

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

May 21, 2024

**5:00 p.m. Work Meeting
6:00 p.m. Regular Meeting**

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

I. WORK MEETING - 5:00 P.M.

1. Rezone of property located at 167 West Center from Residential to C-3 Commercial (Jamie Baron, Planning Manager, Denna Woodbury, Planning Consultant) - *15 min*
2. Center Creek Commercial Zone Change (Jamie Baron, Planning Manager) - *30 min*

II. BREAK - 10 MIN

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

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

IV. CONFLICT OF INTEREST DISCLOSURE:

V. AWARDS, RECOGNITION, and PROCLAMATIONS:

1. Blake Walton - Mayor's Award for New City Water Feature Assignment

VI. CONSENT AGENDA:

1. May 7, 2024, City Council Meeting Minutes (Trina Cooke, City Recorder)
2. July 4, 2024 Red White and Blue Festival Sponsorship (Matt Brower, City Manager)

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

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

1. Agreement for Wastewater Delivery and Dissolution of the Giles Special Services District (Jeremy Cook, City Attorney) - *20 min*
2. Ordinance 2024-11 Amending On-Street Parking Regulations (Jeremy Cook, City Attorney) - *30 min*
3. Smiths Marketplace requests development agreement for proposed signs located at 744

North Highway 40 (Tony Kohler, Community Development Director) - *30 min*

4. Cemetery Administration Building Project Funding (Mark Rounds, Parks and Cemetery Director, Matt Brower, City Manager) - *30 min*
5. Animal Control Memorandum of Understanding (MOU) Contract Discussion and Council Direction. (Parker Sever, Chief of Police)

IX. COMMUNICATION:

X. ADJOURNMENT:

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

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

Posted on May 15, 2024, in the Heber City Municipal Building located at 75 North Main, the Heber City Website at www.heberut.gov, and on the Utah Public Notice Website at <http://pmn.utah.gov>. Notice provided to the Wasatch Wave.



Heber City Council Staff Report

MEETING DATE: 5/21/2024
SUBJECT: Rezone of property located at 167 West Center from Residential to C-3 Commercial
RESPONSIBLE: Jamie Baron, Denna Woodbury
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

This item is a zoning amendment to change the zoning on the property located at 167 West Center Street from RC (Residential Commercial) to C-3 (Central Commercial) zones.

RECOMMENDATION

Recommend Approval

BACKGROUND

The applicant would like to change the zoning of this property from the current RC (Residential Commercial) to the C-3 zone (Central Commercial). This request is to facilitate potential residential/apartments and commercial uses to be built on the property. The proposed zoning amendment is for .49 of an acre and includes two lots. A Public Hearing was held on March 26, 2024, for this item. The item was continued to the April 23, 2024, Planning Commission meeting to allow for the applicant to speak on behalf of the project. There was some discussion by the Planning Commissioners with the applicant on what was envisioned for this location. The Planning Commission forwarded a positive recommendation with the added requirement of a Master Development Agreement is in place that limits the height of the building to three stories.

DISCUSSION

A Public Hearing was held on March 26, 2024. The public provided comments regarding the location and the historical district. Concerns were expressed about potential height and traffic. There were comments relating to using this parcel for community use or a place for young people to hang out, given the central location.

The Planning Commission discussed where the commercial use boundary should be and discussed which roads were identified to have more intense uses. There was also a discussion relating to spot zoning. There was some concern expressed regarding changing the zoning without a specific project to review and the possible intensity and density of a project.

The zoning amendment changing the zoning from RC to C-3 conforms with the Downtown District of the General Plan that was adopted March 17, 2020 . The General Plan Downtown District's key characteristics are small business storefronts with historic architectural elements on the first floors along Main Street. Interior block commercial/office uses blending with higher density residential. East/west streets to include diagonal parking and bike accommodations. The density ranges from 14 to 30 units per acre and up to 4 story heights (interior block locations encouraged). On December 5, 2023, an update of the General Plan was adopted that provides for a Central Heber District, which includes the Downtown District blocks near Main Street, the Central Neighborhoods in the City's core, and the Recreation and Arts District on the west side of town and encompassing the Heber Valley Railroad depot area. Under the Central Heber District, this parcel falls under the Neighborhood Mixed Use Corridor. It's primary uses are a mix of residential, missing middle housing, hospitality, retail, restaurant, office with a density of 3-12 units per acre and a height limit of 3 stories.

The current zoning of RC allows for only single family uses and has limited commercial uses. The zoning amendment to C-3 better aligns with the vision of the Central Heber District and provides for the opportunity for the missing middle housing.

The purpose of the C-3 district found in 18.28.010 of the Municipal Code states, "The C-3 central commercial zone has been established as a district in which the primary use of the land is for business purposes. The area covered by this zone is the historical core area encompassing Main Street and adjacent blocks, which acts as the dominant shopping and financial center for the city and surrounding territory. For this reason, the zone has been located in the central part of the city where the street pattern makes the business buildings readily accessible to all parts of the city and surrounding region and where business and shopping activities can be carried on with maximum convenience. The C-3 zone is characterized by wide, clean, well-lighted streets, and ample pedestrian ways for the convenience and safety of the public."

Mixed uses are allowed within this zoning district with a Conditional Use Permit. The C-3 zoning district allows for a three-story building without a stepback, and not to exceed 46 feet. The height can be increased to 4 stories, not to exceed 55 feet, if it includes 10% of affordable housing, it is a mixed-use building, and if it includes a stepback. There is also a gross floor area of buildings limitation for retail business of 60,000 square feet.

FISCAL IMPACT

N/A

CONCLUSION

The Planning Commission has forwarded a positive recommendation to the City Council for the zoning amendment to re-zone the property located at 167 West Center Street subject to Findings and

Conditions. This request conforms to the General Plan recommendations for this parcel.

Findings:

1. The Planning Commission held a public hearing on March 26, 2024.
2. The zoning amendment is consistent with the General Plan.

Conditions:

1. All Code requirements will be met.
2. Any additional conditions as outlined by the Planning Commission.
3. A requirement of a Master Development Agreement is in place that limits the use of this property under that zone (C-3) to a height limit of three stories.

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** a zoning amendment for 167 West Center Street to rezone the property from RC to C-3 as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Approve as Amended

I move to **approve** a zoning amendment for 167 West Center Street to rezone the property from RC to C-3 as amended, as follows.

Alternative 3 - Continue

I move to **continue** the a zoning amendment for 167 West Center Street to rezone the property from RC to C-3 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** a zoning amendment for 167 West Center Street to rezone the property from RC to C-3 with the following findings.

ACCOUNTABILITY

Department: Planning
Staff member: Jamie Baron, Planning Manager
Denna Woodbury, Planning Consultant

EXHIBITS

1. Propose-Zone-Change-Plats
2. Zoning Map
3. General-Plan-Map-102022-PDF
4. Future land use Heber-City-General-Plan-PDF
5. Future Land Use Downtown District from General Plan
6. Central Heber 2023-General-Plan-Update-101224
7. RC -Residential Commercial Overