determine if the tree can be restored to normal growth pattern. When it is determined that a tree cannot be restored, the following shall occur:
  - 1. Provide a new tree of the same species as those being replaced. Plant and maintain in accordance with current horticultural requirements.
  - 2. If trees over 6 inches in caliper measurement (taken 12 inches above grade) are required to be replaced, provide new trees with 2-inch caliper size and of species selected by the Owner.
  - 3. A tree appraisal shall be conducted by a third-party certified arborist using the latest guide for tree appraisal and the contractor will compensate the owner the agreed amount as a settlement.

### 3.6 DISPOSAL

- A. Burning removed trees and branches is not permitted on the site.
- B. Removal from Owner's Property: Remove excess excavation, displaced trees, and trimmings in a legal manner. These actions are to be provided at no additional expense to the Owner.

### END OF SECTION

**SECTION 11 6813**  
**PLAYGROUND EQUIPMENT**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Furnish and deliver from a qualified manufacturer(s), all materials required to install playground equipment, subsurface drainage, base materials, and resilient surfacing.
- B. Layout and install playground equipment meeting current safety standards.
- C. Any minor items of labor or materials not specifically noted on the drawings or specifications, but necessary for the proper completion of the work, shall be considered incidental to and are to be included in the work.

**1.2 COORDINATION**

- A. Coordinate and cooperate with other contractors as necessary to enable the work to proceed as rapidly and efficiently as possible.
- B. Inspection of Site: The Contractor shall be acquainted with all site conditions. Should utilities not shown on the plans be found during excavations immediately notify the Owner's Authorized Representative. Failure to do so will make the Contractor liable for any and all damage thereto arising from his/her operations subsequent to discovery of such utilities not shown on plans.
- C. Existing Utilities: Before any trenching, excavation or digging below the surface for any reason is begun, the Contractor shall have the area "Blue Staked" in order to determine as close as possible the location of all underground utilities. The Contractor will conduct the work in such a manner to protect all utilities from damage. It is the responsibility of the Contractor to repair or replace any damage incurred by the Contractor or the Contractor's employees at no expense to the Owner.

**1.3 SUBMITTALS**

- A. Playground Equipment
  - 1. The Contractor/Manufacturer's Representative shall submit the following; play capacity of each component prior to installation, scaled drawings of each specified component including dimensioned plans, color charts, erection drawings, installation details, parts list, and technical data for correct assembly of all components, clamp details, and anchoring details.
- B. Resilient Safety Surfacing
  - 1. Data and test information meeting playground safety and accessibility guidelines.

C. Shade Structures

1. Shop Drawings including:
  - a. Column layout for applicable anchor bolts or buried columns.
  - b. Foundation design.
  - c. Three dimensional views of frame.
  - d. Member sizes and locations.
  - e. Structural connection details, including bolt sizes and plate thicknesses
  - f. Fabric roof and connection details for installation clarity.

D. Warranty / Guarantee

1. The Contractor/Manufacturer's Representative shall provide information on the equipment manufacturer's warranty/guarantee with bid.

1.4 QUALITY ASSURANCE

- A. The Manufacturer and supplier furnishing the play equipment and structures must have a minimum of 10 years of experience in the manufacturing and supply of play equipment with the personnel, facilities, and equipment adequate for the products specified, and shall produce written proof of such with bid.
- B. The Contractor installing the play equipment and structures must have a minimum of 5 years of experience in the installing of play equipment with the personnel, facilities, and equipment adequate for the products specified, and shall produce written proof of such with bid.
- C. The Contractor installing the play equipment must be certified as a Certified Playground Safety Inspector in good standing with the National Playground Safety Institute

1.5 SAFETY GUIDELINES AND STANDARDS

- A. All materials and equipment shall conform to the current issue of the "Public Playground Safety Handbook" published by the U.S. Consumer Product Safety Commission (C.P.S.C. Publication No. 325), and ASTM F1487-11. The manufacturer shall be responsible for correcting any product violations of the C.P.S.C. Guidelines and ASTM F1487-11, to the satisfaction of the Owner, should they be found after installation.
  1. Related Information:
    - a. ASTM F1487 – Standard Consumer Safety Performance Specification for Playground Equipment for Public Use
    - b. ASTM F1292 – Standard Specification for Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment
    - c. ASTM F1951 – Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment
    - d. ASTM F2075 – Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment
    - e. ADA Accessibility Guidelines (ADAAG)
- B. Playground shall be accessible in accordance with the latest ADA Accessibility Guidelines (ADAAG) Section 15.6 Play Areas.



- C. Playground Equipment must hold the International Play Equipment Manufacturers Association (IPEMA) certification.

## PART 2 - MATERIAL

### 2.1 PLAYGROUND EQUIPMENT – OWNER PROVIDED, CONTRACTOR INSTALLED

- A. Material: All materials shall be structurally sound and suitable for safe play. Durability shall be ensured on all steel parts by the use of time-tested coatings such as zinc plating, galvanizing, finish coatings, etc. All metal components to be coated and/or powder coated.
- B. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879. Manufacturer to provide special tools for pinned tamperproof fasteners.
- C. Footings: Bury depth on all footings shall be 34” minimum below Finished Grade (FG) on all in-ground play events/posts. As per Manufacture’s requirements.
- D. Submit layout shop drawings and equipment list for review

### 2.2 COLORS

- A. Colors:
  - 1. Colors of play equipment and surfacing may be suggested but will be selected by the Owner.

### 2.3 CONCRETE FOR FOOTINGS

- A. Concrete Post Mix: 3000 PSI mix
- B. Water: Potable

### 2.4 PLAYGROUND RESILIENT SAFETY SURFACING

- A. Grass Resilient Surfacing
  - 1. Owner Preferred
  - 2. Playground Grass Ultra by ForeverLawn
    - a. Synthetic Grass than meets fall height safety requirements
    - b. IPEMA certified to ASTM F1292
    - c. Local Sales Representative, Paul Daniels, ForeverLawn Mountain West, C: (208)283-8638, UT: (801)503-0949
- B. Rubber Resilient Surfacing
  - 1. To be used with Owner Permission Only

2. Solid Bonded Rubber Resilient Surfacing will be installed as a poured in place rubberized material base and ½" minimum resilient top surface.
3. Aliphatic Binder Required
4. Surface material to be in compliance with ADA requirements and meet ASTM standards F1292 for field and laboratory tests specified for designated fall height and impact.
5. Solid surfacing to be installed over compacted drainage and base materials.
  - a. Full color surfacing required.
  - b. Multiple colors required.
  - c. Colors, design and patterns as detailed

C. Engineered Wood Fiber Material

1. To be used with Owner Permission Only
2. Engineered wood fiber comprised of softwoods and/or hardwoods, consisting of randomly sized wood fibers the majority of which do not exceed 1.5" in length and containing 10% to 20% fines to aid in compaction. (It is generally understood that the manufacturing process allows a few oversized pieces.
3. Product depth, after installation, must be in accordance with the procedure described in ASTM F-1292-04 and meet guidelines for critical height as set forth by the CPSC for use of wood products for protective surfacing.
4. Product testing and data sheet submittal required.

## 2.5 SUBSURFACE DRAINAGE

- A. Perforated pipe – 3 inch minimum diameter and/or panel pipe 12 inches wide.
- B. Drain pipes to be covered on all sides with a non-woven filter fabric.
- C. Connectors and fittings as required.
- D. Sand backfill material: course washed sand less than 5% retained on #10 and less than 5% passing #30 U.S. standard sieves.

## 2.6 SHADE STRUCTURE

- A. General: The pre-engineered package shall be pre-cut and pre-fabricated to include all parts necessary for field construction. The shelter shall be shipped knocked-down with complete assembly instructions, and ready for field installation.
- B. Engineering Data:
  1. Structures are engineered to meet or exceed the requirements of International Building Code (IBC), and the following *standard* specifications:
    - **Wind Speed (Frame only):** 150 m.p.h.
    - **Wind Speed (Frame w/canopy):** 90 m.p.h.

- **Live Load:** None
- **Snow Load:** None

C. Reinforced Concrete Footings:

1. Footings shall be designed per stringent International Building Code (IBC) for the specific structure.
2. Concrete shall have minimum 28-day compressive strength of 3,000 psi and slump of 4" (+/- 1"), unless otherwise noted on the drawings or calculations.
3. Reinforcing shall be ASTM A615, grade 60.

D. Material:

1. All materials shall be structurally sound and appropriate for safe use.
2. Product durability shall be ensured by the use of corrosion-resistant metals such as stainless steel, and coatings such as zinc-plating, galvanizing, and powder-coating on steel parts, subject to the Project-Specific requirements below.
3. Fabrics used shall include UV-stabilizers and fire retardants for longevity and safety.

E. Posts, Structural Framing, And Hardware:

1. All tubing used shall be cold-formed and milled per ASTM A-135 and ASTM A-500. Material testing is in accordance with ASTM E-8. Minimum yield is 40,000 psi with a minimum tensile strength of 45,000 psi on all posts.
2. All tubing shall be pre-cut to appropriate lengths, and where applicable all outside surfaces shall be galvanized, with an interior corrosion-resistant zinc-rich coating. Where required, support pipes shall be schedule 40 hot-dip galvanized or powder-coated black steel.
3. All tubing members are factory-welded by Certified Welders to American Welding Society (AWS) specifications and to the highest standards of quality workmanship.
4. Weldments are finished with a zinc-rich galvanized coating. No field welding is required in the assembly of Shade Systems products.
5. All fastening hardware shall be stainless steel.

F. Fastening System Requirements:

1. Shade fabric shall be delivered complete with independent cables pre-inserted in fabric hems.
2. Each cable shall be looped and clamped at each end.
3. Product must be delivered complete with an instructional video on DVD media. Video must show the viewer the exact procedure for removing and re-attaching canopy using an actual shade structure in the field.



G. Roofing Materials:

1. SHADE FABRIC: Knitted of monofilament and tape construction high density polyethylene with Ultra Violet (U.V.) stabilizers and flame retardant.
  - a. UV-Block Factor varies by standard color offered from 91% to 99%.
  - b. Properties:
    - Nominal Thickness: 0.057 inches
    - Light Fastness: Min. 337 g/m2
    - Weather Fastness: 7-8 (Blue Wool Scale)
    - Tear Resistance: 4-5 (Grey Scale Test)
    - Breaking Force: Warp 210N, Weft 276N
    - Bursting Pressure: Mean 3125kPa
    - Bursting Force: Mean 1775N
  - c. All hems and seams are double row lock stitched using exterior grade UV-stabilized polyethylene GORE™ TENARA™ sewing thread (GORE and TENARA are trademarks of W. L. Gore & Associates).
2. Shade Fabric is treated with fire retardants, and passes the requirements established under the NFPA 701 Test Method 2 test standards for flammability, including the accelerated water leaching protocol.
  - a. Written evidence of compliance with this standard, including the accelerated water leaching protocol, must be furnished with bid proposal.
3. Fabric is attached to frame using a vinyl covered minimum 1/4" diameter stainless steel and clear vinyl coated cable.
  - a. Cable fasteners are zinc-plated copper for maximum corrosion resistance.

H. Polyester Powder-Coating Process:

1. All powder-coated parts are completely cleaned and a hot zinc phosphate pretreatment with non-chromic sealer is applied.
2. Powder-coating is then electrostatically applied and oven-cured at 375 to 425 degrees Fahrenheit.
3. Polyester powders shall meet or exceed ASTM standards for Adhesion, Hardness, Impact, Flexibility, Overbake Resistance, and Salt Spray Resistance.
4. Colors shall be specified by Owner.

PART 3 - EXECUTION

3.1 COORDINATION

- A. The contractor shall coordinate his work with that of the Owner, other contractors on site, and shall cooperate to the fullest extent to see that the work is completed in a timely and workmanship like manner.
- B. The Contractor shall be responsible for assuring that the installed playground equipment meets all safety requirements and shall have the structure inspected and certified by a Certified

Playground Inspector. The playground equipment shall be installed using the Manufacturers Installation Instructions.

- C. Install approved play equipment and footings per manufacture's specifications. Backfill, compact, and clean area as necessary to restore sub-base.
- D. Repair any and all damage to playground components and/or site improvements that was caused during playground installation.

### 3.2 DOCUMENTATION

- A. Contractor to inventory and document equipment.

### 3.3 INSTALLATION

- A. Contractor shall at all times be responsible for providing and maintaining a clean, safe, and secure working area. Contractor shall be responsible for providing barriers, signage, etc., in order to achieve this secure area. Contractor shall be responsible for the proper disposal of any and all earth, concrete, gravel, etc., removed in the process of installation.
- B. Contractor shall provide the following for each installation upon completion: one owner's manual, one parts inventory, a collection of spare bolts/fasteners and tools needed to replace, and "clear/concise inspection, maintenance, and repair instructions including, but not limited to, what, when, and how to inspect, maintain, and repair" as stated in the ASTM standards.
- C. Contractor shall submit in writing a schedule of the projected start and completion dates for all installations for approval. Contractor shall be responsible for completing installations in a timely and orderly fashion according to the approved schedule submitted.
- D. Playground contractor to install drainage and play equipment and re-contour and re-compact base material as required.
- E. Install subsurface drainage per reviewed shop drawings, submittals and details.
- F. Install playground equipment as per manufacture's recommendations and requirements.
- G. Install resilient surfacing as per manufacture's recommendations and requirements to comply with all applicable playground safety regulations and guidelines.
- H. Contractor shall be responsible for coordinating with the City for a playground safety audit prior to opening playgrounds for use. Final payment will not be authorized until audit is complete and found to be/or is corrected to be in compliance with design standards, recommendations, and requirements.
- I. Playground Safety Audit Certificates for each playground to be provided for Heber City, the contractor and the designer.
- J. Contractor to layout the playground equipment with adequate safety and fall distances. The contractor shall be responsible for assuring that the installed playground equipment meets all safety requirements and shall have the structure inspected and certified by a Certified Playground Safety Inspector (CPSI).

3.4 SHADE SAIL ERECTION

- A. Install all components according to manufacturer's installation instructions and these specifications.

3.5 CLEAN-UP

- A. During work, store materials and equipment where directed. Keep pavements clean and work area in an orderly condition.
- B. The Contractor shall keep the site free from accumulation of waste material. At the time of completion, all areas must be swept or washed clean and all rubbish removed to the satisfaction of the Owner's Authorized Representative.
- C. The Contractor shall keep roads, shoulders, walks, clean.
- D. Remove from the site all debris resulting from work of this section.

3.6 WARRANTY: PLAYGROUND EQUIPMENT

- A. The Contractor shall warranty the installation for a period of one-year minimum following substantial completion and acceptance.

**END OF SECTION**



## SECTION 328400

### IRRIGATION SYSTEMS

#### PART 1 - GENERAL

##### 1.1 SUMMARY

###### A. Section Includes:

1. These specifications, together with the accompanying drawings and reference materials convey the design intent to accomplish the work of installing an irrigation system that will operate in an efficient and satisfactory manner according to the workmanlike standards established for the irrigation industry.
  - a. As-built Irrigation Drawings: The contractor shall prepare as-built drawings which shall show deviations from the contract documents made during construction affecting the main line pipe, controller locations, remote control valves, manual drain valves, and all irrigation heads. The drawings shall also indicate and show approved substitutions of size, materials and manufacturer's name and catalog number. The Contractor will keep a record of all departures from the contract drawings that occur during construction. These shall be kept on a clean set of prints of the contract drawings.
  - b. As-built Drawings shall be furnished to the Owner's Authorized Representative at the time of the Inspection before any Substantial Completion Date will be issued.
2. The work consists of furnishing and installing an underground irrigation system as shown on the drawings and specifications. Include all labor, equipment and materials and perform all operations in connection with the construction of the irrigation system.
3. It will be the Contractor's responsibility to report to the Owner's Authorized Representative any deviations between the drawings, specifications and the site. Failure to do so prior to the installing of equipment, and resulting in replacing, and/or relocating, will be done at the Contractor's expense.
4. Permits and Fees: Obtain all permits and pay required fees to any governmental agency having jurisdiction over the work. Inspections required by local ordinances during the course of construction shall be arranged as required. On completion of the work, satisfactory evidence shall be furnished to the Owner's representative to show that all work has been installed in accordance with the ordinances and code requirements. See existing utilities paragraph below.
5. Coordination: Coordinate and cooperate with other contractors to enable the work to proceed as rapidly and efficiently as possible.
6. Inspection of Site: Installer shall acquaint himself with all site conditions. Should utilities not shown on the plans be found during excavations notify the Owner's Authorized Representative. Failure to do so will make installer liable for any and

all damage thereto arising from his operations subsequent to discovery of such utilities not shown on plans.

7. Existing Utilities: Before any trenching, excavation or digging below the surface for any reason is begun, the Contractor shall have the area "Blue Staked" and coordinate with the Owner in order to determine as close as possible the location of all underground utilities. The Contractor will conduct his work in such a manner to protect all utilities from damage. It is the responsibility of the Contractor to repair or replace any damage incurred by the Contractor's work or workers at no expense to the owner.
8. Protection of Existing Site Conditions: The Contractor shall take necessary precautions to protect site conditions to remain. Should damage be incurred, the Contractor shall repair the damage to its original condition at his own expense.
9. Irrigation Point of Connection: Irrigation sources include pressurized irrigation; where the pressurized irrigation connections are not available, culinary water may be required. All culinary water connections must include a backflow preventer meeting state and local codes.
10. Guarantee: All work shall be guaranteed for compliance with the drawings and specifications for a period of one year after the date of substantial completion. The Contractor shall make good any deficiencies at the time he is notified of any faults, and place in satisfactory condition any damage to the buildings or grounds without cost to the Owner. All guarantees shall be in writing and approved by the Owner's Authorized Representative before submitting to the Owner.
11. The work covered by this section of the specifications consists of furnishing all labor, material, equipment and supplies in performing all operations in connection with irrigation system and all site work in strict accordance with this section of specifications and applicable drawings.
12. Any minor items of labor or materials not specifically noted on the drawings or specifications; but obviously necessary for the proper completion of the work, are to be considered as incidental to and are to be included in the contract.
13. Specification and installation details may be modified at the direction of the Heber City Parks Director on a specific project basis.

## 1.2 DEFINITIONS

- A. Circuit Piping (Lateral Lines): Downstream from control valves to sprinklers, specialties, and drain valves. Piping is under pressure during flow.
- B. Main Piping: Downstream from point of connection to water distribution piping to, and including, control valves. Piping is under water-distribution-system pressure.
- C. Low Voltage: As defined in NFPA 70 for circuits and equipment operating at less than 50 V or for remote-control, signaling power-limited circuits.

### 1.3 PERFORMANCE REQUIREMENTS

- A. Irrigation zone control shall be automatic operation with controller and automatic control valves.
- B. Location of Sprinklers and Specialties: Design location is approximate. Make minor adjustments necessary to avoid plantings and obstructions such as signs and light standards. Maintain 100 percent irrigation coverage of areas indicated.

### 1.4 SUBMITTALS

- A. Product Data: For each type of product indicated. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.
- B. Qualification Data: For qualified Installer.
- C. Controller Timing Schedule: Indicate timing settings for each automatic controller zone.
- D. Maintenance Data: Submit maintenance data and parts lists for irrigation system materials and products.
- E. Supplier: Submit names, addresses, and phone numbers of the distributors of the materials and products used.
- F. Site Map showing all final control systems, valves, heads, and irrigation zones.

### 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Project site Foreman or Supervisor has at least five consecutive years of commercial irrigation installation experience. This person shall be a current Certified Irrigation Contractor in good standing as set forth by the Irrigation Association. This person shall be on project site at least 75% of each working day.

### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store piping to prevent pipe-end damage and to prevent entrance of dirt, debris, and moisture.
- B. Store plastic piping protected from direct sunlight. Support to prevent sagging and bending.

### 1.7 PROJECT CONDITIONS

- A. Interruption of Existing Water Service: Do not interrupt water service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary water service according to requirements indicated:



1. Notify Owner no fewer than two days in advance of proposed interruption of water service.
2. Do not proceed with interruption of water service without Owner's written permission.

## PART 2 - PRODUCTS

### 2.1 PIPES, TUBES, AND FITTINGS

- A. Comply with requirements in the piping schedule for applications of pipe, tube, and fitting materials, and for joining methods for specific services, service locations, and pipe sizes.
- B. PVC Pipe:
  1. Main Line and Lateral pipes 3 inches and smaller in size to be PVC SCH 40, Main line pipes 4 inches and larger to be C900 DR 18 (225 psi) compression gasket ring joints. Ratings to be printed on pipe.
  2. All fittings for Mainline PVC SCH 40 pipe shall be PVC SCH 80
  3. All fittings for Mainline C900 pipe shall be ductile iron gasketed fittings.
  4. All joints of change of direction of pipe larger than 2" shall have thrust blocks or joint restraints.
  5. All fittings for lateral PVC pipe shall be PVC SCH 40 and PVC SCH 80 as detailed.
  6. All sprinkler heads (1/2" or 3/4" FIPT inlets) to be installed on swing pipe with two 1/2" spiral barbed ells and one street ell.
  7. All rotor heads with 1" FIPT or larger to be installed on pre-manufactured PVC swing joints.
  8. All quick couplers shall be installed on pre-assembled swing joints with brass threaded inserts. Lasco SnapLok Swing Joint (1"x12" minimum)
- C. See Heber City Engineering Standard Specifications and Details for thrust blocking.

### 2.2 PIPING JOINING MATERIALS

- A. Solvent Cements for Joining PVC Piping shall be IPS Weld-On-Line - No. P-70 Primer and No. 711 Cement, for PVC socket fittings for use on all pipe fittings.

## 2.3 ENCASUREMENT FOR PIPING (SLEEVES)

- A. Standard: PVC Schedule 40

## 2.4 MANUAL VALVES

- A. Stop and Waste Valve: (2" and smaller) Mueller Orseal, Valve box and sleeve as required.
- B. Gate Valves (Isolation Valves): Matco-Norca 200RTD Ductile Iron Epoxy Coated Resilient wedge type with 2" operating nut.
- C. Manual Drain Valves: 3/4" Apollo CII Bronze Ball Valve, Valve box and sleeve as required.
- D. Quick Coupler Assembly
  - 1. Quick Coupler Valves: Rain Bird 44-LRC
  - 2. Lasco SnapLok Swing Joint
  - 3. Quick Coupler Key: Rain Bird 44K
  - 4. Quick Coupler Hose Swivel: Rain Bird SH1

## 2.5 POINT OF CONNECTION

- A. Pressurized Irrigation Connection
  - 1. Amiad Mini-Sigma Automatic Flush Filter
    - a. Stainless Steel Smooth Touch Enclosure by Strong Box
      - 1) Lockable
      - 2) Contractor to verify size
    - b. Sump or drain as required.
    - c. Approved by Heber City Parks Director
- B. Culinary Water Connection
  - 1. Zurn Wilkins 375XLB Reduced Pressure Principle Backflow Preventer (3/4"-2")
    - a. Stainless Steel Smooth Touch Enclosure by Strong Box
      - 1) Lockable
      - 2) Contractor to verify size
    - b. Approved by Heber City Parks Director
- C. Master Valve / Flow Sensor – Netafim Hydrometer Globe Valve NC W/ Reed Switch (TL-LHM2TG1-MEL, TL-LHM4FG1-MEL), decoder as compatible with controller.

## 2.6 AUTOMATIC CONTROL VALVES

- A. Automatic Control Valves: Rain Bird PESB, Electric scrubber valve size as noted on

plans

1. Solenoids compatible with controller and valves.
2. Valve manifold assembly: Action Machining buttress and transition fittings

## 2.7 SPRINKLERS

- A. General Requirements: Designed for uniform coverage over entire spray area indicated at available water pressure. Nozzle patterns are to provide complete coverage and be compatible with the adjacent heads and nozzles. Contractor shall adjust patterns to provide adequate coverage.
- B. Spray Bodies and Nozzles -
  1. Rain Bird 1804 PRS - 4" pressure regulating bodies
    - a. Rain Bird Spray Nozzles - Type as noted on drawing.
    - b. Rain Bird Rotary Nozzles – Type as noted on drawings
    - c. Rain Bird Bubblers – Type as noted on drawings
- C. Rotor Heads
  1. Heads as manufactured by Rain Bird Corp.
  2. Use rotor heads of largest radius minimizing overspray to have fewest number of heads in the irrigated area.
    - a. 3500 Series – 15 to 35 feet radius
    - b. 5000 Series – MPR, PRS – 25 to 50 feet radius with matched precipitation nozzles and 45 psi pressure regulator
    - c. Falcon 6504 Series - Rotors

## 2.8 DRIP EQUIPMENT

- A. Drip Valve – Pre-assembled Control Zone Kit with control valve, pressure regulator and filter.
  1. Rain Bird X CZ-100-PRB-COM Wide Flow Drip Assembly – Flows 0.3-20 gpm
    - a. Rain Bird 1" PESB Valve
    - b. Filter, 200 mesh
    - c. Pressure regulator, 40-PSI
    - d. Ball Valve required
    - e. Action Buttress Unions required
    - f. Valve box(s) as required
  2. Rain Bird X CZ-150-PRB-COM
    - a. Rain Bird 1-1/2" PESB Valve - Flows 15-40 gpm
    - b. Filters, 200 mesh
    - c. Pressure regulator, 40-PSI
    - d. Ball Valve required



- e. Action Buttress Unions required
  - f. Valve box(s) as required
- 3. Rain Bird X CZ-150-LCS
  - a. Rain Bird 1-1/2" PESB Valve - Flows 15-62 gpm
  - b. Filters, 120 mesh
  - c. Pressure regulator, 40-PSI
  - d. Ball Valve required
  - e. Action Buttress Unions required
  - f. Valve box(s) as required
- B. Inline Drip Emitters - Rain Bird XFS-CV, dripline with check valve
- C. Drip Emitter Systems – As manufactured by Rain Bird Corp
- D. Root Watering System (RWS) - As manufactured by Rain Bird Corp
- E. Poly pipe (lateral piping), fittings, tubing, flush valves, valve boxes, and stakes as detailed– compatible with equipment
- F. Drip System Indicator – Hunter ECO-ID-6, 6" tall indicator with 1/2" FPT connection with 15-100 psi operating pressure.

## 2.9 CONTROLLER

- A. Controller – HydroPoint WeatherTRAK 2-wire controller compatible with Heber City systems. Verify model and connectivity with Heber City PRIOR to irrigation design.
- B. WeatherTRAK Controller WT-WTPRO3-C-#-CWM conventional wire for retrofit), (WT-WTPRO3-C-H2O48-CWM for new 2-wire control), Site Consultation Required.
- C. Grounding
  - 1. #6 AWG solid bare copper wire.
  - 2. Copper ground plate 4 inches wide, 96 inches long, 0.0625 inches thick with 25 feet continuous length of 6 AWG solid bare copper wire attached by the manufacturer.
  - 3. Copper clad steel ground rod 5/8 inch diameter, 10 feet long, UL listed.
  - 4. Cadweld GR1161G 'One-Shot' welding kit.
  - 5. Power Set earth contact material by Paige Electric, 1-800-327-2443.
  - 6. Ground network shall be 10 ohms or less when tested.
  - 7. Grounding Rod – 5/8" diameter minimum bare copper 8' long minimum
    - a. CADWELD connection exothermic weld kit.
    - b. Ten inch round valve box

8. 10" round valve box
- D. Control Wire Two-wire – Paige P7072D
1. Dedicated master valve two-wire to controller.
  2. Secondary or redundant two-wire, different colors from primary two-wires
  3. All wire to be continuous. For all wire connections to remote control valves and all splices of wire in the field, use 3M DBY connectors. If splices are necessary, they are to be installed in a standard size valve box.
  4. All irrigation wiring under asphalt, concrete, or any other hard surface needs to be in its own conduit.
  5. Provide secondary or redundant two-wire spare pair from to each valve from controller and label as such.
  6. Three foot (3') expansion loop required at all corners.
  7. All wires labeled in the controller and at the valve boxes.
  8. Solenoids / Surge Protection – compatible with control systems

#### 2.10 BOXES FOR AUTOMATIC CONTROL VALVES

- A. Control Valve Boxes shall be 'T' Type bolt down lid, as manufactured by Carson-Brooks, Ametek, Rain Bird or approved equal.
- B. Size:
1. Rectangular size as required.
  2. Round 10" diameter minimum
- C. Color of valve box lid shall be:
1. Green in turf areas.
  2. Brown or tan in shrub areas with bark mulch.
  3. Gray in rock or stone mulch areas.
- D. Drain Material:  $\frac{3}{4}$ " clean washed gravel
- E. Geotextile Fabric: DeWitt Pro 5 or equal

## PART 3 - EXECUTION

3.1 PIPE LOCATION: The contractor, prior to installing the system, must verify existing system pipe, valves, and wire location.

### 3.2 EARTHWORK

- A. Trenches shall be dug as deep and wide as necessary to properly place the irrigation piping. All trenches shall be backfilled and tamped sufficiently to insure no settling of the surface.
- B. The contractor, in placing the irrigation lines, etc. may uncover material not suitable for finish grading. This material shall be removed from the site. After the installation of the lines, the finished grading shall be smoothed over and restored to its original condition, using additional topsoil where necessary.
- C. Where existing pavements must be cut to install irrigation system, cut smoothly to straight lines 6" wider than trench. Repair or replace pavement cuts with equivalent materials and finishes.

### 3.3 PIPING INSTALLATION

- A. Install pipes as detailed in drawings.
- B. Location and Arrangement: The plans show the general areas for irrigation only. Contractor to repair irrigation in all areas disturbed or affected by this construction.
- C. Bedding Material: A bedding material shall be placed a minimum of 3" in all directions around all pipes prior to backfilling.
- D. Install piping at minimum uniform slope of 0.5 percent down toward drain valves.
- E. Install piping free of sags and bends.
- F. Main line pipe and lateral pipes shall not be in the same trench. Multiple lateral pipes in the same trench shall be separated by 6" out-to-out minimum.
- G. Install fittings for changes in direction and branch connections.
- H. Lay piping on solid subbase, uniformly sloped without humps or depressions.
- I. Install PVC piping in dry weather when temperature is above 40 deg F. Allow joints to cure at least 24 hours at temperatures above 40 deg F before testing.
- J. Install piping in sleeves under parking lots, roadways, sidewalks, dry stream bed, and other hardscape materials.
- K. Install sleeves as detailed.



### 3.4 JOINT CONSTRUCTION

- A. Ream ends of pipes and tubes and remove burrs.
- B. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
- C. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:
  - 1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
  - 2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.
- D. Flanged Joints: Select rubber gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.
- E. Ductile-Iron Piping Gasketed Joints: Comply with AWWA C600 and AWWA M41.
- F. PVC Piping Solvent-Cemented Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:
  - 1. Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements.
  - 2. PVC Pressure Piping: Join schedule number, ASTM D 1785, PVC pipe and PVC socket fittings according to ASTM D 2672. Join other-than-schedule-number PVC pipe and socket fittings according to ASTM D 2855.
  - 3. PVC Nonpressure Piping: Join according to ASTM D 2855.

### 3.5 VALVE INSTALLATION

- A. Underground Curb Valves: Install in curb-valve casings with tops flush with grade.
- B. Aboveground Valves: Install as components of connected piping system.
- C. Manual Drain Valves: Install manual drain valves at all low points and at each valve cluster on irrigation pressure line. Handle keys shall operate all manual drain valves. Drain valves shall be provided with a gravel sump not less than 12" X 12" X 18" in size and with gravel ¾" to 1" in size to insure continued dependable drainage. Cover drain material with landscape filter fabric and backfill remainder with excavated material. Install manual drain valve at all low points along mainline.
- D. Quick Coupler Valve: Install as per details with brass riser and pre-manufactured swing joint. Place one quick coupler where noted on the plans.

### 3.6 SPRINKLER SYSTEM HEADS

- A. Install sprinkler system as detailed and as per manufacturer's recommendations to provide complete coverage in landscape areas.

### 3.7 DRIP IRRIGATION

- A. Drip emitter shall be installed as detailed and as per manufacture's recommendations.

### 3.8 AUTOMATIC IRRIGATION-CONTROL SYSTEM INSTALLATION

- A. Controller, Grounding, and Wires: Installation as per details.

### 3.9 FIELD QUALITY CONTROL

- A. Tests and Inspections:
  - 1. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
  - 2. Operational Test: After electrical circuitry has been energized, operate controllers and automatic control valves to confirm proper system operation.
  - 3. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- B. Any irrigation product will be considered defective if it does not pass tests and inspections.
- C. Prepare test and inspection reports.

### 3.10 STARTUP SERVICE

- A. Perform startup service.
  - 1. Complete installation and startup checks according to manufacturer's written instructions.
  - 2. Verify that controllers are installed and connected according to the Contract Documents.
  - 3. Verify that electrical wiring installation complies with manufacturer's submittal.

### 3.11 ADJUSTING

- A. Adjust settings of controllers.

- B. Adjust automatic control valves to provide flow rate at rated operating pressure required for each sprinkler circuit.
- C. Adjust sprinklers and devices, except those intended to be mounted aboveground, so they will be flush with finish grade.

### 3.12 CLEANING

- A. Flush dirt and debris from piping before installing sprinklers and other devices.

### 3.13 DEMONSTRATION, TRAINING, AND DOCUMENTATION

- A. At the time of final inspection the entire system must be tested in the presence of the Owner's Authorized Representative.
- B. Before the final inspection is complete the contractor must furnish as-built drawings. These should be updated on a daily basis to assure accuracy. The drawings must show the location of all control systems, valves, pipe, heads, and drain valves used on the job. These drawings and maintenance manuals must be submitted at the time of final inspection or in accordance to the general conditions.
- C. Provide a Site Map with Irrigation Control Systems, Valves, Heads, and Irrigation Zones of the entire site including new and existing systems.

### 3.14 GUARANTEE

- A. 1 year warranty required.

## END OF SECTION



## SECTION 32 9030

### PLANTS

#### PART 1 - GENERAL

##### 1.1 SUMMARY

###### A. Section Includes:

1. Plants.
2. Tree stabilization.

###### B. Related Sections:

1. Section 01 5639 - "Temporary Tree Protection" for protecting, trimming, pruning, repairing, and replacing existing trees to remain that interfere with, or are affected by, execution of the Work.
2. Section 32 9113 - "Soil and Subgrade Preparation" for planting soils.
3. Section 32 8400 - "Irrigation Systems" for irrigation systems.

##### 1.2 DEFINITIONS

- A. Backfill: The earth used to replace or the act of replacing earth in an excavation.
- B. Balled and Burlapped Stock: Plants dug with firm, natural balls of earth in which they were grown, with ball size not less than sizes indicated; wrapped with burlap, tied, rigidly supported, and drum laced with twine with the root flare visible at the surface of the ball as recommended by ANSI Z60.1.
- C. Balled and Potted Stock: Plants dug with firm, natural balls of earth in which they are grown and placed, unbroken, in a container. Ball size is not less than sizes indicated.
- D. Bare-Root Stock: Plants with a well-branched, fibrous-root system developed by transplanting or root pruning, with soil or growing medium removed, and with not less than minimum root spread according to ANSI Z60.1 for type and size of plant required.
- E. Container-Grown Stock: Healthy, vigorous, well-rooted plants grown in a container, with a well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for type and size of plant required.
- F. Duff Layer: The surface layer of native topsoil that is composed of mostly decayed leaves, twigs, and detritus.
- G. Finish Grade: Elevation of final finished surface.

- H. **Manufactured Topsoil:** Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- I. **Pesticide:** A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.
- J. **Pests:** Living organisms that occur where they are not desired, or that cause damage to plants, animals, or people. These include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
- K. **Planting Area:** Areas to be planted.
- L. **Planting Soil:** Standardized topsoil; existing, native surface topsoil; existing, in-place surface soil; imported topsoil; or manufactured topsoil that is modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.
- M. **Plant; Plants; Plant Material:** These terms refer to vegetation in general, including trees, shrubs, vines, ground covers, ornamental grasses, bulbs, corms, tubers, or herbaceous vegetation.
- N. **Root Flare:** Also called "trunk flare." The area at the base of the plant's stem or trunk where the stem or trunk broadens to form roots; the area of transition between the root system and the stem or trunk.
- O. **Stem Girdling Roots:** Roots that encircle the stems (trunks) of trees below the soil surface.
- P. **Subgrade:** Surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.
- Q. **Subsoil:** All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.
- R. **Surface Soil:** Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil; but in disturbed areas such as urban environments, the surface soil can be subsoil.

### 1.3 SUBMITTALS

- A. **Product Data:** For each type of product indicated.
  - 1. **Plant Materials:** Include quantities, sizes, quality, and sources for plant materials.
  - 2. **Pesticides and Herbicides:** Include product label and manufacturer's application instructions specific to the Project.
- B. **Samples for Verification:** For each of the following:
  - 1. **Mulch:** 1-gallon volume of each mulch required; in sealed plastic bags labeled with composition of materials by percentage of weight and source of mulch. Each Sample

shall be typical of the lot of material to be furnished; provide an accurate representation of color, texture, and organic makeup if applicable.

- C. Product Certificates: For each type of manufactured product, from manufacturer, and complying with the following:
  - 1. Manufacturer's certified analysis of standard products.
  - 2. Analysis of other materials by a recognized laboratory made according to methods established by the Association of Official Analytical Chemists, where applicable.
- D. Material Test Reports: For native topsoil and imported topsoil.
- E. Warranty: Sample of special warranty.

#### 1.4 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape Installer whose work has resulted in the successful establishment of plants.
  - 1. Professional Licensure: Contractor to be licensed in the State of Utah to do the work.
  - 2. Membership: Installer shall be a member in good standing of either the Professional Landcare Network or the American Nursery and Landscape Association.
  - 3. Experience: Five years of experience in landscape installation.
  - 4. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
  - 5. Pesticide Applicator: State licensed, commercial.
- B. Provide quality, size, genus, species, and variety of plants indicated, complying with applicable requirements in ANSI Z60.1.
- C. Measurements: Measure according to ANSI Z60.1. Do not prune to obtain required sizes.
  - 1. Trees and Shrubs: Measure with branches and trunks or canes in their normal position. Take height measurements from or near the top of the root flare for field-grown stock and container grown stock. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip to tip. Take caliper measurements 6 inches above the root flare for trees up to 4-inch caliper size, and 12 inches above the root flare for larger sizes.
  - 2. Other Plants: Measure with stems, petioles, and foliage in their normal position.
- D. Plant Material Observation: Owner's authorized representative may observe plant material either at place of growth or at site before planting for compliance with requirements for genus, species, variety, cultivar, size, and quality. Owner's authorized representative retains the right to observe trees and shrubs further for size and condition of balls and root systems, pests, disease symptoms, injuries, and latent defects and to reject unsatisfactory or defective material



at any time during progress of work. Remove rejected trees or shrubs immediately from Project site.

1. Notify Owner's authorized representative of sources of planting materials seven days in advance of delivery to site.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws if applicable.
- B. Bulk Materials:
  1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
  2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
  3. Accompany each delivery of bulk fertilizers and soil amendments with appropriate certificates.
- C. Do not prune trees and shrubs before delivery. Protect bark, branches, and root systems from sun scald, drying, wind burn, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of plants during shipping and delivery. Do not drop plants during delivery and handling.
- D. Handle planting stock by root ball.
- E. Deliver plants after preparations for planting have been completed, and install immediately. If planting is delayed more than six hours after delivery, set plants and trees in their appropriate aspect (sun, filtered sun, or shade), protect from weather and mechanical damage, and keep roots moist.
  1. Water root systems of plants stored on-site deeply and thoroughly with a fine-mist spray. Water as often as necessary to maintain root systems in a moist, but not overly-wet condition.

#### 1.6 PROJECT CONDITIONS

- A. Field Measurements: Verify actual grade elevations, service and utility locations, irrigation system components, and dimensions of plantings and construction contiguous with new plantings by field measurements before proceeding with planting work.
  1. Determine location of underground utilities and perform work in a manner which will avoid possible damage. Hand excavate, as required, to minimize possibility of damage to

underground utilities. The Contractor shall have the area "Blue Staked" prior to digging. It is the responsibility of the Contractor to repair or replace any damage incurred by the Contractor or the Contractor's employees at no expense to the Owner. In the event of a conflict between utility lines and plant locations, promptly notify the Owner's Authorized Representative. Failure to follow this procedure places the responsibility and expense upon the Contractor for making any and all repairs.

- B. Planting Restrictions: Coordinate planting periods with maintenance periods to provide required maintenance from date of Substantial Completion. Contractor is responsible to ensure plants are watered adequately.
- C. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions and warranty requirements.
- D. Coordination with Turf Areas (Lawns): Plant trees, shrubs, and other plants after finish grades are established and before planting turf areas unless otherwise indicated.
  - 1. When planting trees, shrubs, and other plants after planting turf areas, protect turf areas, and promptly repair damage caused by planting operations.

#### 1.7 WARRANTY

- A. Special Warranty: Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by Owner, or incidents that are beyond Contractor's control.
    - b. Structural failures including plantings falling, bending, or blowing over.
    - c. Faulty performance of any plant or material.
    - d. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
  - 2. Warranty Periods from Date of Landscape Substantial Completion
    - a. Trees, Shrubs, Vines, and Ornamental Grasses: 12 months.
    - b. Ground Covers, Biennials, Perennials, and Other Plants: 12 months.
  - 3. Include the following remedial actions as a minimum:
    - a. Immediately remove dead plants and replace unless required to plant in the succeeding planting season.
    - b. Replace plants that are more than 25 percent dead or in an unhealthy condition at end of warranty period.
    - c. A limit of one replacement of each plant will be required except for losses or replacements due to failure to comply with requirements.
    - d. Provide extended warranty for period equal to original warranty period, for replaced plant material.

## 1.8 MAINTENANCE SERVICE

- A. Initial Maintenance Service for Trees, Shrubs, Ground Covers, and other plants: Provide maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after plants are installed and continue until plantings are acceptably healthy and well established but for not less than maintenance period below.
  - 1. Maintenance Period: 30 days from date of Landscape Substantial Completion. Landscape Substantial Completion is defined as time of acceptance by owner.

## PART 2 - PRODUCTS

### 2.1 PLANT MATERIAL

- A. General: Furnish nursery-grown plants true to genus, species, variety, cultivar, stem form, shearing, and other features indicated in Plant Schedule or Plant Legend shown on Drawings and complying with ANSI Z60.1; and with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock, densely foliated when in leaf and free of disease, pests, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.
  - 1. Trees with damaged, crooked, or multiple leaders; tight vertical branches where bark is squeezed between two branches or between branch and trunk ("included bark"); crossing trunks; cut-off limbs more than 3/4 inch in diameter; or with stem girdling roots will be rejected.
  - 2. Collected Stock: Do not use plants harvested from the wild, from native stands, from an established landscape planting, or not grown in a nursery unless otherwise indicated.
- B. Provide plants of sizes, grades, and ball or container sizes complying with ANSI Z60.1 for types and form of plants required. Plants of a larger size may be used if acceptable to Owner's authorized representative, with a proportionate increase in size of roots or balls.
- C. Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which shall begin at root flare according to ANSI Z60.1. Root flare shall be visible before planting.
- D. Labeling: Label at least one plant of each variety, size, and caliper with a securely attached, waterproof tag bearing legible designation of common name and full scientific name, including genus and species. Include nomenclature for hybrid, variety, or cultivar, if applicable for the plant as shown on Drawings.
- E. If formal arrangements or consecutive order of plants is shown on Drawings, select stock for uniform height and spread.

### 2.2 SOD

- A. Sod: Furnish viable sod of uniform density, color, and texture, strongly rooted, and capable of



vigorous growth and development when planted. Sod to be free of weeds and other foreign plants and materials.

1. Turf Grass Sod: Bluegrass and Rye Grass Mix

## 2.3 SEED

- A. The seed mixture shall meet the minimum tested requirements of any Utah State Seed Law. The seed shall be the current year's crop, guaranteed by the supplier. The seed mix is based on a Pure Live Seed (PLS) basis with no noxious weeds and no more than 1/10% weed seed.
- B. Seed Mix – Supply seed as specified on the Drawings.
  1. Seed shall be fresh, clean, new crop seed complying with tolerance for purity and germination established by Official Seed Analysts of North America. Provide an analysis of the seed mix as specified.
- C. Hydroseeding Mulch: Mulch material shall be 'Silva-fiber' as manufactured by Weyerhaeuser Company, Silva Products Department, Tacoma, Washington, and applied at a rate of 2000 pounds per acre or approved equal.

## 2.4 MULCHES

- A. Bark Mulch:
  1. Type: This material shall be a clean medium coarseness shredded pine, fir, or cedar bark free of sticks, stones, clay or foreign materials.
  2. Size Range: Maximum thickness 5/8 inch, maximum length 4 inches.
  3. Color: Natural.

## 2.5 EDGING

- A. Steel Edging:
  1. 3/16" x 6" steel bar
  2. #3 Rebar (3/8") stakes – 12" long
- B. Concrete Edging
  1. Concrete: 4000 psi compressive strength mix.
  2. #4 Rebar (1/2")

## 2.6 WEED-CONTROL BARRIERS

- A. Woven Geotextile Filter Fabric: Polypropylene fabric, 5 oz./sq. yd. minimum. DeWitt Pro 5 or equivalent.

## 2.7 FERTILIZERS

- A. Superphosphate: Commercial, phosphate mixture, soluble; a minimum of 20 percent available phosphoric acid.
- B. Sustaine Bolster Granular 4-4-4 + 3Fe with Mycorrhizae or equal.
- C. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
  - 1. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.
- D. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
  - 1. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory

## 2.8 PESTICIDES / HERBICIDES

- A. General: Pesticide registered and approved by EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.
- B. Pre-Emergent Herbicide (Selective and Non-Selective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.
- C. Post-Emergent Herbicide (Selective and Non-Selective): Effective for controlling weed growth that has already germinated.

## 2.9 TREE STABILIZATION MATERIALS

- A. Tree Anchoring and Protection
  - 1. Peeled wood pole – 2” diameter
  - 2. Tree tie – ¾” polypropylene lock stitch 900 lb. minimum tensile strength

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine areas to receive plants for compliance with requirements and conditions affecting installation and performance.
  - 1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Owner's authorized representative and replace with new planting soil.
- D. Modifications to the specifications and drawings including fertilizer application products and rates may be adjusted based on soil testing and approved by the Heber City Parks Director.

### 3.2 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities and turf areas and existing plants from damage caused by planting operations.
- B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- C. Submit a Storm Water Pollution Prevention Plan in accordance with state and local requirements.

### 3.3 PLANTING AREA ESTABLISHMENT

- A. Before planting, obtain Owner's authorized representative's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

### 3.4 EXCAVATION FOR TREES AND SHRUBS

- A. Planting Pits: As detailed
- B. Drainage: Notify Owner's authorized representative if subsoil conditions evidence unexpected water seepage or retention in tree or shrub planting pits.
- C. Fill excavations with water and allow to percolate away before positioning trees and shrubs.



### 3.5 TREE, SHRUB, AND VINE PLANTING

- A. Before planting, verify that root flare is visible at top of root ball according to ANSI Z60.1. If root flare is not visible, remove soil in a level manner from the root ball to where the top-most root emerges from the trunk. After soil removal to expose the root flare, verify that root ball still meets size requirements.
- B. Remove stem girdling roots and kinked roots. Remove injured roots by cutting cleanly; do not break.
- C. Set balled and burlapped stock plumb and in center of planting pit or trench with root flare 2 inches above adjacent finish grades.
  - 1. Use planting soil for backfill.
  - 2. After placing some backfill around root ball to stabilize plant, carefully cut and remove burlap, rope, and wire baskets from tops of root balls and from sides, but do not remove from under root ball. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.
  - 3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
  - 4. Incorporate ¼ pound of Sustaine 4-4-4+Fe Bolster Granular into top half of backfill soil.
  - 5. Continue backfilling process. Water again after placing and tamping final layer of soil.
- D. Set container-grown stock plumb and in center of planting pit or trench with root flare 1 inch above adjacent finish grades.
  - 1. Use planting soil for backfill.
  - 2. Carefully remove root ball from container without damaging root ball or plant.
  - 3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
  - 4. Incorporate ¼ pound of Sustaine 4-4-4+Fe Bolster Granular into top half of backfill soil.
  - 5. Continue backfilling process. Water again after placing and tamping final layer of soil.

### 3.6 TREE, SHRUB, AND VINE PRUNING

- A. Prune, thin, and shape trees, shrubs, and vines as directed by Owner's authorized representative.
- B. Prune, thin, and shape trees, shrubs, and vines according to standard professional horticultural and arboricultural practices. Unless otherwise indicated by Owner's authorized representative, do not cut tree leaders; remove only injured, dying, or dead branches from trees and shrubs; and

prune to retain natural character.

- C. Do not apply pruning paint to wounds.

### 3.7 TREE STABILIZATION

- A. Install rootball stabilization as detailed

### 3.8 WEED-CONTROL BARRIERS

- A. Install weed-control barrier before installing stone mulch according to manufacturer's written instructions. Completely cover area to be mulched. Overlapping edges a minimum of 6 inches and secure seams with galvanized pins.

### 3.9 GROUND COVER AND PLANT PLANTING

- A. Set out and space ground cover and plants other than trees, shrubs, and vines according to drawings.
- B. Use planting soil for backfill.
- C. Dig holes large enough to allow spreading of roots and as detailed in drawings.
- D. Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water.
- E. Water thoroughly after planting, taking care not to cover plant crowns with wet soil.
- F. Protect plants from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.

### 3.10 SODDING AND SEEDING PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
- B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- C. Limit sod and seed subgrade preparation to areas to be planted.
- D. Newly Graded Subgrades: Loosen subgrade to a minimum depth of 4 inches. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
  - 1. Spread amended soil to a depth of 8 inches but not less than required to meet finish grades after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.

- a. Spread approximately 1/2 the thickness of amended soil over loosened subgrade. Mix thoroughly into top 4 inches of subgrade. Spread remainder of amended soil.
  - b. Apply Sustaine Bolster Granular at a rate of 25 lbs. per 1000 square feet and till in to a depth of 4 inches.
  - c. Compact placed amended soil to 85% to 90%.
  - d. Reduce elevation of planting soil to allow for soil thickness of sod.
2. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit finish grading to areas that can be planted in the immediate future.
  3. After finish grading and immediately before placing sod apply Sustaine Bolster Granular at a rate of 25 lbs. per 1000 square feet on top of bare soil.
  4. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
  5. Before planting, obtain Owner's authorized representative's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

### 3.11 SODDING

- A. Lay sod within 24 hours of harvesting. Do not lay sod if dormant or if ground is frozen or muddy.
- B. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to subgrade or sod during installation. Tamp and roll lightly to ensure contact with subgrade, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass. Sod to be 1/2" below top of adjacent concrete.
- C. Saturate sod with fine water spray within two hours of planting. During first week after planting, water daily or more frequently as necessary to maintain moist soil to a minimum depth of 1-1/2 inches below sod.

### 3.12 SEEDING

- A. Grade seeded areas and remove debris. Uniform and smooth grades are required.
- B. Apply Sustane 4-4-4+Fe Bolster Granular at a rate of 25 lbs per 1000 square feet on top of bare soil immediately prior to seed application.
- C. If a crust has formed on the soil, loosen the ground surface to a depth of one inch. The soil shall be moist enough to permit it to be worked properly. It shall not be so dry it is powdery nor so wet that it will puddle or become hard when it dries.
- D. Remove all weeds from areas to be seeded. All areas to be seeded shall be weed free at the time

of seeding.

- E. The Contractor shall prepare only enough ground that can be seeded within 24 hours thereafter.
- F. No seeding shall be done immediately after a rain or if the prepared surface has been compacted without first loosening the surface.
- G. Broadcast Seed and Mulch
  - 1. Use the two step hydro-seeding method of seeding.
    - a. Prepare the seed bed as specified
    - b. Combine the seed mixture as specified with Silva Fiber Mulch at a rate of 300 pounds per acre and seed mix of the rate noted on the seed mix.
    - c. Fill the tank(s) with water, agitating of these materials into a well-mixed slurry suspension, and spraying the mixture under pressure onto the prepared seedbed of all disturbed areas.
    - d. Apply mulch within 24 hours after seeding or before precipitation falls.
    - e. Apply wood fiber mulch at a rate of 2000 lbs with 5000 gallons per acre. Apply mulch to form an even cover over the seeded area.
    - f. No seeding shall be done when the wind velocities exceed 5 miles per hour.
    - g. The area to be seeded shall be staked in segments to control application rates and verify coverage.

### 3.13 PLANTING AREA MULCHING

- A. Mulch backfilled surfaces of planting areas and other areas indicated.
  - 1. Mulch in Planting Areas: Apply 3-inch thickness of stone mulch over entire surface of planting area, and finish level with adjacent finish grades. Do not place mulch within 6 inches of trunks of trees or 2 inches of stems of shrubs and perennials.

### 3.14 PLANT MAINTENANCE

- A. Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, mulching, restoring planting saucers, adjusting and repairing tree-stabilization devices, resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings. Spray or treat as required to keep trees and shrubs free of insects and disease.
- B. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace mulch materials damaged or lost in areas of subsidence.
- C. Apply treatments as required to keep plant materials, planted areas, and soils free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards. Treatments include physical controls such as hosing off foliage, mechanical controls such as traps, and biological control agents.



### 3.15 PESTICIDE APPLICATION

- A. Apply pesticides and other chemical products and biological control agents in accordance with authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.
- B. Pre-Emergent Herbicides (Selective and Non-Selective): Apply to tree, shrub, and ground-cover areas in accordance with manufacturer's written recommendations. Do not apply to seeded or sod areas.
- C. Post-Emergent Herbicides (Selective and Non-Selective): Apply only as necessary to treat already-germinated weeds and in accordance with manufacturer's written recommendations.
- D. Herbicides not allowed in bioretention areas.

### 3.16 CLEANUP AND PROTECTION

- A. During planting, keep adjacent paving and construction clean and work area in an orderly condition.
- B. Protect plants from damage due to landscape operations and operations of other contractors and trades. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.
- C. After installation and before Substantial Completion, remove nursery tags, nursery stakes, tie tape, labels, wire, burlap, and other debris from plant material, planting areas, and Project site.

### 3.17 DISPOSAL

- A. Remove surplus soil and waste material including excess subsoil, unsuitable soil, trash, and debris and legally dispose of them off Owner's property.

**END OF SECTION**

## SECTION 32 9113

### SOIL AND SUBGRADE PREPARATION

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. Section includes planting soils specified by composition of the mixes.
- B. Related Requirements:
  - 1. Section 329030 "Plants" for placing plants.
- C. Soil Testing
  - 1. Soil Sampling
  - 2. Preconstruction soil testing
  - 3. Amendment testing

##### 1.2 DEFINITIONS

- A. Backfill: The earth used to replace or the act of replacing earth in an excavation. This can be amended or unamended soil as indicated.
- B. CEC: Cation exchange capacity.
- C. Compost: The product resulting from the controlled biological decomposition of organic material that has been sanitized through the generation of heat and stabilized to the point that it is beneficial to plant growth.
- D. Duff Layer: A surface layer of soil, typical of forested areas, that is composed of mostly decayed leaves, twigs, and detritus.
- E. Imported Soil: Soil that is transported to Project site for use.
- F. Layered Soil Assembly: A designed series of planting soils, layered on each other that together produce an environment for plant growth.
- G. Manufactured Soil: Soil produced by blending soils, sand, stabilized organic soil amendments, and other materials to produce planting soil.
- H. NAPT: North American Proficiency Testing Program. An SSSA program to assist soil-, plant-, and water-testing laboratories through interlaboratory sample exchanges and statistical evaluation of analytical data.
- I. Organic Matter: The total of organic materials in soil exclusive of undecayed plant and animal

tissues, their partial decomposition products, and the soil biomass; also called "humus" or "soil organic matter."

- J. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified as specified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.
- K. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.
- L. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.
- M. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil"; but in disturbed areas such as urban environments, the surface soil can be subsoil.

### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include recommendations for application and use.
  - 2. Include test data substantiating that products comply with requirements.
  - 3. Include sieve analyses for aggregate materials.
  - 4. Material Certificates: For each type of imported soil and soil amendment and fertilizer before delivery to the site, according to the following:
    - a. Manufacturer's qualified testing agency's certified analysis of standard products.
    - b. Analysis of fertilizers, by a qualified testing agency, made according to AAPFCO methods for testing and labeling and according to AAPFCO's SUIP #25.
    - c. Analysis of nonstandard materials, by a qualified testing agency, made according to SSSA methods, where applicable.
- B. Samples: For each bulk-supplied material, 1-gal. volume of each in sealed containers labeled with content, source, and date obtained. Each Sample shall be typical of the lot of material to be furnished; provide an accurate representation of composition, color, and texture.

### 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For each testing agency.
- B. Preconstruction Test Reports: For preconstruction soil analyses specified in "Preconstruction Testing" Article.
- C. Field quality-control reports.

## 1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An independent, state-operated, or university-operated laboratory; experienced in soil science, soil testing, and plant nutrition; with the experience and capability to conduct the testing indicated; and that specializes in types of tests to be performed.
- B. Pre-installation Conference: Conduct conference at Project site. Prior to commencement of the work by the Landscape Subcontractor, the Owner's Representative, General Contractor, Landscape Architect, and Civil Engineer shall meet on-site to discuss at a minimum:
  - 1. Existing condition of sub-grade to receive topsoil: General Contractor to certify that excavated sub-grade meets the depth and conditions required for planting, irrigation and topsoil placement.
- C. Compost Testing Laboratory Qualifications: An independent Seal of Testing Assurance (STA) Program certified laboratory with the experience and capability to conduct the testing indicated.

## 1.6 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction soil analyses on imported soil.
- B. Preconstruction Soil Analyses: For each unamended soil type, perform testing on soil samples and furnish soil analysis and a written report containing soil-amendment and fertilizer recommendations by a qualified testing agency performing the testing according to "Soil-Sampling Requirements" and "Testing Requirements" articles.
  - 1. Have testing agency identify and label samples and test reports according to sample collection and labeling requirements.
  - 2. Testing methods and written recommendations shall comply with USDA's Handbook No. 60.
  - 3. The soil-testing laboratory shall oversee soil sampling; with depth, location, and number of samples to be taken per instructions from Architect. A minimum of three representative samples shall be taken from varied locations for each soil to be used or amended for planting purposes.
  - 4. Report suitability of tested soil for plant growth.
    - a. Based upon the test results, state recommendations for soil treatments and soil amendments to be incorporated. State recommendations in weight per 1000 sq. ft. or volume per cu. yd. for nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce satisfactory planting soil suitable for healthy, viable plants.
    - b. Report presence of problem salts, minerals, or heavy metals. If such problem materials are present, provide additional recommendations for corrective action.



## 1.7 SOIL-SAMPLING REQUIREMENTS

- A. General: Extract soil samples according to requirements in this article.
- B. Sample Collection and Labeling: Have samples taken and labeled by state-certified or registered soil scientist under the direction of the testing agency.
  - 1. Number and Location of Samples: Minimum of three representative soil samples from varied locations for each soil to be used or amended for landscaping purposes.
  - 2. Procedures and Depth of Samples: As directed by Soil Scientist.
  - 3. Labeling: Label each sample with the date, location keyed to a site plan or other location system, visible soil condition, and sampling depth.

## 1.8 TESTING REQUIREMENTS

- A. General: Perform tests on soil samples according to requirements in this article.
- B. Testing shall be performed on the planting soil mixes and components not more than 3 months prior to installation.
- C. Physical Testing:
  - 1. Soil Texture: Soil-particle, size-distribution analysis by the following methods according to SSSA's "Methods of Soil Analysis - Part 1-Physical and Mineralogical Methods":
    - a. Hydrometer Method: Report percentages of sand, silt, and clay.
- D. Chemical Testing:
  - 1. CEC: Analysis by sodium saturation at pH 7 according to SSSA's "Methods of Soil Analysis - Part 3- Chemical Methods."
  - 2. Clay Mineralogy: Analysis and estimated percentage of expandable clay minerals using CEC by ammonium saturation at pH 7 according to SSSA's "Methods of Soil Analysis - Part 1- Physical and Mineralogical Methods."
- E. Fertility Testing: Soil-fertility analysis according to standard laboratory protocol.
  - 1. Testing to include the following:
    - a. Percentage of organic matter
    - b. CEC, calcium percent of CEC, and magnesium percent of CEC.
    - c. Soil reaction (acidity/alkalinity pH value).
    - d. Buffered acidity or alkalinity.
    - e. Nitrogen ppm.
    - f. Phosphorous ppm.
    - g. Potassium ppm.
    - h. Sodium ppm and sodium absorption ratio.
    - i. Soluble-salts ppm.
    - j. Presence and quantities of problem materials including salts and metals cited in the Standard protocol. If such problem materials are present, provide additional

- recommendations for corrective action.
    - k. Other deleterious materials, including their characteristics and content of each.
- F. Organic-Matter Content: Analysis using loss-by-ignition method according to SSSA's "Methods of Soil Analysis - Part 3- Chemical Methods."
- G. Soil Nutrient Analysis: Report suitability of tested soil for plant growth of each planting soil mix.
  - 1. Soil Nutrient Analysis to include levels of the following nutrients at a minimum: Nitrogen, Phosphorus, Potassium, and Iron.
  - 2. Based upon the test results, state recommendations for soil treatments and soil amendments to be incorporated. State recommendations in weight per 1000 sq. ft., or volume per cu. yd. for nitrogen, phosphorus, and potash nutrients, and soil amendments to be added to produce satisfactory planting soil suitable for healthy, viable plants.
  - 3. Report presence of problem salts, minerals, or heavy metals. If such problem materials are present, provide additional recommendations for corrective actions.
  - 4. Analysis of heavy metals and other toxics per EPA Test Method and Practical Quantitation Level.
- H. Infiltration Test/Hydraulic Conductivity: Provide test results for bioretention soil mix per ASTM D2434 at 85% compaction per ASTM D1557.
- I. Compost Analysis: tests to be performed not more than 3 months before planting.
  - 1. Provide test results for the following:
    - a. Organic content by percent of dry weight LOI (loss on ignition), ASTM D 2974 Method D
    - b. Moisture content
    - c. C:N Ratio
    - d. pH
    - e. Soluble Salt Concentration
    - f. Ammonium nitrogen
    - g. Nitrate nitrogen
    - h. Particle size Sieve analysis per USDA soil texture classification
    - i. Stability - Carbon Dioxide Evolution Rate
    - j. Maturity
    - k. Seed Emergence and Seedling Vigor
    - l. Bulk density
    - m. Nutrient content of N-P-K
    - n. Provide verification of manufactured compost meeting the US Composting Council's "Seal of Testing Assurance"(STA) program.
- J. Recommendations: Based on the test results, state recommendations for soil treatments and soil amendments to be incorporated to produce satisfactory planting soil suitable for healthy, viable plants indicated. Include, at a minimum, recommendations for nitrogen, phosphorous, and potassium fertilization, and for micronutrients.

1. Fertilizers and Soil Amendment Rates: State recommendations in weight per 1000 sq. ft. for 6-inch depth of soil.

#### 1.9 DELIVERY, STORAGE, AND HANDLING

- A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and compliance with state and Federal laws if applicable.
- B. Bulk Materials:
  1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
  2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
  3. Do not move or handle materials when they are wet or frozen.
  4. Accompany each delivery of bulk fertilizers and soil amendments with appropriate certificates.

#### 1.10 PROJECT CONDITIONS

- A. Field Measurements: Verify actual grade elevations, service and utility locations, irrigation system components, and dimensions of plantings and construction contiguous with new plantings by field measurements before proceeding with planting soil and subgrade work.
- B. Interruption of Existing Services or Utilities: Do not interrupt services or utilities to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary services or utilities according to requirements indicated:
  1. Notify Owner's Representative no fewer than four days in advance of proposed interruption of each service or utility.
  2. Do not proceed with interruption of services or utilities without Owner's Representative written permission.
- C. Weather Limitations: Proceed with soil excavation, amending or placement only when existing and forecasted weather conditions permit activities to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions and warranty requirements.
  1. When in the opinion of the Owner's Representative the weather is such that satisfactory results cannot be obtained, the contractor shall suspend operations until the weather is favorable.
  2. No materials shall be placed or worked in snow or when subgrade is soft, muddy, frozen, or saturated.

- D. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify Owner's Representative before planting. Do not proceed with planting activities until drainage conditions have been fixed such that plants will thrive. Installation of soil or plants in such adverse conditions is at contractor's risk. Owner reserves the right to require immediate removal of all materials and reinstallation of all materials.

## PART 2 - PRODUCTS

### 2.1 PLANTING SOILS

- A. Planting Soil: Imported topsoil or manufactured topsoil from off-site sources. Obtain topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 4 inches deep; do not obtain from, bogs, or marshes.
1. All planting soils to be screened to remove 3/4" and greater sized materials.
  2. Additional Properties of Imported Topsoil or Manufactured Topsoil: Screened and free of stones 3/4 inch or larger in any dimension; free of roots, plants, sod, clods, clay lumps, pockets of coarse sand, paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, building debris, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, acid, and other extraneous materials harmful to plant growth; free of obnoxious weeds and invasive plants including quackgrass, Johnsongrass, poison ivy, nutsedge, nimblewill, Canada thistle, bindweed, bentgrass, wild garlic, ground ivy, perennial sorrel, and brome grass; not infested with nematodes; grubs; or other pests, pest eggs, or other undesirable organisms and disease-causing plant pathogens; friable and with sufficient structure to give good tilth and aeration. Continuous, air-filled pore space content on a volume/volume basis shall be at least 15 percent when moisture is present at field capacity. Soil shall have a field capacity of at least 15 percent on a dry weight basis.
  3. Mix imported topsoil or manufactured topsoil, soil amendments, and fertilizers as recommended by soil laboratory to produce planting soil.
  4. Soil to be amended to meet the following minimum requirements:

PH	6.0 – 8.2
C:N Ratio	< 20:1
Soluble Salts	<4 ds/m or mmho/cm
Sodium Absorption Ratio (SAR)	3 – 7
Organic Matter	>3%
Sand	<80%
Silt	<50%
Clay	<20%

### 2.2 ORGANIC SOIL AMENDMENTS

- A. Organic compost shall be used for:
1. Subgrade preparation - medium or coarse compost



2. A component of planting soil mix - fine compost
- B. Compost: Well-composted, stable, and weed-free organic matter produced by composting feedstock, and bearing USCC's "Seal of Testing Assurance," and as follows:
1. Reaction: pH of 5.5 to 8.
  2. Soluble-Salt Concentration: Less than 4 dS/m.
  3. Moisture Content: 35 to 55 percent by weight.
  4. Organic-Matter Content: 30 to 50 percent of dry weight.
  5. Particle Size: Minimum of 98 percent passing through a 1-inch sieve.
- C. Wood Derivatives: Shredded and composted, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture and free of chips, stones, sticks, soil, or toxic materials.
- D. Manure: Well-rotted, unleached, stable or cattle or poultry manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, debris, and material harmful to plant growth.

## 2.3 FERTILIZERS

- A. Superphosphate: Commercial, phosphate mixture, soluble; a minimum of 20 percent available phosphoric acid.
- B. Sustaine Bolster Granular 4-4-4 + Fe with Mycorrhizae
- C. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
1. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified testing agency.
    - a. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.
    - b. Aluminum Sulfate: Commercial grade, unadulterated
- D. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
1. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified testing agency.
- E. Do NOT use fertilizers in bioretention areas.

## PART 3 - EXECUTION

### 3.1 GENERAL

- A. Place planting soil and fertilizers according to requirements in other Specification Sections.
  - 1. Sod and seeded areas to have 8" minimum depth of planting soil.
  - 2. Shrub, perennial, and ground cover areas to have 12" minimum depth of planting soil.
- B. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in planting soil area.
- C. Proceed with placement only after unsatisfactory conditions have been corrected.
- D. Do not mix or place soils and soil amendments in frozen, wet, or muddy conditions.
  - 1. Suspend soil spreading, grading, and tilling operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
  - 2. Uniformly moisten excessively dry soil that is not workable or too dusty.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.
- F. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Landscape Architect and replace with new planting soil.

### 3.2 PROTECTION

- A. Protection Zone: Identify protection zones according to Section 015639 "Temporary Tree Protection."
- B. Protect areas of in-place soil from additional compaction, disturbance, and contamination. Prohibit the following practices within these areas except as required to perform planting operations:
  - 1. Storage of construction materials, debris, or excavated material.
  - 2. Parking vehicles or equipment.
  - 3. Vehicle traffic.
  - 4. Foot traffic.
  - 5. Erection of sheds or structures.
  - 6. Impoundment of water.

7. Excavation or other digging unless otherwise indicated.

- C. If planting soil or subgrade is overcompacted, disturbed, or contaminated by foreign or deleterious materials or liquids, remove the planting soil and contamination; restore the subgrade as directed by Architect and replace contaminated planting soil with new planting soil.

### 3.3 PREPARATION

- A. Unacceptable Materials: Clean soil of concrete slurry, concrete layers or chunks, cement, plaster, building debris, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, acid, and other extraneous materials that are harmful to plant growth.
- B. Protect structures, utilities, sidewalks, pavements, and other facilities and turf areas and existing plants from damage caused by planting operations.
- C. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil bearing water runoff or airborne dust to adjacent properties, walkways and stormwater utilities.

### 3.4 SUB-GRADE PREPARATION FOR PLANTING AREAS

- A. Planting Beds:
1. Establish sub-grade elevations that will accommodate final planting soil depths per Planting Soil Depth Schedule (shown below), compost, and top mulch depth where applicable.
  2. Entire surface is to be disturbed and loosened to a depth of 8 inches by scarification, discing or ripping to enable a rototiller to fully incorporate required compost.
  3. Do not scarify within drip line of existing trees.
  4. Remove cobbles, rocks, concrete, asphalt and other debris over 1 inch in any dimension and legally dispose of them off Owner's property.
  5. Apply two and a half (2.5) inches of medium compost onto ripped subgrade.
  6. Tilling:
    - a. Till in medium compost into sub-grade to a depth of 8 inches.
    - b. Tilling the compost into the soil shall be accomplished by tilling it twice, the second time perpendicular to the first.
    - c. When preparing subgrade near existing vegetation protect existing vegetation by limiting tilling/discing to no closer than 10 feet from existing trees and 6 feet from existing shrubs.
  7. Proceed with planting and installation only after approval of subgrade preparation has been provided by Owner.

### 3.5 PLANTING SOIL PLACEMENT

- A. Owner reserves the right to reject material that does not satisfy requirement at any time. Contractor shall remove material immediately with no cost to Owner.
- B. Before mixing, clean planting soil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.
- C. Remove all temporary erosion control seeding prior to installation of planting soil and planting.
- D. Mix soil amendments and fertilizers with planting soil at rates per test results. Delay mixing fertilizer if planting does not follow placing of planting soil within a few days.
- E. Planting Beds for Shrub and Groundcover Areas:
  - 1. Mix planting soil either prior to placement or apply on surface of planting beds and mix thoroughly before planting.
  - 2. Place approximately 1/2 the minimum depth of planting soil mixture required but not more than 6 inches. Rototill thoroughly into top 2 to 3 inches of loosened, prepared subgrade to create a transition layer.
  - 3. Spread remaining planting soil mixture to depth required to meet thickness, grades, and elevations shown, after natural settlement
- F. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture, roll and rake, remove ridges, and fill depressions to meet finish grades.
- G. Before planting, obtain Landscape Architect's acceptance of sub-grade preparation and finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

### 3.6 SUBGRADE PREPARATION FOR AREAS IMPACTED BY CONSTRUCTION ACTIVITY

- A. Subgrade preparation as described above, including the addition of compost, is required for any area impacted by construction activity, including lay down areas, areas used by equipment at any time, and any visible impact to the surface such as tire tracks or compacted areas.

### 3.7 CLEANUP AND PROTECTION

- A. During sub-grade preparation and soil placement, keep adjacent paving and construction area clean and work area in an orderly condition.

### 3.8 DISPOSAL

- A. Remove surplus soil and waste material including excess subsoil, unsuitable soil, trash, and debris and legally dispose of them off Owner's property.

### **END OF SECTION**



## 1.4 QUALITY ASSURANCE

A. Installer Qualifications: A qualified landscape Installer whose work has resulted in the successful establishment of plants.

1. Professional Licensure: Contractor to be licensed in the State of Utah to do the work.

2. Membership: Installer shall be a member in good standing of either the Professional Landcare Network or the American Nursery and Landscape Association.

3. Experience: Five years of experience in landscape installation.

4. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.

5. Pesticide Applicator: State licensed, commercial.

B. Provide quality, size, genus, species, and variety of plants indicated, complying with applicable requirements in ANSI Z60.1.

C. Measurements: Measure **new plants** according to ANSI Z60.1. Do not prune to obtain required sizes.

1. Trees and Shrubs: Measure **new plants** with branches and trunks or canes in their normal position. Take height measurements from or near the top of the root flare for field-grown stock and container grown stock. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip to tip. Take caliper measurements 6 inches above the root flare for trees up to 4-inch caliper size, and 12 inches above the root flare for larger sizes.

## 3.5 REPAIR AND REPLACEMENT OF TREES

A. Repair trees damaged by construction operations. Make repairs promptly after damage occurs to prevent progressive deterioration of damaged trees.

B. If a tree is damaged, the Arborist and Owner's Authorized Representative shall determine if the tree can be restored to normal growth pattern. When it is determined that a tree cannot be restored, the following shall occur:

1. Provide a new tree of the same species as those being replaced. Plant and maintain in accordance with current horticultural requirements.

2. If **existing** trees over 6 inches in caliper measurement (**as measured 4.5 feet above the ground on the uphill side of the tree** ~~taken 12 inches above grade~~) are required to be replaced, provide new trees with 2-inch caliper size and of species selected by the Owner.

3. A tree appraisal shall be conducted by a third-party certified arborist using the latest guide for tree appraisal and the contractor will compensate the owner the agreed amount as a settlement.



## National Public Works Week Proclamation

May 19th–25th, 2024

### “Advancing Quality of Life for All”

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of **HEBER CITY, UTAH** and,

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in **HEBER CITY, UTAH** to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2024 marks the 64<sup>th</sup> annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

RESOLVED, I, **MAYOR FRANCO**, do hereby designate the week of May 19th–25th, 2024, as National Public Works Week. I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City (to be affixed),

DONE at **HEBER CITY, UTAH** this **16th day of April 2024**.

**MAYOR HEIDI FRANCO**



**Fun for the  
Family!**

**HEBER  
CITY**  
EST 1889

**PUBLIC WORKS**

**May 20th**

**MONDAY**

Tour Public Works Office & Scavenger Hunt

☉ 12 PM

**May 21st**

**TUESDAY**

Backhoe Rodeo @ Wasatch Co. Event Center

☉ 12 PM

**May 22nd**

**WEDNESDAY**

Party at City Park with Paint-A-Plow Judging

☉ 12 PM

**NATIONAL PUBLIC  
WORKS WEEK**  
MAY 19-25, 2024

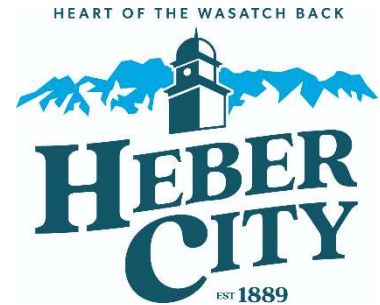




## **HEBER CITY COUNCIL STAFF REPORT**

**MEETING DATE:** 4/11/24

**SUBJECT:** Mayor's Award to Anthon Beales



**RESPONSIBLE:** Mayor Heidi Franco

**STRATEGIC RELEVANCE:** Employee Recognition

### **BACKGROUND**

Anthon consistently leads many projects to keep our City online and functioning. The latest is the project to redo and launch the updated city website. Anthon continually responds to and works on city needs every day, even when off, or on vacation, etc. It's time for the City to recognize Anthon's hard work and dedication to ensure that our internet and computer systems work well. Anthon is key to our City's communication, responsiveness, and accountability to citizens. His leadership is key to fix the continuing technical issues for our 123 FTE's/employees. His expertise protects our City online. He is always willing to help, willing to work, and the Mayor wants to recognize his continual service and dedication to our City and the citizens. Thank you, Anthon!

**HEBER CITY CORPORATION**  
**75 North Main Street**  
**Heber City, UT 84032**  
**Heber City Council Meeting**  
**April 2, 2024**

**DRAFT Minutes**

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

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

Mayor Heidi Franco called the meeting to order at 4:01 p.m. and welcomed everyone present.

**City Council Present:** Mayor Heidi Franco - departed at 5:36 p.m.  
Council Member Yvonne Barney  
Council Member Aaron Cheatwood - acting Mayor Pro-Tem  
Council Member Mike Johnston  
Council Member Sid Ostergaard  
Council Member Scott Phillips - remotely until 4:16 p.m.

**Staff Present:** City Manager Matt Brower  
Assistant City Manager Mark Smedley  
Community Development Director Tony Kohler  
Planning Manager Jamie Baron  
Parks and Cemetery Director Mark Rounds  
City Engineer Russ Funk  
Public Works Director Matthew Kennard  
City Attorney Jeremy Cook  
City Recorder Trina Cooke

**Staff Participating Remotely:** City Engineer Russ Funk, Public Works Foreman Chris Pederson, IT Director Anthon Beales, Human Resources Manager Cherie Ashe, Engineering Technician Desiree Muheim, Assistant City Manager Mark Smedley, Planning Manager Jamie Baron, Planner Jacob Roberts, Engineer Kyle Turnbow, Public Works Director Matthew Kennard, Engineer Ross Hansen, Engineering GIS Tech Shiona Howard, and Finance Director Sara Nagel.

**Also Present:** Rod Riddle, Brim Thayer, Kendall Crittenden, Todd Anderson, Christi Judee, Mesia Swan, Lynn Baum, Pam Patrick, Jill Snyder, Katie Wilking, Chelsea Wall, Arian Cresley, Thomas Coleman, Shelly Ryan, Linda L Middleton, Travis Biggs, Melissa McMillan, Tori Broughton, Lane Lythgoe, and others who did not sign in or whose handwriting was illegible.

**Also Attending Remotely:** (names are shown as signed in online) Megan McKenna, Andrea, Angelica Espinoza, Bingo, BM, H I, J, Kamen Goddard, Kevin Lythgoe, KPCW, MK, and Nate Jardine.

1. Celebration Workforce Housing MDA (Jamie Baron, Planning Manager) - 45 min

Planning Manager Jamie Baron provided the information as included in the attached Staff Report. He stated that the Planning Commission had reviewed the application and forwarded a positive recommendation. The development plan proposed 230 units on 8.75 acres and was located within the airport's runway protection zone. City Engineer Russ Funk emphasized concern with the traffic impact the proposed project would impose on the area and stated that a traffic impact study would need to be performed. Council Member Johnston disclosed that the applicant was a client of his employer. He stated that he did not have a conflict but wanted the connection to be known.

Applicant Russ Watts explained the project's intent to provide affordable housing for local government workers and first responders. He reviewed meetings with the School District Superintendent Paul Sweat and Housing Authority representative Kendall Crittenden who had both expressed an urgent need for the type of housing the proposed project would offer local workers.

Council Member Phillips did not believe the traffic impact would be a big concern and expressed support for the project. Council Member Ostergaard supported the project while acknowledging Mr. Funk's traffic concerns. Mr. Watts explained that his company would manage the rental units in partnership with the Wasatch County Affordable Housing. Council Member Cheatwood wished to see fewer units, less density, more amenities, and felt more parking was needed. Council Member Phillips noted that in order for the units to remain affordable, the higher density was necessary. Council Member Barney expressed her original support for the project but did not approve of the increased density. She questioned the purpose of a long-term stay hotel. Mr. Watts explained the workers that would need long-term stay housing in Wasatch County. Council Member Johnston was an advocate of Accessory Dwelling Units (ADU's) and mixed-use housing. He felt the City needed to get creative and widen their vision in order to provide housing for the essential workers. Mayor Franco was concerned with the request for decreased impact fees, she provided additional suggestions and proposed added parking.

Addison Hicken shared the history of the property that had been in his family for generations. He explained that his family was partnering with the Watts' in order to fill a need of the community and provide a benefit.

Wasatch County Affordable Housing representative Kendall Crittenden expressed support for Mr. Watts and his projects. He noted that he had raised ten kids in a home under 900 square feet.

General consensus of the Council was for the City to continue negotiations for the project to proceed.

2. North Village Crossings Annexation (aka Harvest Village) (Tony Kohler, Community Development Director, Neil Goldberg) - *60 min*

Community Development Director Tony Kohler provided information regarding the proposed annexation as included in the attached Staff Report. He shared images of the area map including the annexation petitioners' land. The annexation would create an island of landowners who did not wish to be included in the annexation into Heber City. The annexation petition had been filed with the City, and accepted by the City Council, in 2020, but the project had been on pause since then. Mr. Kohler recommended that the City hold another public hearing due to the length of time the project had been dormant. Petitioner Neal Goldberg provided additional information and indicated the desire to provide a mixed-use village. They wished to move forward negotiating a Master Development Agreement (MDA) with the City.

The petitioner asked Council for the following:

- expediency
- to continue the discussion regarding density and usage
- consider a Public Infrastructure District (PID)

Justin Keys, representing the applicant, clarified the future bypass routes were likely to align closer to Heber City. The overall density granted by the County was higher than what the petitioners were proposing with the development plan to annex into Heber City. Mayor Franco asked how the bypass bisecting the land would affect the proposed density. Mr. Keys advised that the Utah Department of Transportation (UDOT) would need to compensate property owners for lost density.

Mayor Franco departed the meeting at 5:36 p.m. and Council Member Cheatwood took over as chair of the meeting acting as Mayor Pro-Tem. Council discussion proceeded.

Council Member Johnston referred to Park City as an example of having not annexed their surrounding land and losing out on the impact fees and sales tax revenues. City Engineer Russ Funk shared the challenges faced regarding the storm water master plan. He asked for the development agreement to include language to prevent development on the land where potential bypass alignment options were located until the final location was determined by UDOT. Rich Wolper, developer in Wasatch County, was assisting with the storm water plan and other concerns. Consensus of Council majority wished to continue with the MDA negotiation process.

**II. BREAK - 15 MIN**



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

#### 1. Call to Order

Mayor Pro-Tem Aaron Cheatwood called the Regular meeting to order at 6:17 p.m. and welcomed everyone present.

#### 2. Pledge of Allegiance (Aaron Cheatwood, Council Member)

Mayor Pro-tem Cheatwood led the recitation of the Pledge of Allegiance.

#### 3. Prayer/Thought by Invitation (Scott Phillips, Council Member)

Council Member Phillips shared that he had read a book by Abraham Lincoln who he felt was arguably one of the best presidents of the United States. He shared this quote from Abraham Lincoln: "The best way to predict your future is to create it." Council Member Phillips thanked the Staff that had helped to navigate the adoption of the Envision 2050 general plan and noted that the vision of City Manager Matt Brower had helped guide the process.

### IV. CONFLICT OF INTEREST DISCLOSURE:

There were no conflicts of interest disclosed.

### V. AWARDS, RECOGNITION, and PROCLAMATIONS:

#### 1. Mayor's Award Presented to Officer Travis Price

Mayor Pro-tem Aaron Cheatwood presented Officer Travis Price with the Mayor's Award for exemplary Code Enforcement service in the City. Public Works Director Matthew Kennard had forwarded the nomination to the Mayor and felt there was no other position in the Police Department that could positively impact the jobs of the Public Works Department as much as Code Enforcement.

#### 2. Proclamation of Arbor Day Celebration May 17, 2024 (Aaron Cheatwood, Council Member) - 5 min

Mayor Pro-tem Aaron Cheatwood proclaimed May 17, 2024, as Arbor Day in Heber City and read a statement.

## VI. CONSENT AGENDA:

1. Approval of March 19, 2024, City Council Meeting Minutes (Trina Cooke, City Recorder)

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

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

Lynn Baum and Mesia Swan wished to have the remaining four acres of their land included in the annexation into Heber City. Community Development Director Tony Kohler clarified that the City's current annexation policy plan had not captured the four acres of the Baum's property. Mr. Kohler described the annexation policy plan process beginning with Staff meeting with the County Council for discussion. He asked for Council direction to include the Baum property in the policy amendment as well.

Linda Middleton wanted to preserve the local home-town vibe and wished to know if there was a well on the Baum property and whether they had the water and mineral rights. Council Member Phillips clarified that the landowners still owned the property when they annexed into the City but added that the public comment period was not intended as a question/answer session. Ms. Middleton felt the property needed to comply with City Code when they annexed. She thanked the Code Enforcement Officer for giving her a warning rather than a citation. She was pleased about the upcoming City clean-up and noted a sofa located on the side of the road she hoped would be removed. She hoped the City would focus on investing in what they had for affordable housing and infilling. She thanked the Council for Arbor Day, the Code Enforcement Officer, and all the things the City provided.

Shelly Ryan owned Chick's Cafe and wanted to know how many parking places would be taken by the City's Park project on Main Street. She stated on Thursday nights during Heber Market on Main, Chicks Cafe did not have any parking. City Manager Matt Brower offered to meet with Ms. Ryan offline. He noted the importance of the Main Street Park project and indicated the City would be working on the parking issue simultaneously. There might be as many as 10 diagonal parking spaces lost on 200 South for the project but the City hoped to provide up to 130 additional parking spaces with the project plan. Staff would be meeting with all the business owner's in the area to keep them updated on the project's progress. Council Member Barney confirmed the lack of parking for Cafe.

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

1. Resolution 2024-06 Amending the Heber Valley Airport (HVA) Fees Schedule by Updating Definition for Based Aircraft and Landing Fees Max Take Off Weight (MTOW), and Updating Ground Lease Rates (Travis Biggs, Airport Director) - 20 min

Heber Valley Airport Manager Travis Biggs provided the information regarding the proposed changes to the associated section of the Consolidated Fee Schedule as included in the attached Staff Report and proposed Resolution 2024-06. The Airport had contracted with Vector System to take over the tracking and collection of landing fees. Vector System had asked for a few clarifications of definitions and language within the Consolidated Fees Schedule. Council Member Phillips shared the positive recommendation forwarded from the Airport Advisory Board (AAB) for the proposed updates and provided additional details driving the proposed amendments.

**Motion:** Council Member Phillips moved to approve the proposed changes within Resolution 2024-06 to amend the Heber Valley Airport Consolidated Fees Schedule. **Second:** Council Member Ostergaard made the second. **Voting Yes:** Council Members Phillips, Ostergaard, Cheatwood, Barney, and Johnston. **Voting No:** None. The **Motion Passed Unanimously, 5-0.**

2. Spring Community Cleanup and Unity Event (Matt Brower, City Manager) - 5 min

Heber City Manager outlined the tentative schedule of activities for the City's Spring Clean-up and Unity Event as included in the attached PowerPoint. The Heber Leadership Academy had chosen the landscaping surrounding the water-feature for their class project and would be prepping the site. He listed additional cleanup activities and the tentative date for the rededication of the Tabernacle once renovations were complete as well as a ribbon-cutting for the water-feature. Council discussed the possibility of adding signs by the dumpsters or adding additional dumpsters to prevent the trash from overflowing; better community outreach for involvement; and volunteer enlistment. Public Works Director Matthew Kennard agreed to address the overflowing dumpster issue.

**Motion:** Council Member Phillips moved to approve the activities for Unity Week with a change to the date of the Tabernacle rededication and Water Feature Ribbon Cutting to June 8, 2024. To reach out to the Community Alliance for Main Street (CAMS) and the Chamber to encourage more community participation and helping neighbors. **Second:** Council Member Barney made the second. **Voting Yes:** Council Members Phillips, Ostergaard, Cheatwood, Barney, and Johnston. **Voting No:** None. The **Motion Passed Unanimously, 5-0.**

3. Review and Options for Cemetery Administration Building Bids (Mark Rounds, Parks and Cemetery Director, Matt Brower, City Manager) - 20 min

Heber City Manager Matt Brower provided the background and context of the Cemetery's administrative building project bid. He shared that the four bids received were significantly higher than the City had budgeted for. The bids received for the project were between 2 and 2.5 million dollars over budget. He outlined several options for the Council to consider as listed in the attached PowerPoint presentation. Architectural Designer Lane Lythgoe further explained the large cost discrepancy between the City's estimate versus the bids received. Mr. Lythgoe explained the option of condensing the same number of niches into a smaller area. He called it a "smallumbarium". City Parks and Cemetery Director Mark Rounds had hoped to focus on the administration building first and the columbarium niches would be an additional revenue generator to help pay for the construction of the administration building. Council discussed options to build and finance the project.

Mr. Brower pointed out that the City also wished to apply funds towards potential downtown property acquisitions for parking and the Envision Central Heber Plan. He proposed Staff regroup, look into additional alternatives, and return to Council with more creative options to propose.

**IX. COMMUNICATION:**

Council Member Johnston asked Public Works Director Matthew Kennard what steps the City was taking to maintain the flood channels. Mr. Kennard shared the ongoing measures of weed and debris removal from the City's flood channels. The Public Works Department had built the efforts into the budget for twice-a-year flood channel clearing. They would also be performing ditch burning. City Engineer Russ Funk was working on building into the budget a request for proposals (RFP) to contract with an engineering firm to perform a study regarding the issue of snow run-off and to provide a recommendation for a plan to the City. Public Works Foreman Chris Pederson provided historic troubles faced with floodwaters in the valley and felt the study proposed by the Engineering Department would be very useful.

Matt Brower shared images of possible art installations for the City's roundabouts. Consensus of Council majority was to keep local representation for the subjects of the art installations.

**X. ADJOURNMENT:**

**Motion:** Council Member Phillips moved to adjourn. **Second:** Council Member Barney made the second. The Heber City Council Meeting adjourned at 8:15 p.m.



DRAFT



# Heber City Council Staff Report

**MEETING DATE:** 4/16/2024  
**SUBJECT:** Wasatch County Parks Development Agreement  
**RESPONSIBLE:** Tony Kohler  
**DEPARTMENT:** Planning  
**STRATEGIC RELEVANCE:** Community Development

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## SUMMARY

Wasatch County has improved their Event Center parking area to incorporate a replacement RV park, as the existing RV park, located at 600 West 100 South, will be the site of Heber Light & Power's new administration building. The new RV park was not constructed to city standards. A development agreement was proposed to address the substandard improvements. The Planning Commission held a public hearing on October 24 on the proposed development agreement and provided a recommendation of approval on November 14, 2023.

Policy questions include the following:

- Should the Council approve the development agreement or require the county to comply with city standards.

## RECOMMENDATION

Staff recommends Council approve the proposed development agreement.

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## BACKGROUND

On August 1, 2023, the City Council asked the Planning Commission to proceed with a zone change process. The zone change process includes a public hearing with the Planning Commission and ends with negotiations with the City Council in formulating the terms of a development agreement and adoption of a formal ordinance.

On October 24, 2023, the Planning Commission held a public hearing and received comments as follows.

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1. Address generator noise from RVs.
2. Look into changing the fence height from six feet to eight feet.
3. Install sidewalk as soon as possible on 650 South.
4. Plant trees along 650 South and utilize xeriscaping to save water.
5. Implement dust control measures on the site.
6. Address train visibility with UDOT, permitting the fence at the railroad intersection.
7. Work with the City to implement parking limits along 650 South.

The City has identified the area as part of the Tourism and Recreation District within the new Envision Central Heber Vision. In the long term, there is likely a different vision for the property than an RV park, which may warrant a flexible approach to zoning standards on the property.

On November 14, 2023, the Planning Commission recommended approval of a development agreement. The council discussed the development agreement on December 19, 2023 and March 19, 2024.

## **DISCUSSION**

The recommended conditions for the DA addresses the following.

1. Requirement to construct 5 foot sidewalk (adjacent to curb) along 650 South.
2. Implement new strategies for 650 South parking management.
3. Requirement to obtain a railroad crossing permit.
4. Requirement to install trees and landscaping along 650 South street frontage.
5. Requirement to control dust on internal gravel driveways.

## **FISCAL IMPACT**

None.

## **CONCLUSION**

A development agreement can provide flexibility to implement the City's Envision Central Heber Vision and mitigate the concerns of compatibility with neighboring properties, provided the conditions above are integrated into a DA for the property.

## **ALTERNATIVES**

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

## POTENTIAL MOTIONS

### Alternative 1 – Staff Recommendation

I move to **approve the development agreement for the County Event Center grounds**, with the findings and conditions as presented in this staff report.

### Alternative 2 – Approve as Amended from discussions in the meeting

I move to **approve the development agreement for the County Event Center grounds**, with the findings and conditions as presented in this staff report, with the following changes:

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### Alternative 3 – Continue

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

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### Alternative 4 – Deny

I move to **deny the development agreement for the County Event Center grounds** with the following findings.

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## ACCOUNTABILITY

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

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## EXHIBITS

1. DA for County RV Park - 4858-1434-3604 - 1
2. Event Center Vicinity Map
3. Event Center Photos
4. Public Facilities Zone
5. RV Park Standards



## **DEVELOPMENT AGREEMENT (Wasatch County Event Center)**

THIS DEVELOPMENT AGREEMENT entered into the 4<sup>th</sup> day of April, 2024, by and between **Heber City** (“City”) and **Wasatch County** (“County”). County and City are, from time to time, hereinafter referred to individually as a “Party” and collectively as the “Parties.”

### **RECITALS**

WHEREAS, the County is the owner of an approximately 8.29 acres of real property located at approximately 900 West 650 South in Heber City, Utah (the “Property”); and

WHEREAS, County has constructed an RV Park on the Property; and

WHEREAS, the City and County wish to confirm certain commitments by the County with respect to the development of the Property;

### **AGREEMENT**

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

1. **Sidewalk.** County will construct an approximately five foot wide sidewalk along 650 South between the curb and the concrete wall installed by the County.
2. **Street Parking Restrictions.** County will cooperate with the Heber City Police Department and Heber City Public Works on a parking strategy along 650 South.
3. **Rail Road Crossing.** County will obtain any necessary permits from UDOT and make appropriate changes, if any, to the fence to ensure compliance with applicable clear visibility requirements at the intersection of the railroad crossing along 650 South.
4. **Landscaping.** County shall plant trees on the inside of the concrete wall constructed by County. The trees shall include both deciduous and conifer trees and shall be spaced in a manner to create a barrier that will block both visibility into the RV park and noise and dust from the RV park.
5. **Dust Control.** County will implement a treatment program to control dust on the site.
6. **Timing.** Unless otherwise stated above, required Improvements shall be installed within 6 months of execution of this agreement.

7. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Utah. The rules, regulations, official policies, standards and specifications applicable to the development of the Property (the “Applicable Law”) shall be in accordance with those set forth in this Agreement, and those rules, regulations, official policies, standards and specifications, including City Ordinances and Resolutions, in force and effect on the date the City Council granted preliminary approval to County for the Project. County expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve County from the obligation to comply with all applicable requirements of the City necessary for approval and recordation of the subdivision plat, including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of the City.
8. **Default.** Any failure by any party to perform any term or provision of this Agreement, which failure continues uncured for a period of ten (10) calendar days following the receipt of written notice of such failure from the other party shall constitute a “Default” under this Agreement.
9. **Notice.** Any notice of default (“Default Notice”) shall: (1) specify the claimed event of Default; (2) identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default; (3) identify why the claimed Default is claimed to be material; and (4) specify the manner in which said failure may be satisfactorily cured.
10. **Cure.** Following receipt of a Default Notice, the defaulting Party shall have thirty (30) days in which to cure such claimed Default (the “Cure Period”). If more than 30 days is required for such cure, the defaulting Party shall have such additional time as is reasonably necessary under the circumstances in which to cure such Default so long as the defaulting Party commences such cure within the Cure Period and pursues such cure with reasonable diligence. City may, in City’s sole discretion, withhold permits or approvals during any Cure Period.
11. **City’s Remedies upon Default.** In addition to all other remedies available at law or in equity, City shall have the right to withhold all further reviews, approvals, licenses, building permits and other permits for development of the Property in the case of a Default by County, until the Default has been cured. City shall further have the right to draw on any security posted or provided in connection with the Property and relating to remedying of the particular Default.
12. **Fees.** County shall be required to pay all permit fees, building permit fees, inspection fees, impact fees or other fees imposed by the City as set forth in the City Code and the City’s consolidated fee schedule.
13. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and continue for a period of twenty (20) years.

14. **Notices.** Any notice or communication required hereunder between the City and the County must be in writing and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United State mail. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address to which notices or communications shall be given. Such notices or communications shall be given to the Parties at their addresses as set forth below:

The City:

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

County

Wasatch County Manager  
25 North Main Street  
Heber City, UT 84032

15. **Indemnification.** County shall defend and hold the City and its officers, employees and consultants harmless for any and all claims, liability and damages arising out of the negligent actions or inactions of such County, its agents or employees pursuant to this Agreement, unless caused by the City's gross negligence or willful misconduct.
16. **Waiver of Rights Under Utah Code Section 10-9a-532.** The Parties have been represented by an attorney throughout this process or have had the opportunity to consult with an attorney. County acknowledges that this Agreement does not restrict any of County's rights under clearly established state law or that County has been advised in writing of any such rights being restricted. As an essential term of this Agreement, County hereby waives any claim that any term of this Agreement is void, illegal, invalid, or unenforceable as the result of any failure on the City's part to disclose in writing any rights being restricted by this Agreement.
17. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have.
18. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this Agreement

shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.

19. **Other Necessary Acts.** Each Party shall execute and deliver to the other Party any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement and to provide and secure to the other Party the full and complete enjoyment of its rights and privileges hereunder.

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

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

**HEBER CITY:**

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

ATTEST:

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

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

**WASATCH COUNTY:**

By: \_\_\_\_\_

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

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

ATTEST:

\_\_\_\_\_  
County Recorder



























## **18.26 Institutional And Public Facilities Zone**

### **18.26.010 Objectives - Characteristics**

### **18.26.020 Permitted Primary Uses**

### **18.26.025 Permitted Secondary Uses**

### **18.26.030 Area Requirements**

### **18.26.040 Setback Requirements**

### **18.26.050 Height And Size Requirements**

### **18.26.060 Special Provisions**

### **18.26.065 Compatibility With Residential Zones**

## **18.26.010 Objectives - Characteristics**

1. The Institutional and Public Facilities (IPF) zone has been established for the primary purpose of providing a location where public and community buildings and facilities can be located and promotes the current and future use of such facilities.
2. This zone is intended to provide immediate recognition of such areas upon the official zoning map of the City, and to reduce the effect which the location of these facilities may have upon zoning statistics in residential, commercial, or industrial areas.
3. This zone is characterized by a mixture of public buildings, parks, schools, and other facilities meant for the use by the public and community.
4. In order to accomplish the objectives and purposes of this title and to stabilize and protect the essential characteristics of this zone, the regulations set out in this chapter shall apply in the IPF zone.

## **HISTORY**

Adopted by Ord. [2020-36](#) Adopting an Institutional and Public Facilities Zone on 8/18/2020

## **18.26.020 Permitted Primary Uses**

The following buildings, structures and uses of land shall be permitted in the IPF Zone upon compliance with requirements as set forth in this Section:

1. Accessory buildings and parking lots incidental and accessory to other permitted uses;
2. Cemetery;
3. Museums, art galleries;
4. Hotels and convention centers;
5. The raising of farm animals, agriculture and farming;
6. Storm water and flood protection facilities;
7. Sporting complexes, training facilities and associated housing;
8. Performing art center;
9. Private and public schools;



10. Solar and wind farms;
11. Telecommunication facilities;
12. Wildlife areas;
13. Churches;
14. Fairgrounds;
15. Event Centers;
16. Hospitals;
17. Public Parks;
18. Public buildings;
19. Public utility buildings, storage yards and associated structures (not including commercial storage sheds or outdoor commercial storage areas);
20. Recreation buildings and facilities;
21. Schools, Colleges, Universities;
22. Scenic railroads and railroad maintenance yards;
23. Water wells, utility transmission and distribution lines, dams, pumping plants, power plants, substations, sewage treatment plants.

#### HISTORY

Adopted by Ord. [2020-36](#) Adopting an Institutional and Public Facilities Zone on 8/18/2020

#### **18.26.025 Permitted Secondary Uses**

The following buildings, structures and uses of land shall be permitted in the IPF Zone upon compliance with requirements as set forth in this Section. Secondary uses must accompany a primary use on the same lot or within the same building. The existence of secondary uses shall not limit the operation or extent of permitted primary uses within the IPF Zone.

1. Nursery, day care, or preschools in support of a primary activity.
2. Public Facilities for Special Events. Public Facilities for Special Events is defined as follows: A parcel used for overnight parking and lodging using RVs, travel trailers, temporary housing units, in conjunction with governmentally sanctioned, or sponsored public events.
3. Recreational Vehicle Courts compliant with Chapter 18.96

#### HISTORY

Adopted by Ord. [2020-36](#) Adopting an Institutional and Public Facilities Zone on 8/18/2020

#### **18.26.030 Area Requirements**

1. There is no minimum lot area requirement and no maximum building size in the IPF Zone.
2. Each project approved under this section must be fully located within the IPF Zone.

#### HISTORY

Adopted by Ord. [2020-36](#) Adopting an Institutional and Public Facilities Zone on 8/18/2020

### **18.26.040 Setback Requirements**

In the IPF Zone, all buildings shall be set back at fifteen (15) feet from any public street right-of-way line. In the event of competing set back requirements as a result of building code restrictions, the most restrictive shall govern.

#### HISTORY

Adopted by Ord. [2020-36](#) Adopting an Institutional and Public Facilities Zone on 8/18/2020

### **18.26.050 Height And Size Requirements**

All buildings in the IPF Zone shall be limited in height to forty-five (45) feet. Height may exceed this limit, provided the building is setback from each property line one horizontal foot for each vertical foot in height.

#### HISTORY

Adopted by Ord. [2020-36](#) Adopting an Institutional and Public Facilities Zone on 8/18/2020

### **18.26.060 Special Provisions**

1. A 10 foot wide landscaping strip shall be provided along each street right of way, which shall be planted with a mixture of evergreen and deciduous trees, spaced on average no further than one tree for each twenty-five (25) feet of street frontage.
2. Sidewalk shall be installed according to City standards along the property's street frontage.
3. RV Parks shall be screened from existing residential development with a masonry fence 8 feet tall.
4. All outdoor lighting shall be shielded to direct light and glare only onto the premises and shall be consistent with Chapter 18.78 Lighting.
5. The storage of goods and materials within 50 feet of a public street shall occur within a building or behind an eight foot tall sight obscuring fence.

#### HISTORY

Adopted by Ord. [2020-36](#) Adopting an Institutional and Public Facilities Zone on 8/18/2020

### **18.26.065 Compatibility With Residential Zones**

## **18.96 Recreational Vehicle Courts**

### **18.96.010 Intent Of Provisions**

### **18.96.020 Permit And Plans Required**

### **18.96.030 Content Of Plan**

### **18.96.040 Standards And Requirements**

#### **18.96.010 Intent Of Provisions**

The intent of this chapter is to promulgate minimum regulations which are designed to facilitate the development of safe and sanitary accommodations for short-term occupants.

#### HISTORY

*Adopted by Ord. [199](#) §02.1004.01 on 11/6/1973*

#### **18.96.020 Permit And Plans Required**

Any person wishing to construct a recreational vehicle court shall prepare a plan therefor and submit the same to the planning and zoning administrator. Before a permit can be issued for any construction connected with a recreational vehicle court, the plans must be approved as set forth in this chapter. No construction connected with said vehicle court shall be commenced until a valid permit has been obtained therefor.

#### HISTORY

*Adopted by Ord. [199](#) §02.1004.02 on 11/6/1973*

#### **18.96.030 Content Of Plan**

The plan shall show the following information:

1. The topography represented by contours shown at no greater intervals than two feet when required by the planning and zoning administrator;
2. The proposed street and recreational vehicle court layout;
3. Proposed reservations for parks, playgrounds and open spaces, if any;
4. Size and character of service and recreation buildings and other structures associated with land and facilities to be used by the recreational vehicle court occupants;
5. Proposed landscape planting plan, including type and location of plant material;
6. Location of existing and proposed utility lines and easements, water and sewer lines, fire hydrants and other improvements.

#### HISTORY

*Adopted by Ord. [199](#) §02.1004.03 on 11/6/1973*

#### **18.96.040 Standards And Requirements**

The development of any recreational vehicle court shall conform to the following standards and requirements:

1. The area shall be in one ownership and shall remain in one ownership and the same shall not be subdivided thereafter.;
2. The plan must be prepared by an engineer, land surveyor, architect or landscape architect licensed to practice in the state;
3. Yard Lighting. A minimum of two-tenths footcandles of light shall be required for protective yard lighting the full length of all driveways and walkways;
4. All roadways shall be hard surfaced;
5. All recreational vehicle courts shall abut upon a collector or arterial street as set forth in the comprehensive plan of the city;
6. No exit or entrance from a recreational vehicle court shall be through a residential zone;
7. All one-way roadways shall be at least sixteen feet in width and all two-way roadways shall be at least twenty-four feet in width;
8. All recreational vehicle spaces shall be located at least twenty feet back from the right-of-way line of any public street and the resulting setback space must be landscaped with lawn and trees or shrubs as approved by the planning and zoning administrator except over permitted driveways;
9. All areas within the court which are not occupied by buildings or hardsurfacing shall be landscaped and maintained with lawn, trees and shrubs designed to provide privacy and noise containment, and shall be equipped with adequate sprinkling devices as determined by the planning and zoning administrator;
10. Each recreational vehicle space shall be at least twenty feet in width and at least forty feet in length;
11. All recreational vehicles shall be served by a water system, a sewage disposal system and solid waste disposal facilities which have been approved by the State Health Department;
12. All recreational vehicle courts shall be maintained in a tidy and sanitary condition, free at all times from debris, trash and deleterious objects and structures;
13. Prerequisite to the occupancy of any recreational vehicle court shall be the obtaining of an annual license, which shall be issued only after inspection by the planning and zoning administrator. It shall be unlawful to operate a recreational vehicle court without first obtaining a license, and said license shall be refused or revoked upon failure of the owner and/or operator to maintain the park in accordance with the standards and requirements as set forth in this section;
14. In addition to meeting the requirements of this section, all recreational vehicle courts shall also conform to the requirements set forth in the Code of Camp, Trailer Court, Hotel, Motel and Resort Sanitation Regulations, as adopted by the Utah State Board of Health.

#### HISTORY

*Adopted by Ord. [199](#) §02.1004.04 on 11/6/1973*

*Amended by Ord. [2000-21](#) on 8/17/2000*





# Heber City Council Staff Report

**MEETING DATE:** 4/16/2024  
**SUBJECT:** Arts Advisory Committee TAP (Trails, Arts, Parks) Grant Scorecard Final Recommendations  
**RESPONSIBLE:** Phil Jordan, J. Mark Smedley  
**DEPARTMENT:** Administrative  
**STRATEGIC RELEVANCE:**

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## SUMMARY

Under the direction of the City Council in the last quarter of 2023, and in conjunction with the newly adopted TAP Tax accruals, the opening to apply for Art's TAP monies initiated on January 10<sup>th</sup>, 2024, and ran for 60 days, closing March 11<sup>th</sup>, 2024.

On March 13th the Art's Advisory Committee met to review the TAP Tax applications, graded, by scorecards developed by the Committee, and awarded percentages of the available TAP Tax monies to those applicants that qualified.

The grades were tabulated, and then final recommendations were recorded and are now submitted to the City Council.

The Art's projects portion of the TAP Tax generated **\$44,000.00**, representing 10% of the City's total share of the TAP Tax collection.

There were nine (9) applications submitted, two of which did not meet all the criteria and were not included in the award process. Said Applications money request totaled **\$95,535.00**. The qualifying applicant's requests amounted to **\$65,035.00**. A total of **\$42,135.00** is the amount recommended to be awarded by the Council, dispersed among the Applicants. All but one of the 9 Applicants received either their full amount requested or the maximum amount permitted by the process to any one Applicant.

The names of the Applicants and their awarded amounts are:

- Heber City Air Museum; Requested \$5,000.00; Recommended \$5,000.00.
- Heber Valley Children's Choir; Requested \$5,000.00; Recommended \$4,000.00.
- Art Around the Square; Requested \$18,000.00; Recommended \$8,800.00.

- Timpanogos Valley Theater (TVT); Requested \$6,000.00; Recommended \$6,000.00.
- Utah Wildlife Federation; Requested \$22,500.00; Recommended \$8,800.00.
- Wasatch Camerata Chamber Singers; Requested \$3,500.00; Recommended \$3,500.00.
- M&M Band; Requested \$6,035.00; Recommended \$6,035.00.

The two ineligible Applications were Cultural Fire Events and Wasatch County Arts Council. The core factor of in-eligibility and resulting non-recommendation were jurisdictional and funding entity duplication. The Cultural Fire Events location for their event was just outside the City limits, the Wasatch County Art's Council is a funding entity in and of itself and involved County project(s) located or taking place outside, rather than specific City events.

## RECOMMENDATION

The Council approve the aforementioned percentage recommendations for apportionment to the respective applicants outlined above.

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## BACKGROUND

The State Tax Commission estimated last year, (2022) that Heber City's TAP Tax would have approximated \$351,448.00. The analysis was prepared based on historical distributions and uses assumptions to calculate taxable sales for the TAP Tax. *(It was not intended to be a forecast of future distributions, Utah Tax Commission).*

Given these numbers, Heber City's monthly TAP Tax for 2022 could have been between \$25,691.00 and \$34,595.00, averaging \$29,287.00, of which ten percent would be allocated to the Arts and Cultural Projects.

As indicated, the total TAP Tax generated for the City was approximately \$440,000.00, resulting in an Art's projects portion of **\$44,000.00**, representing 10% of the City's Total share of the TAP Tax collection.

## DISCUSSION

Does the City Council desire to adjust any of the recommendations submitted by the Committee?

Any other TAP Tax TAP-appropriate projects, that are not Arts and Culture, are being processed through city staff and the existing POSTT Committee, then on to the City Council for final approval during the annual budget process.

The TAP Tax Applications for Arts and Cultural Projects have been discussed and vetted, and these recommendations are now forwarded to the City Council.

The City Council is to make the final decision on funding, and then direct the City's financial staff to allocate funds from accrued TAP Tax resources to each respective applicant and project.

Whatever is not expended on the projects is returned to the TAP Tax Fund. (*TAP Tax funds need to be spent within 10 years*).

## FISCAL IMPACT

It is hoped that next year the City could receive close to \$600,000.00 annually, ten percent of which, (approximately \$60,000.00 would be available for the Art's Advisory Committee to make recommended allocations for finance cultural facilities, recreational facilities, and zoological facilities, botanical organizations, cultural organizations, and zoological organizations within the city or within the geographic area of Wasatch County.

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

## CONCLUSION

See above.

## ALTERNATIVES

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

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## POTENTIAL MOTIONS

### Alternative 1 - Approval - Staff Recommended Option

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

### Alternative 2 - Approve as Amended

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

### Alternative 3 - Continue

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

### Alternative 4 - Denial

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

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## ACCOUNTABILITY

**Department:** Administrative  
**Staff member:**

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## EXHIBITS

1. Exhibits for April 16 2024 Staff Report on Art's Advisory Committee for TAP Tax Grants, Criteria Evaluation
2. TAP Arts 2024 Roll-up Totals Final
3. TAP Arts 2024 Scorecard - Committee #1 Final
4. TAP Arts 2024 Scorecard - Committee #2 Final
5. TAP Arts 2024 Scorecard - Committee #3 Final
6. TAP Arts 2024 Scorecard - Committee #4 Final
7. TAP Arts 2024 Scorecard - Committee #5 Final
8. TAP Tax Awards 2024
9. Grant Agreement Terms and Conditions
10. Staff Report on Arts Committee recommendations 2024 Awards
11. TAP PP



## **Exhibits A, B, C, D, E, F, G, H and I.**

### **Proposed Supporting Procedural Documents:**

- A. TAP Tax Application Guidelines
- B. TAP Tax Application and Criteria Evaluation
- C. Tap Arts 2024 Roll-up Totals Final
- D. - H. TAP Tax Committee Scorecards
- I. TAP Tax Request Spreadsheet

### **Exhibit A.**

#### **TAP Tax Project Guidelines**

*Supporting and promoting recreational, cultural, arts and parks facilities and programs to benefit the Heber valley community.*

These funds are meant to aid project and program based activities (art creation, art presentation, cultural activities, recreation facilities and capital projects, recreation programs).

Capital projects are allowed but must be available for public use for at least 10 years. This timeframe may vary depending upon project specifics including dollar amount, estimated useful life of the capital project etc., this timeframe will be determined before the grant award.

Applicants are required to have a 501(c)(3) status to qualify for a grant. If an applicant (such as a local artist) does not have such status, they are then recommended to partner with an organization that does.

The location of the project takes place within Heber city limits

Projects must be completed within one year of grant award.

Projects must be matched by at least 25% (direct or indirect match)

An entity can apply for up to 20% of total funds available for the year. (\$\_\_\_\_\_)

Grant awards will be distributed in two payments, 50% at the time of award and 50% at project completion and final reporting.

If the organization has a currently open TAP Tax project, they may apply for a new cycle of TAP Tax funding but won't be awarded funds until the open project is completed.

Projects are required to announce and display that funding was provided by the Heber City TAP Tax Program.

TAP/Tax funds may be USED for expenditures directly related to:

- Collections /Exhibits: Acquisitions or public display of items that in part or as a whole are collected or exhibited.
- Contracted Services: Services obtained through the aid or direction of a second individual or company that are directly related to the project.
- Salaries that have a direct relation to the project (i.e. an art instructor's time in preparing and teaching an art program).
- General administration and overhead costs may be allowed if the applicant can demonstrate a direct relation or need to the proposed project: These costs are limited to a maximum of 10% of the total requested amount.
- Marketing/Advertising: Promotion of the organization's TAP Tax funded project/program.
- Programs/Performance/Production: Staging of programs, performances, productions, cultural festivals.
- Projects: Development of one-of-a-kind or one-time physical item or one-time events, including but not limited to historical, cultural, recreational.

TAP/Tax funds may NOT BE USED for (this list is not exhaustive):

- Accumulated deficits or debt retirement.
- Public schools and/or school programs or hiring of temporary or permanent staff.
- Lobbying Expenses.
- Scholarships, purchase awards or cash prizes.
- Regular operations of Magazines or Newspapers.
- Activities intended primarily for fundraising.
- Rehabilitative or therapeutic programs.
- Fireworks.
- Rodeos.
- Activities that are primarily religious in purpose.
- Cash reserves.

Projects will be evaluated on:

- Quality of proposed project.
- Demonstrated community need.
- Benefits to the community.
- The organization's history, ability to implement project and financial considerations.

# TAP TAX APPLICATION

## *WITH COMPLIANCE REPORT and CRITERIA*

If you answered no to either of the above questions, the applicant will not be able to proceed.

## Page 202 of 380

EIN: \_\_\_\_\_

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Please list key staff positions of your  
Organization on this project:  
Staff:

#### Grant Contact

Executive Director: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Alternate Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

#### Project Information

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

Project Start Date: \_\_\_\_\_ Project End Date: \_\_\_\_\_

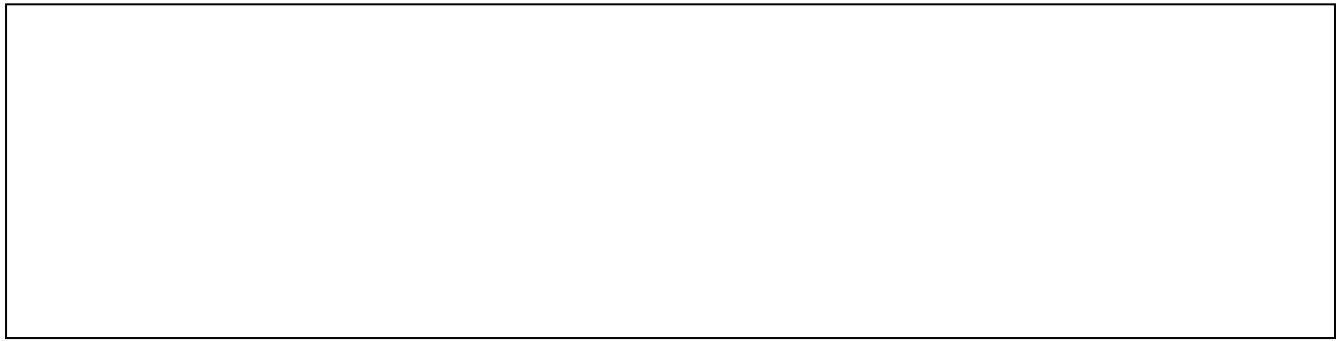
Amount Requested: \_\_\_\_\_ Total Cost of Proposed Project: \_\_\_\_\_

Project Title and Summary- In the space provided, please provide a brief summary of the proposed project.  
Max 500 characters

Provide a Needs Assessment (Why is this project important?):  
Max 500 characters

Project Goals and Implementation- Please describe in detail how this project will be accomplished, who will be involved, the timeline for completion, and how this project will benefit the citizens of Heber City.  
Max 2000 characters





**Project Target Audience-** In the space provided, include the number of people expected to be reached by the project. Please include any plans to target specific age groups or underserved populations.

Max 500 characters

**Please detail any partnerships for this project.**

Max 500 characters

**What qualitative and quantitative measures will you be using to evaluate your project goals?**

Max 500 characters

## Attachments

501(c)(3) Determination Letter  
List of Board of Directors  
Most Recent Financial Statement  
Other Supporting Documentation

## Disclaimer and Signature

*I certify that my answers are true and complete to the best of my knowledge.*

Signature:

### Project Budget

Project Expenses		
Item	Total Amount	
	Grant Request	Match
	Comment	

Project Income		
Donations: Please provide a list of committed funding sources for this project:		
Source	Amount Committed/Items Donated	
Organization Contribution		
Donated Materials		
Other grants		

## Evaluation Criteria

- **Quality of proposed project**
  - The quality and clarity of the project goals and design
    - Completeness
    - Value of supporting materials
- **Demonstrated community need**
  - What is the current need of Heber City citizens that this project aims to address?
  - Are other projects or programs already addressing this need?
- **Benefits to the community**
  - The number Heber City residents by age, user group etc. served by the project;
  - Does this project have the potential to become an influential part of the Community experience in years to come?
  - In what tangible ways will this project benefit Heber City?
- **The organization's history, ability to implement project and financial considerations**
  - The ability to carry out the project based on factors including the appropriateness of the budget, the resources involved, and the qualifications of the project's personnel
  - History of past City funding





2024

Roll-up Scores

Application #	Applicant	CM #1	CM #2	CM #3	CM #4	CM #5	Total	Request	Eligible	Match %	Recc Award
24_01	Cultural Fire Events						DQ	\$ -	\$ -	0%	\$ -
24_02	Heber City Air Museum	305	345	265	235	375	1525	\$ 5,000.00			\$ 5,000.00
24_03	Heber Valley Childrens Choir	290	395	325	360	395	1765	\$ 5,000.00	\$ 4,000.00		\$ 4,000.00
24_04	Art Around The Square	340	450	420	360	410	1980	\$ 18,000.00			\$ 8,800.00
24_05	Timpanogos Valley Theater (TVT)	370	380	370	285	405	1810	\$ 6,000.00			\$ 6,000.00
24_06	Utah Wildlife Federation	360	450	430	245	445	1930	\$ 22,500.00			\$ 8,800.00
24_07	Wasatch Camerata Chamber Singers	310	360	320	320	370	1680	\$ 3,500.00			\$ 3,500.00
24_08	M&M Band	270	350	420	290	340	1670	\$ 6,035.00			\$ 6,035.00
24_09	Wasatch County Arts Council						DQ				
Totals								\$ 66,035.00			\$ 42,135.00

**Applicant**

**Cultural Fire Events**

**Project Name**

**Committee Member**

**# 1**

### **Evaluation Criteria**

Quality of Proposed Project: Budget

Quality of Proposed Project: Timeline

Demonstrated Community Need

Benefits to the Community

History, Ability to Implement Project  
and Financial Considerations

**Total**

24\_01



2024

Weight	Score 0-5	Total
10	DQ	
10	DQ	
25	DQ	
35	DQ	
20	DQ	
100		0

**Applicant**

**Heber City Air Museum**

**Project Name**

**Committee Member**

**# 1**

### **Evaluation Criteria**

Quality of Proposed Project: Budget

Quality of Proposed Project: Timeline

Demonstrated Community Need

Benefits to the Community

History, Ability to Implement Project  
and Financial Considerations

**Total**



24\_02



2024

Weight	Score 0-5	Total
10	3	30
10	4	40
25	2	50
35	3	105
20	4	80
100		305

**Applicant**

**Heber Valley Childrens Choir**

**Project Name**

**Committee Member**

**# 1**

### **Evaluation Criteria**

Quality of Proposed Project: Budget

Quality of Proposed Project: Timeline

Demonstrated Community Need

Benefits to the Community

History, Ability to Implement Project  
and Financial Considerations

**Total**

24\_03



2024

Weight	Score 0-5	Total
10	3	30
10	4	40
25	3	75
35	3	105
20	2	40
100		290

Applicant

Art Around The Square

24\_04

Project Name



Committee Member

# 1

2024

Evaluation Criteria	Weight	Score 0-5	Total
Quality of Proposed Project: Budget	10	3	30
Quality of Proposed Project: Timeline	10	3	30
Demonstrated Community Need	25	4	100
Benefits to the Community	35	4	140
History, Ability to Implement Project and Financial Considerations	20	2	40
Total	100		340



**Applicant**

**Timpanogos Valley Theater (TVT)**

**Project Name**

**Committee Member**

**# 1**

### **Evaluation Criteria**

Quality of Proposed Project: Budget

Quality of Proposed Project: Timeline

Demonstrated Community Need

Benefits to the Community

History, Ability to Implement Project  
and Financial Considerations

**Total**

24\_05



2024

Weight	Score 0-5	Total
10	4	40
10	1	10
25	4	100
35	4	140
20	4	80
100		370

**Applicant**

**Utah Wildlife Federation**

**Project Name**

**Committee Member**

**# 1**

### **Evaluation Criteria**

Quality of Proposed Project: Budget

Quality of Proposed Project: Timeline

Demonstrated Community Need

Benefits to the Community

History, Ability to Implement Project  
and Financial Considerations

**Total**

24\_06



2024

Weight	Score 0-5	Total
10	3	30
10	3	30
25	4	100
35	4	140
20	3	60
100		360



**Applicant**

**Wasatch Camerata Chamber Singers**

**Project Name**

**Committee Member**

**# 1**

### **Evaluation Criteria**

Quality of Proposed Project: Budget

Quality of Proposed Project: Timeline

Demonstrated Community Need

Benefits to the Community

History, Ability to Implement Project  
and Financial Considerations

**Total**

24\_07



2024

Weight	Score 0-5	Total
10	3	30
10	4	40
25	3	75
35	3	105
20	3	60
100		310

**Applicant**

**Wasatch Community Foundation**

**Project Name**

**Committee Member**

**# 1**

### **Evaluation Criteria**

Quality of Proposed Project: Budget

Quality of Proposed Project: Timeline

Demonstrated Community Need

Benefits to the Community

History, Ability to Implement Project  
and Financial Considerations

**Total**

24\_08



2024

Weight	Score 0-5	Total
10	4	40
10	3	30
25	2	50
35	2	70
20	4	80
100		270



**Applicant**

**Wasatch County Arts Council**

**Project Name**

**Committee Member**

**# 1**

### **Evaluation Criteria**

Quality of Proposed Project: Budget

Quality of Proposed Project: Timeline

Demonstrated Community Need

Benefits to the Community

History, Ability to Implement Project  
and Financial Considerations

**Total**

24\_09



2024

Weight	Score 0-5	Total
10	DQ	
10	DQ	
25	DQ	
35	DQ	
20	DQ	
100		0

**Applicant**

**Project Name**

**Committee Member**

**# 1**

Evaluation Criteria	
	Quality of Proposed Project: Budget
	Quality of Proposed Project: Timeline
	Demonstrated Community Need
	Benefits to the Community
	History, Ability to Implement Project and Financial Considerations
	Total

24\_xx



2024

Weight	Score 0-5	Total
10		0
10		0
25		0
35		0
20		0
100		0



## Art Advisory C



**Non-responsive**

**0**

Quality of proposed project: Budget	No budget provided
Quality of proposed project: Timeline	No timeline provided
Demonstrated Community Need	Does not address community need
Benefits to the Community	Does not address benefits to the community
The Organization's History & Ability to implement Project & Financial Considerations	No history, evidence of ability to implement projects, or financial considerations provided

## Committee - TAP TAX Art Grant Application Rubric

Mar

Unsatisfactory  1	Basic  2	Developing  3	Strong
Makes attempt to provide a budget	Provided, but unclear on what the money would be used for	Budget provided with more than basic detail	Greater detail provided with supporting information
Project not well thought out or lacking details in timeline	Some details provided; better project timeline needed	Timeline provided with more than basic detail	Well-thought out timeline with project details
Makes attempt to describe community need	Community need described in basic detail	Community need described with more than basic detail	Community need described with more than basic detail and supporting data
Makes attempt to describe benefits to the community	Community benefits described in basic detail	Community benefits described with more than basic detail	Community benefits described with more than basic detail and supporting data & evidence
Makes attempt to give evidence of the organization's history, ability to implement projects & financial considerations	Basic supporting evidence of organization's history, ability to implement projects & financial considerations provided	Evidence of organization's ability to implement projects, history & financial considerations provided with more than basic detail	Evidence of organization's ability to implement projects, history & financial considerations provided with more than basic detail and supporting data

## March, 2024 – Year 1

Superior  4	Exemplary  5
er details ded, but lack of orting data or nation	Invoices, or bids provided for work with detailed cost estimates
constructed e of events and ct details	Provides supporting data, or timelines to show project is clearly defined
community needs s provided, cks supporting or information	Addresses current need of community with supporting details, data & information
community ts provided cks specific & tangible nce	Addresses community benefits with tangible evidence & specific user groups, etc.
nce of ization's to ment projects, y & financial derations ded but lacks ed supporting or information	Detailed supporting data or information is provided that gives clear evidence of organization's ability to implement projects, history & financial considerations

**Applicant**

**Cultural Fire Events**

**Project Name**

**Committee Member**

**# 2**

**Evaluation Criteria**

Quality of Proposed Project: Budget

Quality of Proposed Project: Timeline

Demonstrated Community Need

Benefits to the Community

History, Ability to Implement Project  
and Financial Considerations

**Total**



24\_01



2024

Weight	Score 0-5	Total
10	DQ	
10	DQ	
25	DQ	
35	DQ	
20	DQ	
100		0

**Applicant**

**Heber City Air Museum**

**Project Name**

**Committee Member**

**# 2**

### **Evaluation Criteria**

Quality of Proposed Project: Budget

Quality of Proposed Project: Timeline

Demonstrated Community Need

Benefits to the Community

History, Ability to Implement Project  
and Financial Considerations

**Total**

24\_02



2024

Weight	Score 0-5	Total
10	4	40
10	4	40
25	2	50
35	5	175
20	2	40
100		345

**Applicant**

**Heber Valley Childrens Choir**

**Project Name**

**Committee Member**

**# 2**

### **Evaluation Criteria**

Quality of Proposed Project: Budget

Quality of Proposed Project: Timeline

Demonstrated Community Need

Benefits to the Community

History, Ability to Implement Project  
and Financial Considerations

**Total**

24\_03



2024

Weight	Score 0-5	Total
10	2	20
10	5	50
25	5	125
35	4	140
20	3	60
100		395



Applicant

**Art Around The Square**

24\_04

Project Name



Committee Member

**# 2**

**2024**

Evaluation Criteria	Weight	Score 0-5	Total
Quality of Proposed Project: Budget	10	3	30
Quality of Proposed Project: Timeline	10	4	40
Demonstrated Community Need	25	5	125
Benefits to the Community	35	5	175
History, Ability to Implement Project and Financial Considerations	20	4	80
Total	100		450

**Applicant**

**Timpanogos Valley Theater (TVT)**

**Project Name**

**Committee Member**

**# 2**

### **Evaluation Criteria**

Quality of Proposed Project: Budget

Quality of Proposed Project: Timeline

Demonstrated Community Need

Benefits to the Community

History, Ability to Implement Project  
and Financial Considerations

**Total**

24\_05



2024

Weight	Score 0-5	Total
10	1	10
10	1	10
25	5	125
35	5	175
20	3	60
100		380

**Applicant**

**Utah Wildlife Federation**

**Project Name**

**Committee Member**

**# 2**

### **Evaluation Criteria**

Quality of Proposed Project: Budget

Quality of Proposed Project: Timeline

Demonstrated Community Need

Benefits to the Community

History, Ability to Implement Project  
and Financial Considerations

**Total**

24\_06



2024

Weight	Score 0-5	Total
10	5	50
10	2	20
25	5	125
35	5	175
20	4	80
100		450



**Applicant**

**Wasatch Camerata Chamber Singers**

**Project Name**

**Committee Member**

**# 2**

**Evaluation Criteria**

Quality of Proposed Project: Budget

Quality of Proposed Project: Timeline

Demonstrated Community Need

Benefits to the Community

History, Ability to Implement Project  
and Financial Considerations

**Total**

24\_07



2024

Weight	Score 0-5	Total
10	3	30
10	3	30
25	4	100
35	4	140
20	3	60
100		360

**Applicant**

**Wasatch Community Foundation**

**Project Name**

**Committee Member**

**# 2**

### **Evaluation Criteria**

Quality of Proposed Project: Budget

Quality of Proposed Project: Timeline

Demonstrated Community Need

Benefits to the Community

History, Ability to Implement Project  
and Financial Considerations

**Total**

24\_08



2024

Weight	Score 0-5	Total
10	4	40
10	1	10
25	4	100
35	4	140
20	3	60
100		350

**Applicant**

**Wasatch County Arts Council**

**Project Name**

**Committee Member**

**# 2**

**Evaluation Criteria**

Quality of Proposed Project: Budget

Quality of Proposed Project: Timeline

Demonstrated Community Need

Benefits to the Community

History, Ability to Implement Project  
and Financial Considerations

**Total**



24\_09



2024

Weight	Score 0-5	Total
10	DQ	
10	DQ	
25	DQ	
35	DQ	
20	DQ	
100		0

**Applicant**

**Project Name**

**Committee Member**

Evaluation Criteria
Quality of Proposed Project: Budget
Quality of Proposed Project: Timeline
Demonstrated Community Need
Benefits to the Community
History, Ability to Implement Project and Financial Considerations
Total

24\_xx



2024

Weight	Score 0-5	Total
10		0
10		0
25		0
35		0
20		0
100		0

## Art Advisory C



**Non-responsive**

**0**

Quality of proposed project: Budget	No budget provided
Quality of proposed project: Timeline	No timeline provided
Demonstrated Community Need	Does not address community need
Benefits to the Community	Does not address benefits to the community
The Organization's History & Ability to implement Project & Financial Considerations	No history, evidence of ability to implement projects, or financial considerations provided

## Committee - TAP TAX Art Grant Application Rubric

Mar

Unsatisfactory  1	Basic  2	Developing  3	Strong
Makes attempt to provide a budget	Provided, but unclear on what the money would be used for	Budget provided with more than basic detail	Greater detail provided with supporting information
Project not well thought out or lacking details in timeline	Some details provided; better project timeline needed	Timeline provided with more than basic detail	Well-thought out timeline with project details
Makes attempt to describe community need	Community need described in basic detail	Community need described with more than basic detail	Community need described with more than basic detail and supporting data
Makes attempt to describe benefits to the community	Community benefits described in basic detail	Community benefits described with more than basic detail	Community benefits described with more than basic detail and supporting data & evidence
Makes attempt to give evidence of the organization's history, ability to implement projects & financial considerations	Basic supporting evidence of organizations history, ability to implement projects & financial considerations provided	Evidence of organization's ability to implement projects, history & financial considerations provided with more than basic detail	Evidence of organization's ability to implement projects, history, financial considerations provided with more than basic detail and supporting data



## March, 2024 – Year 1

Superior  4	Exemplary  5
er details ded, but lack of orting data or nation	Invoices, or bids provided for work with detailed cost estimates
constructed e of events and ct details	Provides supporting data, or timelines to show project is clearly defined
community needs s provided, cks supporting or information	Addresses current need of community with supporting details, data & information
community ts provided cks specific & tangible nce	Addresses community benefits with tangible evidence & specific user groups, etc.
nce of ization's to ment projects, y & financial derations ded but lacks ed supporting or information	Detailed supporting data or information is provided that gives clear evidence of organization's ability to implement projects, history & financial considerations

**Applicant**

**Cultural Fire Events**

**Project Name**

**Committee Member**

**# 3**

### **Evaluation Criteria**

Quality of Proposed Project: Budget

Quality of Proposed Project: Timeline

Demonstrated Community Need

Benefits to the Community

History, Ability to Implement Project  
and Financial Considerations

**Total**

24\_01



2024

Weight	Score 0-5	Total
10	DQ	
10	DQ	
25	DQ	
35	DQ	
20	DQ	
100		0

**Applicant**

**Heber City Air Museum**

**Project Name**

**Committee Member**

**# 3**

### **Evaluation Criteria**

Quality of Proposed Project: Budget

Quality of Proposed Project: Timeline

Demonstrated Community Need

Benefits to the Community

History, Ability to Implement Project  
and Financial Considerations

**Total**

24\_02



2024

Weight	Score 0-5	Total
10	2	20
10	3	30
25	2	50
35	3	105
20	3	60
100		265



**Applicant**

**Heber Valley Childrens Choir**

**Project Name**

**Committee Member**

**# 3**

### **Evaluation Criteria**

Quality of Proposed Project: Budget

Quality of Proposed Project: Timeline

Demonstrated Community Need

Benefits to the Community

History, Ability to Implement Project  
and Financial Considerations

**Total**

24\_03



2024

Weight	Score 0-5	Total
10	2	20
10	3	30
25	3	75
35	4	140
20	3	60
100		325

Applicant **Art Around The Square**

24\_04

Project Name



Committee Member **# 3**

2024

Evaluation Criteria	Weight	Score 0-5	Total
Quality of Proposed Project: Budget	10	4	40
Quality of Proposed Project: Timeline	10	4	40
Demonstrated Community Need	25	4	100
Benefits to the Community	35	4	140
History, Ability to Implement Project and Financial Considerations	20	5	100
Total	100		420

**Applicant**

**Timpanogos Valley Theater (TVT)**

**Project Name**

**Committee Member**

**# 3**

### **Evaluation Criteria**

Quality of Proposed Project: Budget

Quality of Proposed Project: Timeline

Demonstrated Community Need

Benefits to the Community

History, Ability to Implement Project  
and Financial Considerations

**Total**

24\_05



2024

Weight	Score 0-5	Total
10	3	30
10	2	20
25	4	100
35	4	140
20	4	80
100		370



**Applicant**

**Utah Wildlife Federation**

**Project Name**

**Committee Member**

**# 3**

### **Evaluation Criteria**

Quality of Proposed Project: Budget

Quality of Proposed Project: Timeline

Demonstrated Community Need

Benefits to the Community

History, Ability to Implement Project  
and Financial Considerations

**Total**

24\_06



2024

Weight	Score 0-5	Total
10	4	40
10	5	50
25	5	125
35	5	175
20	2	40
100		430

**Applicant**

**Wasatch Camerata Chamber Singers**

**Project Name**

**Committee Member**

**# 3**

### **Evaluation Criteria**

Quality of Proposed Project: Budget

Quality of Proposed Project: Timeline

Demonstrated Community Need

Benefits to the Community

History, Ability to Implement Project  
and Financial Considerations

**Total**

24\_07



2024

Weight	Score 0-5	Total
10	3	30
10	3	30
25	3	75
35	3	105
20	4	80
100		320

**Applicant**

**M&M Band**

**Project Name**

**Committee Member**

**# 3**

### **Evaluation Criteria**

Quality of Proposed Project: Budget

Quality of Proposed Project: Timeline

Demonstrated Community Need

Benefits to the Community

History, Ability to Implement Project  
and Financial Considerations

**Total**



24\_08



2024

Weight	Score 0-5	Total
10	4	40
10	4	40
25	4	100
35	4	140
20	5	100
100		420

**Applicant**

**Wasatch County Arts Council**

**Project Name**

**Committee Member**

**# 3**

**Evaluation Criteria**

Quality of Proposed Project: Budget

Quality of Proposed Project: Timeline

Demonstrated Community Need

Benefits to the Community

History, Ability to Implement Project  
and Financial Considerations

**Total**

24\_09



2024

Weight	Score 0-5	Total
10	DQ	
10	DQ	
25	DQ	
35	DQ	
20	DQ	
100		0

**Applicant**

**Project Name**

**Committee Member**

Evaluation Criteria
Quality of Proposed Project: Budget
Quality of Proposed Project: Timeline
Demonstrated Community Need
Benefits to the Community
History, Ability to Implement Project and Financial Considerations
Total

24\_xx



2024

Weight	Score 0-5	Total
10		0
10		0
25		0
35		0
20		0
100		0



## Art Advisory C



**Non-responsive**

**0**

Quality of proposed project: Budget	No budget provided
Quality of proposed project: Timeline	No timeline provided
Demonstrated Community Need	Does not address community need
Benefits to the Community	Does not address benefits to the community
The Organization's History & Ability to implement Project & Financial Considerations	No history, evidence of ability to implement projects, or financial considerations provided

## Committee - TAP TAX Art Grant Application Rubric

Mar

Unsatisfactory  1	Basic  2	Developing  3	Strong
Makes attempt to provide a budget	Provided, but unclear on what the money would be used for	Budget provided with more than basic detail	Greater detail provided with supporting information
Project not well thought out or lacking details in timeline	Some details provided; better project timeline needed	Timeline provided with more than basic detail	Well-considered outline of project timeline
Makes attempt to describe community need	Community need described in basic detail	Community need described with more than basic detail	Community need described with more than basic detail and supporting data
Makes attempt to describe benefits to the community	Community benefits described in basic detail	Community benefits described with more than basic detail	Community benefits described with more than basic detail and supporting data & evidence
Makes attempt to give evidence of the organization's history, ability to implement projects & financial considerations	Basic supporting evidence of organization's history, ability to implement projects & financial considerations provided	Evidence of organization's ability to implement projects, history & financial considerations provided with more than basic detail	Evidence of organization's ability to implement projects, history & financial considerations provided with more than basic detail and supporting data

## March, 2024 – Year 1

Superior  4	Exemplary  5
er details ded, but lack of orting data or nation	Invoices, or bids provided for work with detailed cost estimates
constructed e of events and ct details	Provides supporting data, or timelines to show project is clearly defined
community needs s provided, cks supporting or information	Addresses current need of community with supporting details, data & information
community ts provided cks specific & tangible nce	Addresses community benefits with tangible evidence & specific user groups, etc.
nce of ization's to ment projects, y & financial derations ded but lacks ed supporting or information	Detailed supporting data or information is provided that gives clear evidence of organization's ability to implement projects, history & financial considerations

**Applicant**

**Cultural Fire Events**

**Project Name**

**Committee Member**

**# 4**

### **Evaluation Criteria**

Quality of Proposed Project: Budget

Quality of Proposed Project: Timeline

Demonstrated Community Need

Benefits to the Community

History, Ability to Implement Project and  
Financial Considerations

**Total**

24\_01



2024

Weight	Score 0-5	Total
10	DQ	
10	DQ	
25	DQ	
35	DQ	
20	DQ	
100		0



Applicant

Heber City Air Museum

Project Name

Committee Member

# 4

### Evaluation Criteria

Quality of Proposed Project: Budget

Quality of Proposed Project: Timeline

Demonstrated Community Need

Benefits to the Community

History, Ability to Implement Project and  
Financial Considerations

Total

24\_02



2024

Weight	Score 0-5	Total
10	2	20
10	2	20
25	2	50
35	3	105
20	2	40
100		235

Applicant **Heber Valley Childrens Choir**

Project Name

Committee Member **# 4**

Evaluation Criteria	
	Quality of Proposed Project: Budget
	Quality of Proposed Project: Timeline
	Demonstrated Community Need
	Benefits to the Community
	History, Ability to Implement Project and
	Financial Considerations
	Total

24\_03



2024

Weight	Score 0-5	Total
10	4	40
10	4	40
25	4	100
35	4	140
20	2	40
100		360

Applicant **Art Around The Square**

24\_04



Project Name

Committee Member **# 4**

2024

Evaluation Criteria	Weight	Score 0-5	Total
Quality of Proposed Project: Budget	10	4	40
Quality of Proposed Project: Timeline	10	4	40
Demonstrated Community Need	25	4	100
Benefits to the Community	35	4	140
History, Ability to Implement Project and Financial Considerations	20	2	40
Total	100		360



Applicant **Timpanogos Valley Theater (TVT)**

Project Name

Committee Member **# 4**

Evaluation Criteria	
Quality of Proposed Project: Budget	
Quality of Proposed Project: Timeline	
Demonstrated Community Need	
Benefits to the Community	
History, Ability to Implement Project and Financial Considerations	
	Total

24\_05



2024

Weight	Score 0-5	Total
10	2	20
10	1	10
25	3	75
35	4	140
20	2	40
100		285

**Applicant**

**Utah Wildlife Federation**

**Project Name**

**Committee Member**

**# 4**

### **Evaluation Criteria**

Quality of Proposed Project: Budget

Quality of Proposed Project: Timeline

Demonstrated Community Need

Benefits to the Community

History, Ability to Implement Project and  
Financial Considerations

**Total**

24\_06



2024

Weight	Score 0-5	Total
10	3	30
10	2	20
25	2	50
35	3	105
20	2	40
100		245

Applicant **Wasatch Camerata Chamber Singers**

Project Name

Committee Member

**# 4**

### Evaluation Criteria

Quality of Proposed Project: Budget

Quality of Proposed Project: Timeline

Demonstrated Community Need

Benefits to the Community

History, Ability to Implement Project and  
Financial Considerations

Total



24\_07



2024

Weight	Score 0-5	Total
10	4	40
10	4	40
25	3	75
35	3	105
20	3	60
100		320

Applicant **Wasatch Community Foundation**

Project Name

Committee Member **# 4**

### Evaluation Criteria

Quality of Proposed Project: Budget

Quality of Proposed Project: Timeline

Demonstrated Community Need

Benefits to the Community

History, Ability to Implement Project and  
Financial Considerations

Total

24\_08



2024

Weight	Score 0-5	Total
10	5	50
10	4	40
25	2	50
35	2	70
20	4	80
100		290

**Applicant**

**Wasatch County Arts Council**

**Project Name**

**Committee Member**

**# 4**

### Evaluation Criteria

Quality of Proposed Project: Budget

Quality of Proposed Project: Timeline

Demonstrated Community Need

Benefits to the Community

History, Ability to Implement Project and  
Financial Considerations

**Total**

24\_09



2024

Weight	Score 0-5	Total
10	DQ	
10	DQ	
25	DQ	
35	DQ	
20	DQ	
100		0



Applicant

Project Name

Committee Member

Evaluation Criteria
Quality of Proposed Project: Budget
Quality of Proposed Project: Timeline
Demonstrated Community Need
Benefits to the Community
History, Ability to Implement Project and
Financial Considerations
Total

24\_xx



2024

Weight	Score 0-5	Total
10		0
10		0
25		0
35		0
20		0
100		0

## Art Advisory Committee - TAP TAX Art Grant Application



	Non-responsive 0	Unsatisfactory 1	Basic 2	Excellent 3
Quality of proposed project: Budget	No budget provided	Makes attempt to provide a budget	Provided, but unclear on what the money would be used for	Budget provided with 1 detail
Quality of proposed project: Timeline	No timeline provided	Project not well thought out or lacking details in timeline	Some details provided; better project timeline needed	Timeline provided with 1 detail
Demonstrated Community Need	Does not address community need	Makes attempt to describe community need	Community need described in basic detail	Community need described in more than 1 detail
Benefits to the Community	Does not address benefits to the community	Makes attempt to describe benefits to the community	Community benefits described in basic detail	Community benefits described in more than 1 detail
The Organization's	No history, no previous grants	Makes attempt to provide history	Basic supporting information	Evidence of previous grants

History & Ability to implement Project & Financial Considerations	evidence of ability to implement projects, or financial considerations provided	give evidence of the organization's history, ability to implement projects & financial considerations	evidence of organizations history, ability to implement projects & financial considerations provided	organ imple projec financ consi provi than l
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on Rubric                      March, 2024 – Year 1

Developing	Superior	Exemplary
3	4	5
get provided more than basic l	Greater details provided, but lack of supporting data or information	Invoices, or bids provided for work with detailed cost estimates
line provided more than basic l	Well -constructed outline of events and project details	Provides supporting data, or timelines to show project is clearly defined
munity need ibed with more basic detail	Community needs details provided, but lacks supporting data or information	Addresses current need of community with supporting details, data & information
munity benefits ibed with more basic detail	Community benefits provided but lacks specific data & tangible evidence	Addresses community benefits with tangible evidence & specific user groups, etc.
ence of	Evidence of	Detailed supporting



organization's ability to ement cts, history & cial derations ided with more basic detail	organization's ability to implement projects, history & financial considerations provided but lacks detailed supporting data or information	data or information is provided that gives clear evidence of organization's ability to implement projects, history & financial considerations
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**Applicant**

**Cultural Fire Events**

**Project Name**

Celebrating Native Americans in HV

**Committee Member**

**# 5**

### **Evaluation Criteria**

Quality of Proposed Project: Budget

Quality of Proposed Project: Timeline

Demonstrated Community Need

Benefits to the Community

History, Ability to Implement Project  
and Financial Considerations

**Total**

24\_01



2024

Weight	Score 0-5	Total
10	DQ	
10	DQ	
25	DQ	
35	DQ	
20	DQ	
100		DQ

**Applicant**

**Heber City Air Museum**

**Project Name**

WWII and Big Band Dance

**Committee Member**

**# 5**

### **Evaluation Criteria**

Quality of Proposed Project: Budget

Quality of Proposed Project: Timeline

Demonstrated Community Need

Benefits to the Community

History, Ability to Implement Project  
and Financial Considerations

**Total**

24\_02



2024

Weight	Score 0-5	Total
10	2	20
10	4	40
25	3	75
35	4	140
20	5	100
100		375

**Applicant**

**Heber Valley Childrens Choir**

**Project Name**

Video Production

**Committee Member**

**# 5**

### **Evaluation Criteria**

Quality of Proposed Project: Budget

Quality of Proposed Project: Timeline

Demonstrated Community Need

Benefits to the Community

History, Ability to Implement Project  
and Financial Considerations

**Total**



24\_03



2024

Weight	Score 0-5	Total
10	3	30
10	5	50
25	4	100
35	5	175
20	2	40
100		395

Applicant **Art Around The Square**

24\_04

Project Name Whimsy, at the Ideal



Committee Member **# 5**

2024

Evaluation Criteria	Weight	Score 0-5	Total
Quality of Proposed Project: Budget	10	4	40
Quality of Proposed Project: Timeline	10	5	50
Demonstrated Community Need	25	4	100
Benefits to the Community	35	4	140
History, Ability to Implement Project and Financial Considerations	20	4	80
Total	100		410

Applicant **Timpanogos Valley Theater (TVT)**

Project Name 2025 Spring Musical

Committee Member **# 5**

Evaluation Criteria	
Quality of Proposed Project: Budget	
Quality of Proposed Project: Timeline	
Demonstrated Community Need	
Benefits to the Community	
History, Ability to Implement Project and Financial Considerations	
Total	

24\_05



2024

Weight	Score 0-5	Total
10	2	20
10	1	10
25	4	100
35	5	175
20	5	100
100		405

**Applicant**

**Utah Wildlife Federation**

**Project Name**

Avon Theatre Restoration and Grizzly Mural

**Committee Member**

**# 5**

### **Evaluation Criteria**

Quality of Proposed Project: Budget

Quality of Proposed Project: Timeline

Demonstrated Community Need

Benefits to the Community

History, Ability to Implement Project  
and Financial Considerations

**Total**

24\_06



2024

Weight	Score 0-5	Total
10	5	50
10	4	40
25	4	100
35	5	175
20	4	80
100		445



**Applicant**

**Wasatch Camerata Chamber Singers**

**Project Name**

Wasatch Camerata Chamber Singer Concerts

**Committee Member**

**# 5**

### **Evaluation Criteria**

Quality of Proposed Project: Budget

Quality of Proposed Project: Timeline

Demonstrated Community Need

Benefits to the Community

History, Ability to Implement Project  
and Financial Considerations

**Total**

24\_07



2024

Weight	Score 0-5	Total
10	3	30
10	4	40
25	4	100
35	4	140
20	3	60
100		370

**Applicant**

**Wasatch Community Foundation**

**Project Name**

Trailer Canopy

**Committee Member**

**# 5**

### **Evaluation Criteria**

Quality of Proposed Project: Budget

Quality of Proposed Project: Timeline

Demonstrated Community Need

Benefits to the Community

History, Ability to Implement Project  
and Financial Considerations

**Total**

24\_08



2024

Weight	Score 0-5	Total
10	4	40
10	4	40
25	3	75
35	3	105
20	4	80
100		340

**Applicant**

**Wasatch County Arts Council**

**Project Name**

Wasatch County Arts Support

**Committee Member**

**# 5**

### **Evaluation Criteria**

Quality of Proposed Project: Budget

Quality of Proposed Project: Timeline

Demonstrated Community Need

Benefits to the Community

History, Ability to Implement Project  
and Financial Considerations

**Total**

24\_09



2024

Weight	Score 0-5	Total
10	DQ	
10	DQ	
25	DQ	
35	DQ	
20	DQ	
100		DQ



**Applicant**

**Project Name**

**Committee Member**

Evaluation Criteria
Quality of Proposed Project: Budget
Quality of Proposed Project: Timeline
Demonstrated Community Need
Benefits to the Community
History, Ability to Implement Project and Financial Considerations
Total

24\_xx



2024

Weight	Score 0-5	Total
10		0
10		0
25		0
35		0
20		0
100		0

## Art Advisory Committee



	Non-responsive	Unsatisfactory
	0	
Quality of proposed project: Budget	No budget provided	Makes attempt to provide a budget
Quality of proposed project: Timeline	No timeline provided	Project not thought out, lacking detailed timeline
Demonstrated Community Need	Does not address community need	Makes attempt to describe community need
Benefits to the Community	Does not address benefits to the community	Makes attempt to describe benefits to the community
The Organization's History & Ability to implement Project & Financial Considerations	No history, evidence of ability to implement projects, or financial considerations provided	Makes attempt to give evidence of organizational history, and implement financial considerations

Unsatisfactory	Basic	Developing	Superior
1	2	3	4
Attempt to budget	Provided, but unclear on what the money would be used for	Budget provided with more than basic detail	Greater details provided, but lack of supporting data or information
Not well out or details in	Some details provided; better project timeline needed	Timeline provided with more than basic detail	Well-constructed outline of events and project details
Attempt to community need	Community need described in basic detail	Community need described with more than basic detail	Community needs details provided, but lacks supporting data or information
Attempt to benefits to community	Community benefits described in basic detail	Community benefits described with more than basic detail	Community benefits provided but lacks specific data & tangible evidence
Attempt to evidence of the organization's ability to implement projects & financial considerations	Basic supporting evidence of organization's history, ability to implement projects & financial considerations provided	Evidence of organization's ability to implement projects, history & financial considerations provided with more than basic detail	Evidence of organization's ability to implement projects, history & financial considerations provided but lacks detailed supporting data or information

ur 1

Exemplary	
5	
Invoices, or bids provided for work with detailed cost estimates	
Provides supporting data, or timelines to show project is clearly defined	
Addresses current need of community with supporting details, data & information	
Addresses community benefits with tangible evidence & specific user groups, etc.	
Detailed supporting data or information is provided that gives clear evidence of organization's ability to implement projects, history & financial considerations	

<b>Applicant</b>	<b>Location</b>	<b>Amount Requested</b>
Arts Around the Square	Att the Ideal theatre-Heber	\$17,000.00
Cultural Fire Events (POW-WOW)	Rivers Edge-County	\$12,500.00
Commerative Air Force Wing	Airport-Heber	\$5,000.00
Heber Valley Childrens Choir	HVRR, Midway Town Hall, Meorial Hill	\$5,000.00
Timpanogas Valley Theatre (TVT)	TVT -Heber	\$6,000.00
Utah Wildlife Federation	Avon Theatre-Mural projecy	\$22,500.00
Wasatch Camerta Singers	Midway-will find Heber locations if necessary	\$3,500.00
Wasatch Community Foundation	Canopy for traveling trailer-	\$6,035.00
Wasatch County Arts	County wide	\$18,000.00
	<b>TOTAL AMOUNT REQUESTED</b>	<b>\$95,535.00</b>
	<b>TOTAL AMOUNT AWARDED</b>	
	<b>AMOUNT OF GRANT AVAILABLE</b>	<b>\$44,000.00</b>
	<b>AMOUNT OF GRANT REMAINING</b>	



Amount Awarded
\$8,800
\$0.00
\$5,000.00
\$5,000.00
\$6,000.00
\$8,800.00
\$3,500.00
\$6,035.00
\$0.00
<b>\$43,135</b>
<b>\$44,000.00</b>
<b>\$865.00</b>



Heber City Corporation  
75 N Main St, Heber City UT 84032  
Recreation, Arts, and Park Tax Grant Program

**Grant Agreement Terms and Conditions**

Grantee: \_\_\_\_\_

Proposed Dates of projects: \_\_\_\_\_

This Agreement, set on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, is between Heber City Corporation, (sometimes aka Grantor) and \_\_\_\_\_ (Grantee).

Grantee is recognized as exempt from income tax as a publicly supported charitable organization as described under the United States Internal Revenue Service (IRS) Code. The Grant may be used only for the purpose(s) stated in this agreement.

**Date of Award:**

The Date of Award is \_\_\_\_\_, as this is the date the Heber City Council awarded Grantee these funds based on the grantee's application. The Grantee was awarded \$\_\_\_\_\_.

**Stipulations:**

**Spending Deadline**

Grantee will have one year from Date of Award to expend funds. Once this agreement is signed and returned along with a W-9 from Grantee, upon verification of expenditures equal to one-half of the awarded amount, Grantee shall receive a check in approximately two weeks from Heber City Corporation.

Award money will be issued in two separate payments; the first payment as outlined above, the second payment upon completing the project or program. Once checks are issued, recipients will have 180 days to cash the check.

**Project or Program:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Reports:** All narrative and financial reports will be submitted electronically to Suzanne Hansen, email [shansen@heberut.gov](mailto:shansen@heberut.gov).

**Unexpended funds:**

Funds not expended within the year will be forfeited and returned to Heber City Corporation within 14 days unless Grantee receive an extension in writing from Heber City personnel.

Any notices, including public statements, reports, and other print and online publications should be cleared by the Public Information Officer. Grantee does not serve as a spokesperson for Heber City Corporation in the media. Please contact the Public Information Officer for and electronic logo file.

**Replacement of personnel:**

Grantee agrees to provide Heber City Corporation with written notification of any changes to the personnel and /or contact information regarding this grant.

**Subcontractors:**

Grantee agrees to carry out all work associated with this grant. Heber City Corporation employees, staff, agents or subcontractors are not permitted to work on any projects.

**Compliance with the Laws:**

Grantee agrees that it and any agents shall comply with all applicable federal, state and local laws, regulations, and rules and, upon request, shall provide Heber City Corporation with documentation of such compliance.

**Grantee Status:**

Grantee represents that it is tax-exempt under federal law.

**Evaluation:**

All activities conducted hereunder are subject to Heber City Corporation's review and acceptance to confirm that funds are being spent in accordance with this Agreement and applicable Sections of the United States Internal Revenue Code. At its own expense, Heber City Corporation may monitor and conduct evaluations of operations under this Agreement.

**Grantee's Records:**

Grantee will keep systematic records of all expenditures relating to this Grant for two years. Heber City Corporation may, at its own expense, examine or audit Grantee's records related to activities supported by this Grant.

**Independent Parties:**

Grantee and its employees, agents, and representatives are independent parties and are not Heber City Employees or agents.

**Indemnification:**

Grantee shall indemnify, defend, and hold harmless Heber City Corporation and its officers, directors, employees, agents, affiliates, and contractors from and against any and all claims, liabilities, damages, losses, expenses, demands, lawsuits, and judgements, including without limitation reasonable attorneys' fees and costs, arising from or relating to;

(a) Grantees performance of this Agreement or breach thereof or

(b) The intentional misconduct or negligent acts or omissions of Grantee and its employees, agents, contractors, or consultants in connection with the performance of its obligations under this Agreement. This provision shall survive the termination of this Agreement.

**Governing Law:**

The law for the State of Utah will have exclusive jurisdiction over any and all disputes arising out of, or in any way related to, this Agreement, and Grantee shall submit to the personal jurisdiction of those courts.

**Termination and Postponement:**

(a) Heber City Corporation may, in its sole discretion, terminate, postpone, or cancel any or all grant payments if:

- Grantee substantially fails to perform any of its duties required by the terms of this Agreement; or

- Grantee has a substantial unexpended balance of funds on hand.

(b) Grantee agrees to give immediate written notice to Heber City Corporation, and upon demand, repay portions of the Grant funds paid by Heber City Corporation that are within the Grantees control.

(c) Heber City Corporation may terminate this Agreement immediately, including all unpaid amounts, if the Grantee ceases to be exempt from federal income tax for any reason or Grantee violates any applicable laws.

**Grantee's Authority:**

Grantee represents and warrants that

(a) It has the corporate, statutory, or other power and authority to enter into this Agreement and to perform its obligations hereunder;

(b) The person who executes this Agreement on its behalf, has the necessary authority to bind, Grantee: and

(c) Neither the execution and delivery of this Agreement nor the performance of its obligations hereunder will constitute a violation of, a default under, or conflict with any term of any governance documents or other agreements to which it is bound.

**NOTIFICATION**

All notifications shall be sent to:

Heber City Corporation

Attn: Trina Cooke, City Recorder  
75 N Main St  
Heber City, UT 84032

In Witness Hereof, the parties sign and cause this grant Agreement to be executed on  
this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

GRANTEE:

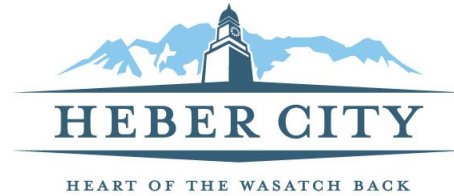
HEBER CITY CORPORATION  
City Manager

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Authorized Agent for Grantee

# City Council Staff Report



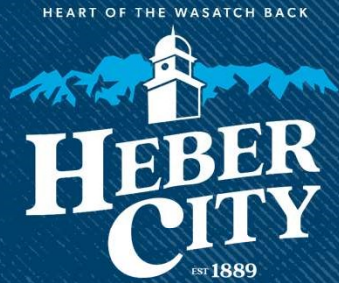
**MEETING DATE:** 4/16/2024  
**SUBJECT:** Art's Advisory Committee  
Recommendations to  
Council for use of portions  
of the TAP Tax.  
**RESPONSIBLE:** J. Mark Smedley  
**DEPARTMENT:** Administration  
**STRATEGIC RELEVANCE:** Community & Economic  
Development/ Council  
Policy Priority

## TAP Arts Advisory Committee

### 2024 Recommendations

Heber City Air Museum	Requested	\$ 5,000.00	Recommended	\$ 5,000.00
Heber Valley Children's Choir	Requested	\$ 5,000.00	Recommended	\$ 4,000.00
Art Around the Square	Requested	\$ 18,000.00	Recommended	\$ 8,800.00
Timpanogos Valley Theater (TVT)	Requested	\$ 6,000.00	Recommended	\$ 6,000.00
Utah Wildlife Federation;	Requested	\$ 22,500.00	Recommended	\$ 8,800.00
Wasatch Camerata Chamber Singers	Requested	\$ 3,500.00	Recommended	\$ 3,500.00
M&M Band	Requested	\$ 6,035.00	Recommended	\$ 6,035.00





# TAP Arts Advisory Committee Report

April 16, 2024

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# Summary



- Committee membership / 2024 Work Process / Eligibility
- Scoring Rubric
- 2024 Applications / Final Scores
- Funds Requested / Funds Recommendation
- Committee Process Recommendations for 2025

*upporting and promoting recreational, cultural, arts and parks facilities and programs to benefit the eber alley ommunity.*



# TAP Arts Advisory Committee



**Crista Bazoian**  
2024-27 Secretary

**Jessica Christensen**  
2024-26 Member

**Phil Jordan**  
2024-26 Co-chair

**Missy Maughan**  
2024-27 Member

**Farah Sanders**  
2024-27 Co-chair



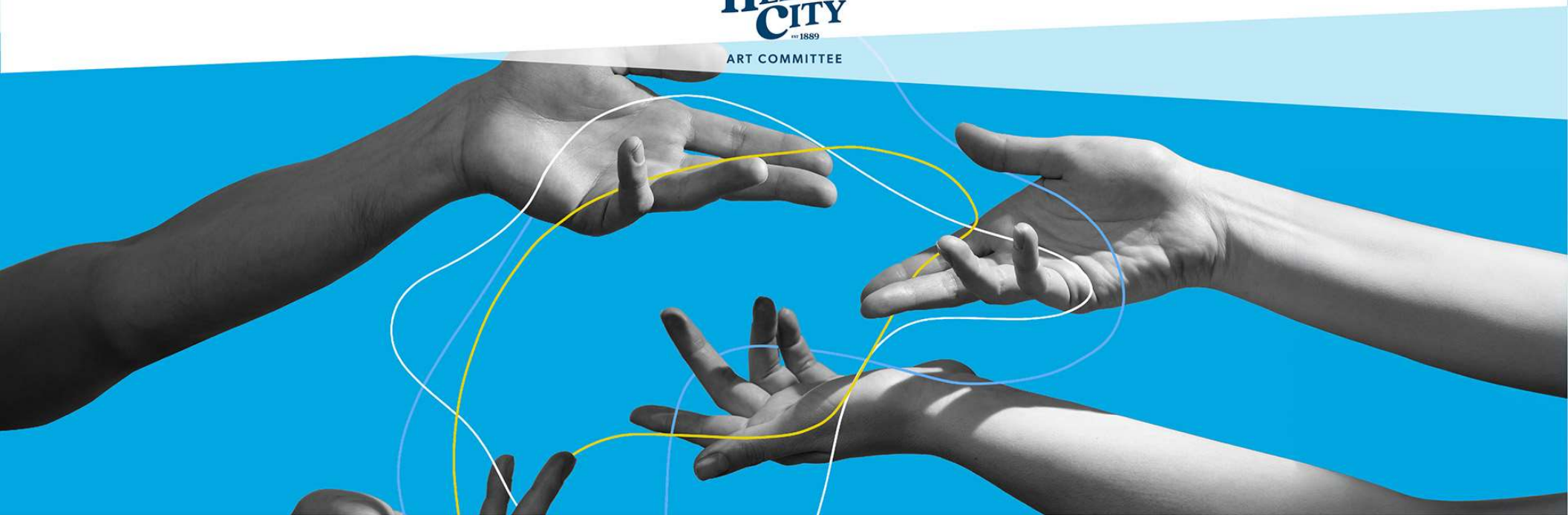


# 2024 Process Timeline

January 11	Online Application OPEN
February 1	<a href="#">Public Workshop for this application process</a>
March 11	Online Application CLOSE
March 12	TAP Arts Advisory Committee / City Staff Review START
April 24	Review ENDS / Committee Funding Recommendation SUBMISSION to City Council
May	City Council Review / Year 1 Award from 2023 TAP Funds / All applications notified of funding decisions
June	City Council Adoption of 2025 City Budget including allocation for Year 2 TAP Funds awarded in May, 2025







# Learn How to Apply for TAP TAX Art Grant Money

Thursday February 1, 4:30-5:30 pm



COMMUNITY DEVELOPMENT

# Eligibility 2024



- Applicants are required to have a 501(c)(3) non-profit Federal and/or Utah State tax-exempt status to qualify for a grant. If an applicant (such as an individual artist) does not have such status, they are then recommended to partner with an organization that does.
- **Separate Granting Organizations were determined to be ineligible.**
- The location of the project takes place within Heber City limits
- Projects must be completed within a period of up to 2 years of the date of funding.
- Capital projects must be completed within 2 years of the





# Eligibility 2024



- Projects must be matched by at least 25% funding.
- Grant awards will be distributed in two payments, 50% at the time of award and 50% at project completion and final reporting.
- All granted funds distributed to Tap Tax grantees shall be in the form of reimbursement of their qualified costs and expenditures associated with their project.
- Projects are required to announce and display that funding was provided by the Heber City TAP Tax Program.



# Art Advisory Committee - TAP TAX Art Grant Application Rubric

March, 2024 – Year  
1



	<b>Non-responsive 0</b>	<b>Unsatisfactory 1</b>	<b>Basic 2</b>	<b>Developing 3</b>	<b>Superior 4</b>	<b>Exemplary 5</b>
<b>Quality of proposed project: Budget</b>	No budget provided	Makes attempt to provide a budget	Provided, but unclear on what the money would be used for	Budget provided with more than basic detail	Greater details provided, but lack of supporting data or information	Invoices, or bids provided for work with detailed cost estimates
<b>Quality of proposed project: Timeline</b>	No timeline provided	Project not well thought out or lacking details in timeline	Some details provided; better project timeline needed	Timeline provided with more than basic detail	Well-constructed outline of events and project details	Provides supporting data, or timelines to show project is clearly defined
<b>Demonstrated Community Need</b>	Does not address community need	Makes attempt to describe community need	Community need described in basic detail	Community need described with more than basic detail	Community needs details provided, but lacks supporting data or information	Addresses current need of community with supporting details, data & information
<b>Benefits to the Community</b>	Does not address benefits to the community	Makes attempt to describe benefits to the community	Community benefits described in basic detail	Community benefits described with more than basic detail	Community benefits provided but lacks specific data & tangible evidence	Addresses community benefits with tangible evidence & specific user groups, etc.
<b>The Organization's History &amp; Ability to implement Project &amp; Financial Considerations</b>	No history, evidence of ability to implement projects, or financial considerations provided	Makes attempt to give evidence of the organization's history, ability to implement projects & financial considerations	Basic supporting evidence of organizations history, ability to implement projects & financial considerations provided	Evidence of organization's ability to implement projects, history & financial considerations provided with more than basic detail	Evidence of organization's ability to implement projects, history & financial considerations provided but lacks detailed supporting data or information	Detailed supporting data or information is provided that gives clear evidence of organization's ability to implement projects, history & financial considerations



2024

Roll-up Scores

Application #		CM #1	CM #2	CM #3	CM #4	CM #5	Total	Request	Eligible	Match %	Recc Award
24_01	Cultural Fire Events						Ineligible	\$ -	\$ -	0%	\$ -
24_02	Heber City Air Museum	305	345	265	235	375	1525	\$ 5,000.00			\$ 5,000.00
24_03	Heber Valley Childrens Choir	290	395	325	360	395	1765	\$ 5,000.00	\$ 4,000.00		\$ 4,000.00
24_04	Art Around The Square	340	450	420	360	410	1980	\$ 18,000.00			\$ 8,800.00
24_05	Timpanogos Valley Theater (TVT)	370	380	370	285	405	1810	\$ 6,000.00			\$ 6,000.00
24_06	Utah Wildlife Federation	360	450	430	245	445	1930	\$ 22,500.00			\$ 8,800.00
24_07	Wasatch Camerata Chamber Singers	310	360	320	320	370	1680	\$ 3,500.00			\$ 3,500.00
24_08	M&M Band	270	350	420	290	340	1670	\$ 6,035.00			\$ 6,035.00
3/15/24 24_09	Wasatch County Arts Council						Ineligible				

# TAP Arts Committee Process Recommendations 2025



- Delete 501(c)3 Non-profit Status Requirement
  - Remove 20% Project Funding Cap Per Project
  - Consider Separate Granting Organization
- Funding Agreements



# Discussion





# Heber City Council Staff Report

**MEETING DATE:** 4/16/2024  
**SUBJECT:** Ordinance 2024-09 School House Academy Development Agreement  
**RESPONSIBLE:** Jamie Baron  
**DEPARTMENT:** Planning  
**STRATEGIC RELEVANCE:** Community and Economic Development

---

## SUMMARY

School House Academy is seeking to place a Commercial Day care at approximately 700 S School House Way. Commercial Day Cares are currently not allowed in the residential zones. The proposed is a development agreement to permit a Commercial Day Care on the identified property.

## RECOMMENDATION

The Planning Commission is recommending approval of Ord. 2024-09, as proposed.

---

## BACKGROUND

School House Academy is seeking to place a Commercial Day care at approximately 700 S School House Way. The property is located in the R-1 zone and is 1.71 acres in size. Only in home day cares are currently permitted, which limit the number of kids. The Council is supportive of making day cares more accessible to the community.

## DISCUSSION

The proposed is to allow a Commercial Day Care on the property with the same conditions as the private school in residential zones.

### 18.68.230 Private Schools In Residential Zones

Private schools in residential zones shall be reviewed by the Community Development Director and approved if the application meets the following standards.

- A. Building and Health Codes. The site shall comply with applicable health, building and fire codes.
  - B. Licenses. The private school shall obtain applicable state and local business licenses.
-



- C. Site size. The site shall contain at least 1 acre.
- D. Street Access. The site shall front upon and directly access a Collector or Major Collector Street.
- E. Parking. See Parking Chapter 18.72.
- F. Building setbacks. Building setbacks shall meet the requirements of the underlying zone.
- G. Height. Building height shall not exceed 30' above grade.
- H. Loading and unloading. 1 off-street loading/unloading space for every 20 people, or portion thereof enrolled. Loading space requirement may be eliminated if there is a circular drive-way.
- I. Lot Coverage. No more than 30 percent of the lot shall be covered by buildings.
- J. Common Areas. The site shall provide landscaped outdoor common area for use by students, covering a minimum of 20% of the site.
- K. Screening and Fencing. Evergreen trees and shrubbery shall be planted along property lines shared with adjoining residential subdivisions.

## FISCAL IMPACT

N/A

## CONCLUSION

School House Academy is seeking the approval of a development agreement to permit a Commercial Day Care at approximately 700 S School House Way. The Planning Commission forwarded a positive recommendation. Staff is recommending approval with the following findings and conditions:

### Findings

1. The Planning Commission held a public hearing on March 26, 2024.
2. The Planning Commission forwarded a positive recommendation on March 26, 2024.
3. The proposed agreement is consistent with the General Plan.

### Conditions

1. Development shall be consistent with 18.68.230.
2. Any additional conditions as outlined by the City Council.

## ALTERNATIVES

1. Approval
2. Continue
3. Denial

---

## POTENTIAL MOTIONS

## Staff Recommended Option - Approval

I move to **approve** Ordinance 2024-09, School House Academy Development Agreement, with the findings and conditions outlined in the conclusion of the staff report.

---

## ACCOUNTABILITY

**Department:** Planning  
**Staff member:** Jamie Baron, Planning Manager

---

## EXHIBITS

1. 02.20.24 SHA Presentation to Heber City Councilpptx (UPDATED)
2. Ord 2024-09 School House Academy
3. School House Academy Development Agreement - 4855-4096-5558 - 1



# SCHOOL HOUSE ACADEMY

A SAFE PLACE FOR CHILDREN  
TO LEARN & GROW

# Our Why



## Mission Statement:

*Child care and resources to support all learners and promote physical, social/emotional, language, literacy, and academic/pre-academic skills for all children through evidence-based, developmentally-appropriate practices while also providing a safe environment that families can rely on.*

# Why childcare?

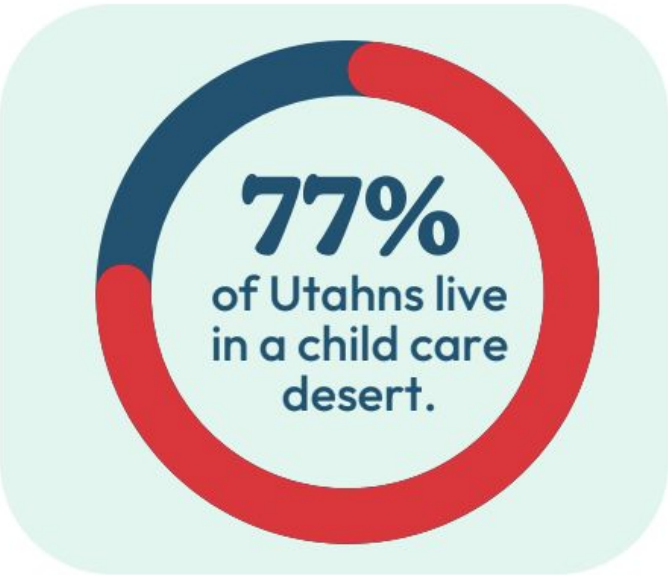
There is an increasing need for reliable, structured childcare in the Wasatch County area.

- 6.3%\* of Wasatch County's population includes children under the age of five years old.
- This means more than 2200 children are not quite old enough to attend public school but may need a place to go while their parents work.
- Wasatch County currently only has only three licensed child care centers for ages 6 weeks to 6 years. When last contacted, their waitlists were more than a year out.
- Almost 30%\* of the Wasatch County population is under the age of 18. Currently, the Boys and Girls Club of Heber Valley is the only after school care for school-aged children.

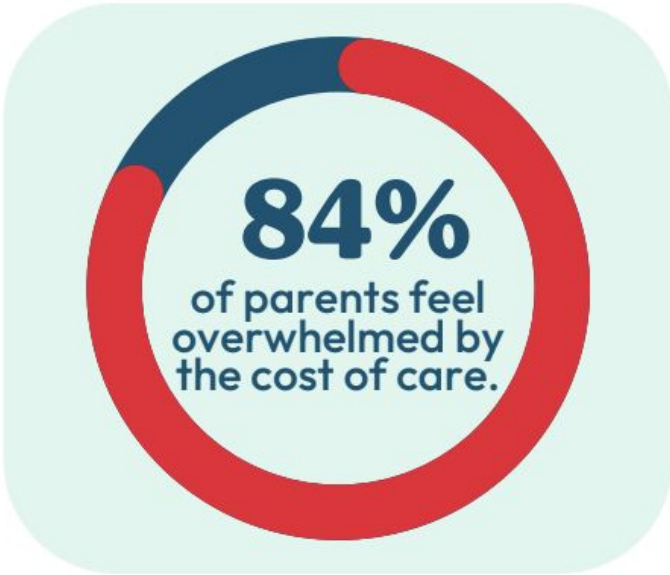


Wasatch County has been identified by the state of Utah as a high-need area for childcare support.

In our large and growing community, we are not meeting the needs of local families and their children, which results in a smaller workforce, compromised child care situations (siblings, etc.)

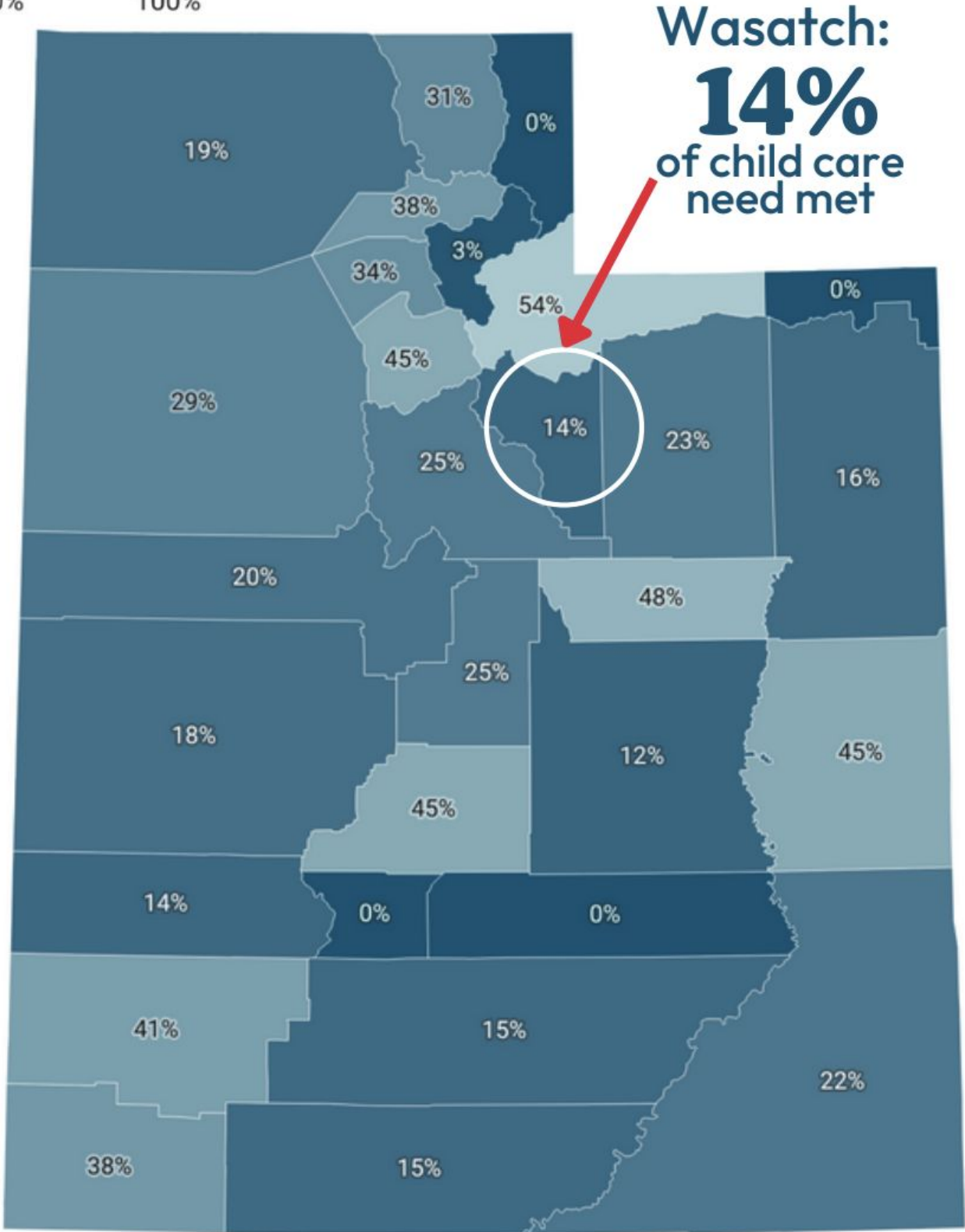


Utah's  
economy loses  
**\$1.36 Billion**  
each year due to  
lack of child care  
access.



## Child Care Need Fulfilled by Licensed Child Care

Percentage of licensed child care slots divided by the number of kids under 6 with all available parents in the workforce



Source: Number of children under 6 with all available parents in the workforce by age group and county provided by the ACS 2021 5-year estimates Table B23008. Licensed child care data provided by the Utah Office of Child Care as of August 2023 and tabulated by Voices for Utah Children. • Created with Datawrapper



Read the full report at [bit.ly/utahchildcareaccess](https://bit.ly/utahchildcareaccess)



# Who We Are

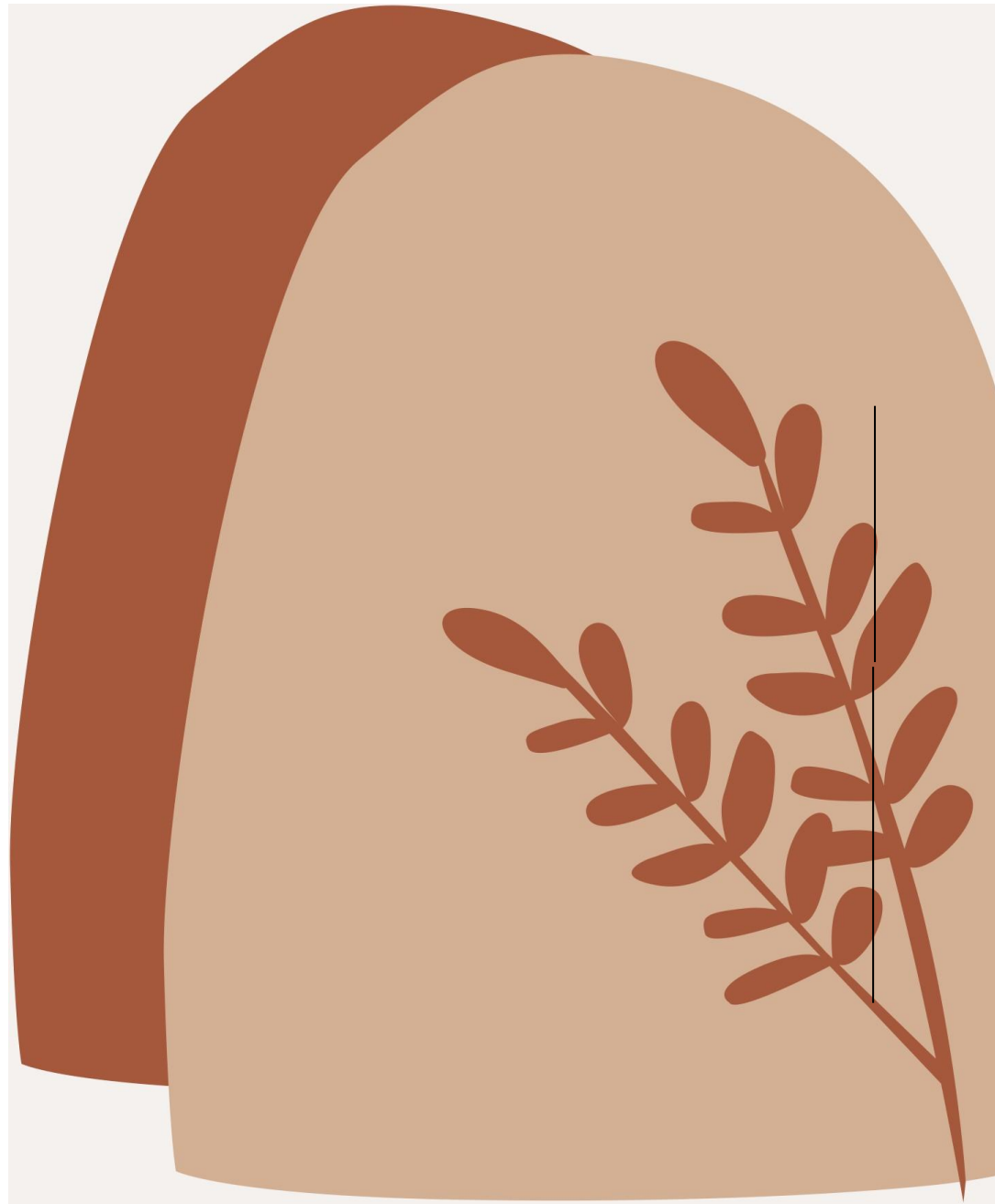
**School House Academy Foundation** a 501(c)3 non-profit

A team of certified, licensed, and passionate professionals seeking to improve the Wasatch County community and workforce through quality childcare and child development services, for youth ages 0-18 and their families.

- Executive Director: Piper Riddle
- Director of Programs: McKay Riddle Johnson
- Development Specialist: Russ Watts
- Financial Advisor: Aaron Johnson
- Facilities Manager: Rod Riddle
- Real Estate Advisor: Dave Johnson



# What We Do



- Childcare (6 weeks-5 yrs)
- Preschool (3-5 yrs)
- Afterschool programs (5-18 yrs)
- Social & emotional development
- Speech & language development
- Academic support
- Invite in wrap-around services
  - Mental Health Services
  - Food Pantry
  - Health Services
  - Vision Services
  - Dental Services
  - Etc.

# School House Academy

in

## Proposed Partnership with

- Utah Workforce Services
- Wasatch County School District (employer partner through Workforce Services)
- Heber Valley Chamber of Commerce
- Intermountain Healthcare
- Wasatch Community Foundation
- PEAK (Parents Empowering Abled Kids)
- Heber City, Midway City, Wasatch County
- Park City Christian Center
- People's Health Clinic
- Wasatch Behavioral Health
- Park City Community Foundation: Early Childhood Alliance

# Other uses and partnerships for our facility

Our goal is to house services that will benefit all aspects of a child's life



Preschool & Child Development resources



Community Ed Classes, Wasatch Wellness Events, PEAK events



Speech & Language Therapy



Occupational & Physical Therapy



Academic Supports & Tutoring Services



Mental Health Resources & Services



Community Food Pantry, Health Services (vision, dental, etc.)



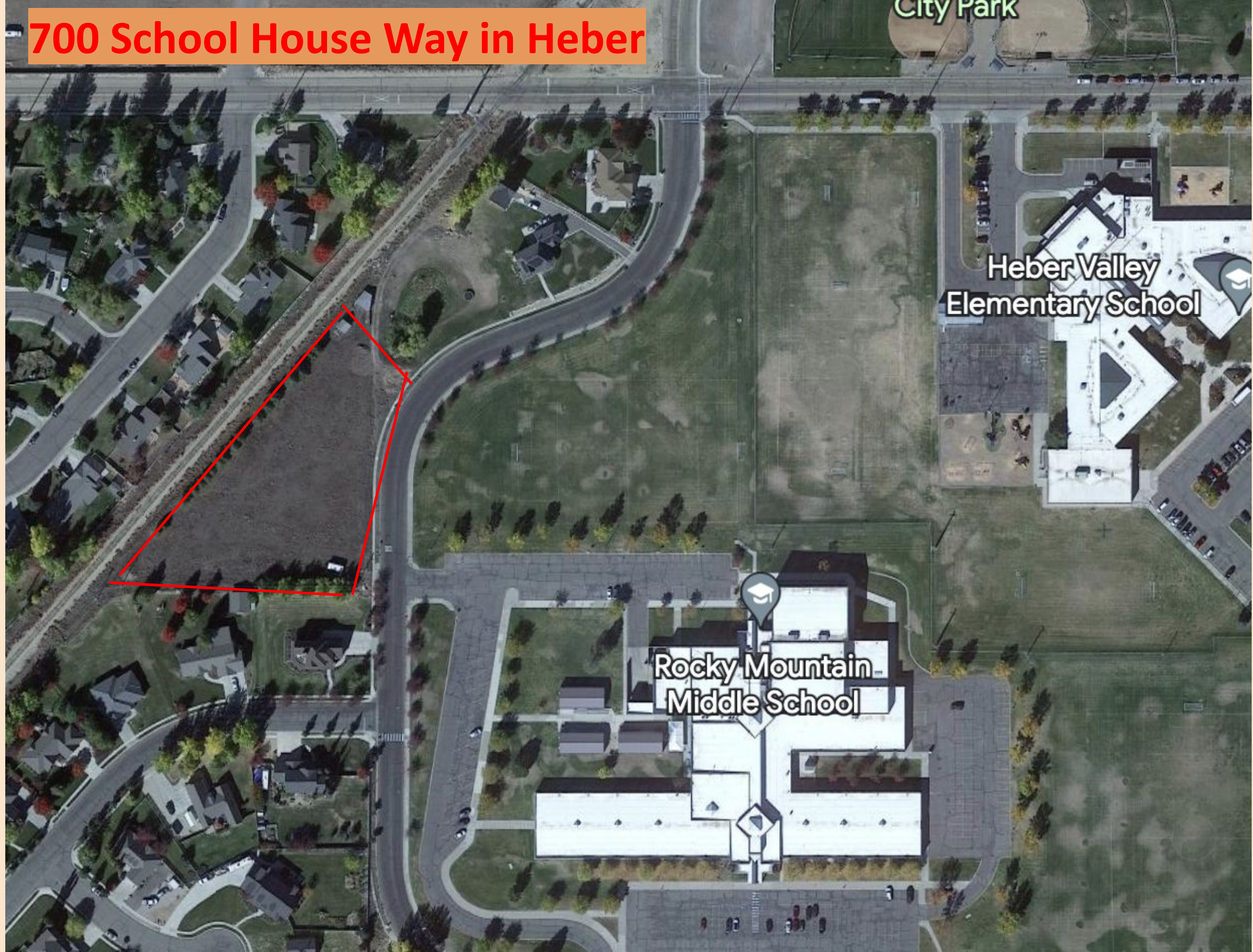
# 700 School House Way in Heber

## 2 acres



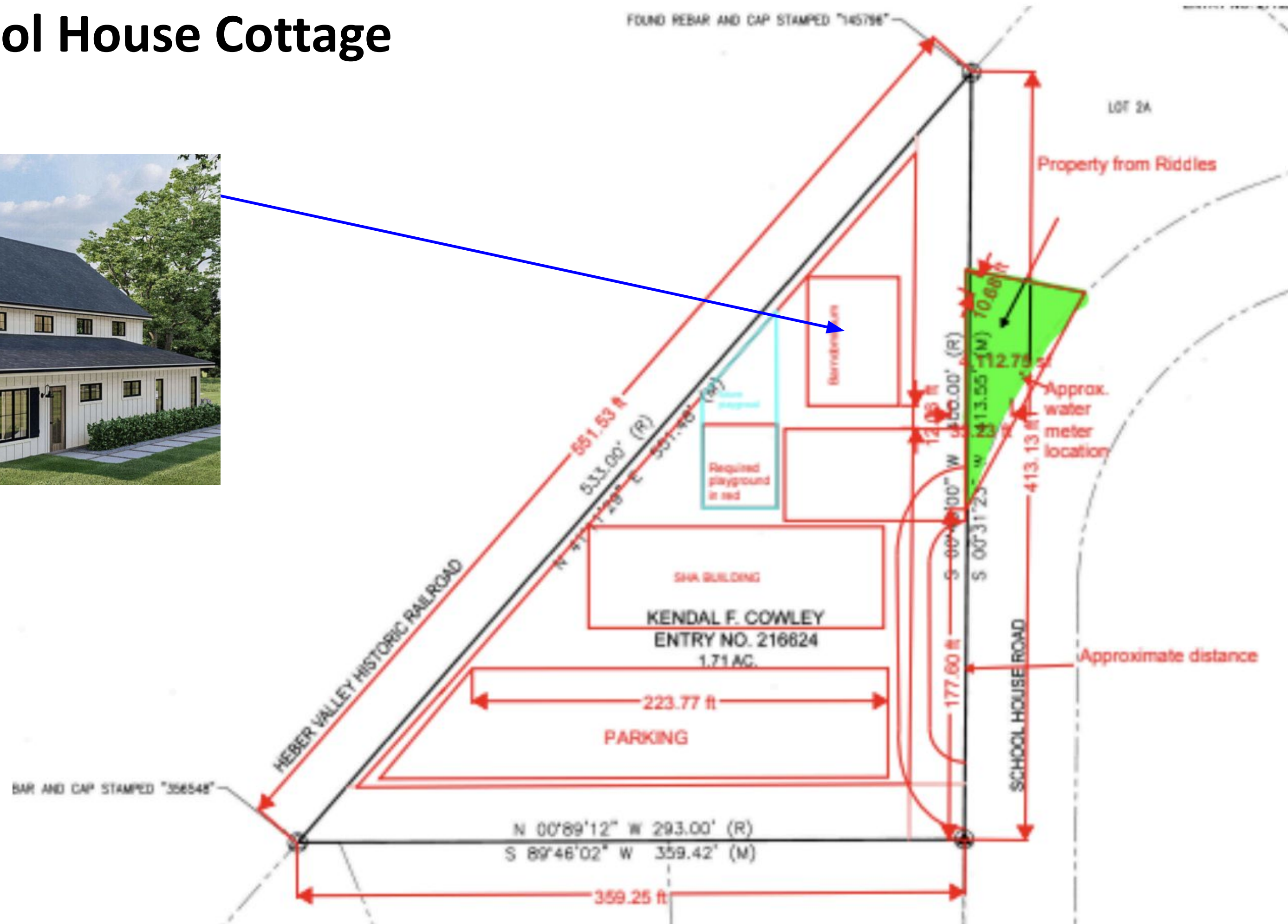


# 700 School House Way in Heber





# Phase 1: School House Cottage





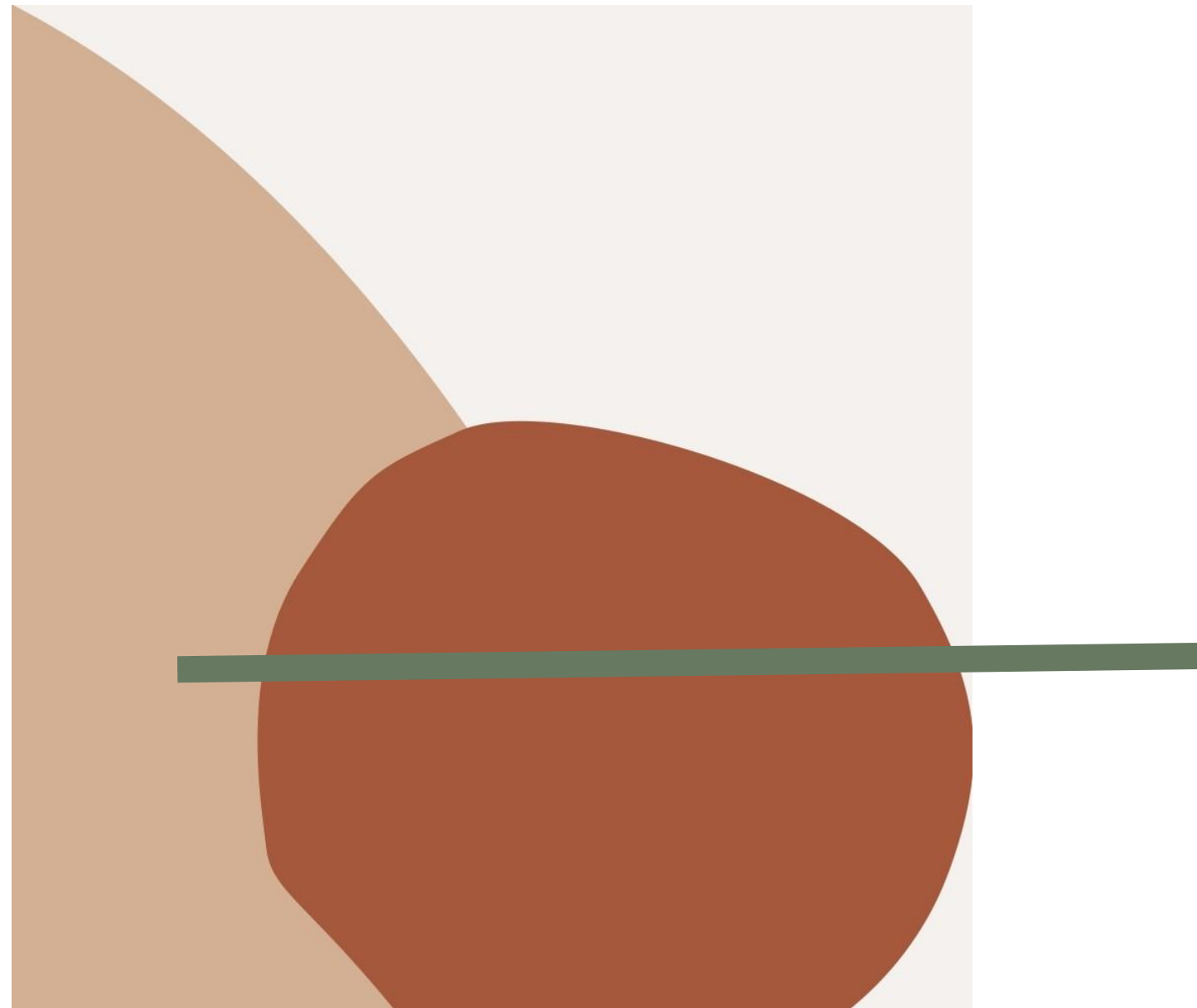
## A colorful illustration of a red schoolhouse with a dark grey roof. A bell tower with a yellow bell sits atop the roof. To the left, a tall yellow flagpole holds an American flag. The schoolhouse has a central blue double door with yellow knobs and four windows with white frames. A sign above the door reads "SCHOOLHOUSE ACADEMY" and "A Safe Place to Learn &amp; Grow". The building is surrounded by green bushes, a grey path, and a green lawn with yellow flowers. In the background, there are blue hills and a purple sky. A small white dog is visible in the bottom right corner.



# Project Timeline



- Design & Engineering: 2-3 months
- City Approvals: 5-6 months
- Funding/Budgeting Approvals: 3-4 months
- City Permitting Process: 1-2 months
- Phase 1 School House Cottage in place for Childcare startup by Fall 2024
- Start Construction for Phase 2: June 2025
- Open for full facility: by Fall 2026

# What We Need



- Phase 1, while self-funded, would benefit from assistance with development agreement, expedited permitting process, and possible assistance with impact fees
- Phase 2 capital funding through partnerships, grants, and donations.

# Project Parameters

	Total Project Costs	\$6.5 million
	Land Purchase (SHA-funded)	\$530,000
	Phase 1 (SHA-funded)	\$400,000
	Phase 2	\$5 million
	SHA Employer Childcare Startup Grant	\$550,000
	WCSD Employer Partnership	\$250,000

QUESTIONS?



**"Help one child, help generations to come."**

- Lila Bjorklund



# Stay in Touch

School House Academy

700 School House Way

Heber City, UT 84032

Call/Text: **435-610-1838**

Email: [schoolhouseway@gmail.com](mailto:schoolhouseway@gmail.com)

Website: <https://www.schoolhouseway.org/>

Follow us!

Instagram: [@SchoolHouseAcademy.Heber](https://www.instagram.com/SchoolHouseAcademy.Heber)

Facebook: [School House Academy - Heber City, Utah](https://www.facebook.com/SchoolHouseAcademy-Heber-City-Utah)



# Target populations

Who we serve



Wasatch County area



Working  
families



Educators and other  
Essential Workers



Highly impacted  
families



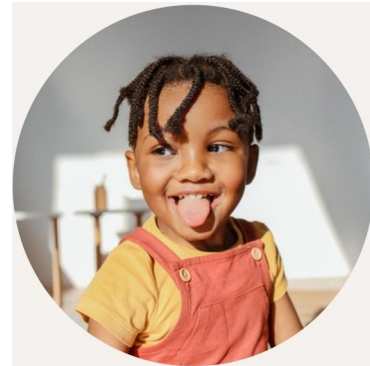
Families with flexible and/or  
unusual schedule needs for  
childcare (drop-in services)

# Youth Populations Served



## Infant Care

For children ages 6 weeks up to 2 years



## Toddler Care

For children ages 2 years up to 4 years



## Preschool Care

For children ages 4 years up to 6 years



## Elementary Care

For children ages 5 years up to 12 years



## Adolescent Activities

For youth ages 12 up to 18 years

# Adolescent Activities

- There is a lack of safe, fun spaces for middle school students, high school students, including those with special needs
  - Wasatch County Rec Center requires youth under 16 to be accompanied by an adult
  - Attempts to expand Boys & Girls Club to the secondary level has been challenged with finding host sites, leaving hundreds of thousands of grant dollars unused each year for after school Clubs, activities, staffing, supplies, snacks, etc.
- **Adolescent activities will include physical activities, STEM, gaming, arts, homework help, skill-learning, mentors, snacks, mental health supports, etc.** The goal is to provide a space specific to teens, with supervision, purpose, and FUN.



# Childcare Programming

Flexible to fit each family's unique needs



## Partial-Day program

Childcare provided for 4 hours or less per day on a consistent schedule

## Full-Day Program

Childcare provided for 4.5 hours or more per day on a consistent schedule

## Before- and After-School Program

Childcare and activities provided for school-aged children, K-12

## Drop-In Program

Childcare provided on an as-needed basis with an hourly rate per child, per age of child



# Rates

**Rates are competitive and scholarships are available.**

- Tuition will be at a fixed rate.
- Scholarships available
- Biannual fundraising events will provide scholarship opportunities







PROJECT STATUS:  
PERMIT  
ISSUE DATE:  
Issue Date

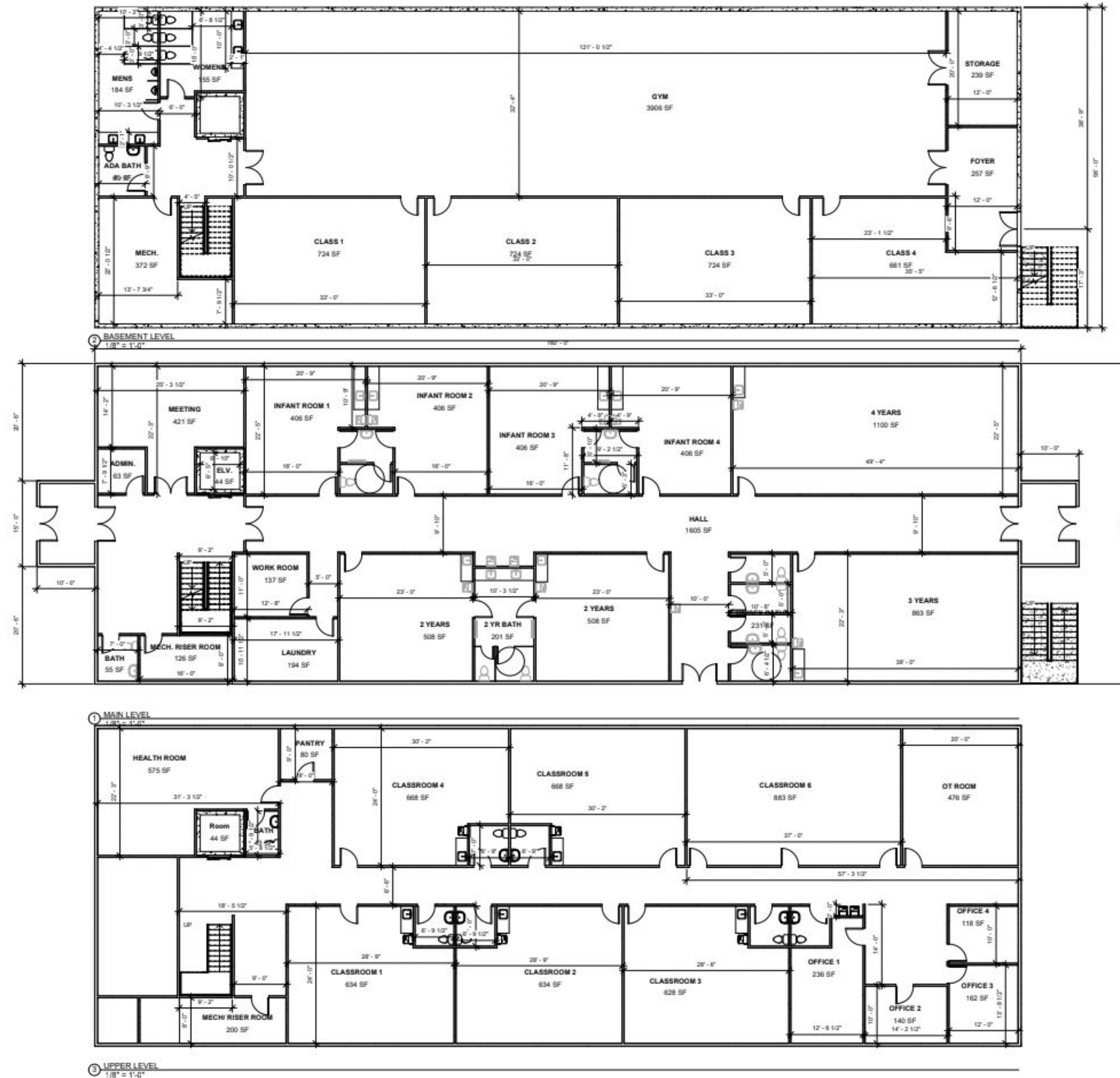
CLIENT NAME:  
**SCHOOL HOUSE  
ACADEMY**  
PROPERTY ADDRESS

PROJECT NUMBER: 22-08-12  
DRAWN BY: BDP  
APPROVED BY: CLIENT

SCALE  
1/8" = 1'-0"  
0" 1"  
Not drawn to scale. All dimensions are approximate. All dimensions are subject to change without notice.

SCHOOL

A1.0



**ORDINANCE NO. 2024-09**

**AN ORDINANCE ADOPTING THE SCHOOL HOUSE ACADEMY DEVELOPMENT AGREEMENT.**

WHEREAS, the City Council of Heber City finds that it is in the public interest to permit commercial day cares closer to residential areas to increase accessibility to child care to residents.

WHEREAS, the City Council of Heber City finds that the proposed development agreement is consistent with the Heber City Envision 2050 General Plan.

BE IT ORDAINED by the City Council of Heber City, Utah, the development agreement described in Exhibit A, is hereby adopted.

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

	AYE	NAY	ABSENT	ABSTAIN
Sid Ostergaard	_____	_____	_____	_____
Michael Johnston	_____	_____	_____	_____
Aaron Cheatwood	_____	_____	_____	_____
Scott Phillips	_____	_____	_____	_____
Yvonne Barney	_____	_____	_____	_____

APPROVED:

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

ATTEST:

\_\_\_\_\_  
RECORDER

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

## **EXHIBIT A**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Heber City  
c/o City Recorder  
75 North Main Street  
Heber City, Utah 84032

**Parcel No. 00-0009-0824**

## **DEVELOPMENT AGREEMENT**

School House Academy

This Development Agreement (this “Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”), by and between Heber City (the “City”) and 700 SHA, LLC (the “Petitioner”).

### **RECITALS**

WHEREAS, Petitioner has submitted a petition to enter into a development agreement to address uses, and development standards for the property located at 700 S School House Way, which property is more specifically identified on Exhibit 1 (the “Property”); and

WHEREAS, the City finds that the provisions of this Agreement are consistent with the General Plan; and

WHEREAS, this Agreement identifies specific requirements and restrictions associated with the development of the property.

**NOW, THEREFORE**, the Parties hereby agree as follows:

1. Permitted Uses

- a. In addition to the permitted uses of the underlying zoning, the following use is permitted.
  - i. Commercial Day Care Center
  - ii. After School Program and Education Center, as currently proposed.

2. Development Standards

- a. In addition to all other standards required by Heber City Code, the property shall follow all development standards outlined in Heber City Code Section 18.68.230 as currently written (Exhibit 2).
  - i. For clarification, playgrounds are counted toward the outdoor common area in this section.
- b. Phases. The project may be phased and all phases are under this agreement.

3. Utilities. In conjunction with the development of the Property, Petitioner shall construct all

utilities required for a development of this type according to Heber City codes and policies in place at the time of application. Petitioner acknowledges that all storm water must be treated and retained on site in accordance with Heber City's Storm Water Design Manual.

4. Improvements. Petitioner shall be responsible for the following improvements:
  - a. Repair or replace any damaged hardscape improvements along the property frontage in accordance with the Heber City Standard Drawings and Specifications.
  - b. All required improvements to the public right of way that is required for the development of the property.
5. Bonding for Improvements. Petitioner acknowledges that City may require a bond in the form approved by the City to guarantee completion of any public utilities, improvements or infrastructure prior to City issuing a building permit.
6. Concept Plan. The Concept Plan in Exhibit 3 is only a conceptual site plan and is subject to all Planning, Engineering, and Fire codes not expressly addressed in this Agreement.
7. Standards and Process. This Agreement does not waive any development approval processes or applicable City standards or codes unless otherwise specifically specified in this Agreement. The development of the site shall follow the applicable development, entitlement, and building processes, codes and standards of the City set forth at the time of application.
8. Underlying Zoning. At any time, the Petitioner may opt to develop the Property to the standards of the underlying zoning at the time of development application, and in doing so will forfeit any and all permitted rights under this Agreement.
9. Recording of Agreement. Upon execution, this Agreement shall be recorded with Wasatch County Recorder and shall be a covenant running with the land and shall be binding upon the Parties and their assigns and successors in interest.
10. Petitioner's Exclusive Remedy. Petitioner's sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this Agreement and City's obligations under this Agreement. IN NO EVENT SHALL HEBER CITY BE LIABLE TO PETITIONER, ITS SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.
11. City's Remedies Upon Default. City shall have the right to withhold all further reviews, approvals, licenses, building permits and other permits for development of the Property in the case of a default by Petitioner until the default has been cured. City shall further have the right to draw on any security posted or provided in connection with the Property and relating to remedying of the particular default.
12. Term. This Agreement shall expire ten (10) years from the Effective Date unless extended in writing by the parties. This Agreement shall also terminate automatically at buildout. Notwithstanding the foregoing, any obligations of the Petitioner, including any obligations for which the Petitioner has provided a bond or other form of completion assurance, shall survive termination of this Agreement. Petitioner acknowledges and agrees that upon termination of

this Agreement, any vesting of the zoning or densities in this Agreement shall terminate, and the City shall be entitled to rezone any undeveloped portion of the project.

13. Waiver of Rights Under Utah Code Section 10-9a-532. The Parties have been represented by an attorney throughout this process or have had the opportunity to consult with an attorney. Developer acknowledges that this Agreement does not restrict any of Developer's rights under clearly established state law or that Developer has been advised in writing of any such rights being restricted. As an essential term of this Agreement, Developer hereby waives any claim that any term of this Agreement is void, illegal, invalid, or unenforceable as the result of any failure on the City's part to disclose in writing any rights being restricted by this Agreement.
14. Entire Agreement. This Agreement and the attached Exhibits, contain the entire Agreement between the parties and no statements, promises or inducements made by either Party shall be binding unless modified by a written document approved by both Parties.

IN WITNESS WHEREOF, the Parties hereto have set their hands the day and year first above written.

**HEBER CITY:**

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

ATTEST:

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



**700 SHA, LLC**

By: \_\_\_\_\_

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

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

STATE OF UTAH                    )  
  : Ss.  
COUNTY OF WASATCH        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared before me the above-named authorized representative of Petitioner, who duly acknowledged to me that Petitioner is the owner in fee of the land described herein and executed the same as such.

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

# **EXHIBIT 1: LEGAL DESCRIPTION**

**Wasatch County Parcel ID:** 00-0009-0824

## **EXHIBIT 2: SECTION 18.68.230**

### **18.68.230 Private Schools In Residential Zones**

Private schools in residential zones shall be reviewed by the Community Development Director and approved if the application meets the following standards.

- A. Building and Health Codes. The site shall comply with applicable health, building and fire codes.
- B. Licenses. The private school shall obtain applicable state and local business licenses.
- C. Site size. The site shall contain at least 1 acre.
- D. Street Access. The site shall front upon and directly access a Collector or Major Collector Street.
- E. Parking. See Parking Chapter 18.72.
- F. Building setbacks. Building setbacks shall meet the requirements of the underlying zone.
- G. Height. Building height shall not exceed 30' above grade.
- H. Loading and unloading. 1 off-street loading/unloading space for every 20 people, or portion thereof enrolled. Loading space requirement may be eliminated if there is a circular drive-way.
- I. Lot Coverage. No more than 30 percent of the lot shall be covered by buildings.
- J. Common Areas. The site shall provide landscaped outdoor common area for use by students, covering a minimum of 20% of the site.
- K. Screening and Fencing. Evergreen trees and shrubbery shall be planted along property lines shared with adjoining residential subdivisions.

## **EXHIBIT 3: CONCEPT PLANS**



# Heber City Council Staff Report

**MEETING DATE:** 4/16/2024  
**SUBJECT:** Amended and Restated Sewer Connection Agreement [Dickman Legacy Ranch]  
**RESPONSIBLE:** Jeremy Cook  
**DEPARTMENT:** Administrative  
**STRATEGIC RELEVANCE:** None

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## SUMMARY

The City had a prior agreement with the Spring Creek Special Service District to allow the District to utilize the City's wastewater system to transport wastewater to the HVSSD facility for the Dickman Family Subdivision, which is located outside the City limits. The District was dissolved and four connections were transferred to the Dickman Family. The Dickman Family wishes to enter into a new agreement to recognize the four prior connections, to allow for two additional connections, and to designate connection locations. Dickman's have proposed to make a contribution to the North Fields Preservation Fund as part of the agreement.

## RECOMMENDATION

Staff recommends approval of the agreement

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## BACKGROUND

None

## DISCUSSION

None

## FISCAL IMPACT

None

## CONCLUSION

Staff recommends approval of the Agreement on the terms and conditions in the Agreement.

## 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.

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## ACCOUNTABILITY

**Department:** Administrative  
**Staff member:** Jeremy Cook, City Attorney

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## EXHIBITS

1. Dickman Sewer Agreement - 4891-4380-9206 - 1
2. Dickman Sewer Exhibit - 4893-7528-2358 - 1



# AMENDED AND RESTATED SEWER CONNECTION AGREEMENT

[Dickman Legacy Ranch]

THIS AMENDED AND RESTATED SEWER CONNECTION AGREEMENT (this “**Restated Sewer Agreement**”) is entered into as of April 1, 2024, by and between Heber City (the “**City**”), and the Dickman Legacy Ranch Infrastructure LLC, a Utah limited liability company (the “**Owner**”).

## RECITALS:

WHEREAS, on the 7<sup>th</sup> day of December 1998, the Spring Creek Special Service District (“**Spring Creek**”) entered into that certain Sewage Treatment Services Contract with Heber Valley Special Service District (“**Heber Valley SSD**”) under which Heber Valley SSD agreed to provide sewage treatment services to Spring Creek (“**Services Contract**”);

WHEREAS, on the 19<sup>th</sup> day of December 1998, the City, Spring Creek, and Heber Valley SSD entered into an agreement to allow Spring Creek to commingle its sewage with the sewage of the City, and to allow Heber Valley SSD’s treatment of sewage received from Spring Creek at the Heber Valley SSD treatment plant (“**Treatment Agreement**”);

WHEREAS, on the 29<sup>th</sup> day of March 2005, Heber City and Dickman Family subdivision (Owners) (“**Dickman Family Owners**”) entered into that certain Private Sewer Connection and Commingling Sewer Agreement (the “**Sewer Connection Agreement**”), which amended and replaced the prior Treatment Agreement and Service Contract;

WHEREAS, the City acknowledges that Glenn William Enterprises, LLC, a Utah limited liability company (“**Glenn Williams Enterprises**”), is the successor and assignee to Dickman Family Owners as to the rights and obligations under Sewer Connection Agreement;

WHEREAS, Glenn William Enterprises subsequently assigned its right, title, and interest in the Sewer Connection Agreement to Owner pursuant to that certain Sewer Connection Agreement Assignment and Assumption Agreement, dated the 26<sup>th</sup> of October 2022;

WHEREAS, Owner and City desire to amend and replace the Sewer Connection Agreement to allow two (2) additional single family residences to connect to the City Sewer Main Trunk Line (“**City Trunk Line**”) located along Highway 113 (also known as “**Midway Lane**”), making a total of six (6) connections approved for the Owner under this Restated Sewer Agreement;

NOW, THEREFORE, the Owner and the City hereby agree and covenant as follows:

1. Replacement of Prior Agreement. This Restated Sewer Agreement shall replace all prior agreements between the parties.

2. Ownership of Sewer Connections and Related Payment Obligations. City acknowledges that the Owner owns each of the four (4) original connections and the two (2)

additional connections (collectively, the “**Connections**”), for itself and any of its successors and assigns, is and shall remain individually responsible for paying for its sewer service and connections related thereto, and the Owner is solely responsible for any and all duties and obligations associated therewith. The Connections grant to Owner the right to connect six residential properties to the City Trunk Line to transport wastewater from the Property to Heber Valley Special Services District (HVSSD).

3. Owner’s Land/Legally Subdivided Parcels. The Owner represents, acknowledges, and affirms that the parcels to which the Connections will affix, and which they will benefit, are legally subdivided parcels of record under Utah law, and such parcel are located in and are recognized as such by Wasatch County. Nothing in this Restated Sewer Agreement shall restrict the Owner from modifying or reconfiguring any or all of such parcels. Further, all six (6) sewer connections described in this Restated Sewer Agreement are intended only to serve the six (6) parcels shown on the attached map attached hereto as Exhibit “B,” so long as the parcels are located within the outer perimeter of the area shown on the map.

4. Connection to City Trunk Line Only through Certain Connection Boxes. To minimize the number of tap-ins or connection to the City Trunk Line, all of the Owner’s connections to the City Trunk Line shall occur only through the use of the existing connection boxes and/or the single additional connection box to be constructed, the locations of which are depicted on Exhibit “A” hereto.

5. City Approval of Owner’s Connection System. Any sewer system and/or connection system used by the Owner to deliver its sewage to the City Trunk Line shall be approved by the City in accordance with the City’s usual approval process for sewer connections, before the Owner is allowed to connect into the City Trunk Line. Owner shall pay all costs incurred by City for the inspection and approval of any connection.

6. Owner Maintenance Up to Trunk Line. The Owner shall be solely responsible for the maintenance, service, repair, upkeep, preservation, and care of the pipe connection system up to the point of its connection to the City Trunk Line.

7. Impact and Connection Fees. At the time Owner connects and new connections, Owner shall pay any impact fees or connection fees charged by Heber City or HVSSD.

8. Monthly Fees. The Owner shall pay a monthly fee per connection equal to 1.5 times the average monthly sewer base and usage fee paid by Heber City residents for both Heber City and HVSSD.

9. Additional Fee for Additional Residential Connections. As additional consideration for the Additional Residential Connections, the Owner shall donate Ten Thousand and 00/100 Dollars (\$10,000.00) to the Heber City North Fields Preservation Fund. The Owner shall make that payment concurrently with the execution and delivery of this Restated Sewer Agreement.

10. Monthly Billings to Owner. The Owner shall be billed on a monthly basis for connection to and use of the City Trunk Line, in the same manner as other residential customers.

City may charge Owner any interest, late fees or other fees or costs billed to other residential customers.

11. Discharge Restrictions and Rules and Regulations. Owner shall only discharge domestic sewage to the City's system not exceeding 200 mg/L of biochemical oxygen demand (BOD) and/or 215 mg/L of suspended solids (SS) per connection. Owner agrees to make reasonable efforts to monitor the wastewater originating within its system to prevent the introduction of wastewater which adversely affects the operation of the City facilities and to prevent the discharge of springs, flood waters and other non-sewage waters in its collection system. Owner agrees to abide by all City rules, regulations and instructions related to the discharge into the City facilities. Any discharge by the Owner which exceeds facility design levels or contains abnormally high concentrations of pollutants as defined in Heber City code, will require pretreatment to bring said discharges into compliance. The City reserves the right to approve or disapprove the discharge of any wastes other than domestic sewage. To the extent Owner discharges any unapproved non-domestic sewage, the City may charge Owner a special charge, penalty or fine, including, but not be limited to, any costs of operation and maintenance occasioned by the character of such wastes and any damages to the City Trunk Line sewer system or to Heber Valley SSD's treatment system.

12. Ownership of City Trunk Line. The City confirms that it is the beneficiary of the Services Contract, having acquired ownership of the City Trunk Line, which was previously owned by Heber Valley SSD.

13. Owner Indemnity. Owner agrees to indemnify and hold the City harmless from: (a) any claim arising out of the treatment of the Owner's sewage; (b) any claim for or damages arising as a result of the Owner's sewage being in violation of this Restated Sewer Agreement or of the Owner's violation of this Restated Sewer Agreement; or (c) any claim or damages arising as a result of any disruption, interruption, damage, or failure to or involving the Owner's connection system, including but not limited to, any blockages, breaks, pressure releases or decreases, or failures to the pipe system up to the point of connection into the City Trunk Line

14. Attorney Fees and Costs. In the event of the failure of either Party hereto to comply with any provision of this Agreement, the defaulting Party shall pay any and all costs and expenses, including reasonable attorneys' fees, costs of investigations, taking depositions and discovery, and all other necessary costs incurred in, arising out of or resulting from such default (including any incurred in connection with any appeal or in bankruptcy court) incurred by the injured Party in enforcing its rights and remedies except as otherwise specifically stated in this Agreement.

(SIGNATURES ON FOLLOWING PAGE)

**WHEREAS**, the parties have executed and delivered this Amended Agreement as of the date first set forth above.

**HEBER CITY**

**Dickman Legacy Ranch Infrastructure  
LLC**, a Utah limited liability company

BY: \_\_\_\_\_  
Mayor Heidi Franco

BY: \_\_\_\_\_  
Mark Schwendiman

TITLE: Heber City Mayor

TITLE: Manager

ATTEST:

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

Approved as to form:

\_\_\_\_\_  
Jeremy Cook, Heber City Attorney

**EXHIBIT “A”**  
**Depiction of Existing and Future Connection Points**

NORTH QUARTER CORNER OF  
1, T4S, R4E, SLB&M. FOUND  
36 WASATCH COUNTY MONUMENT

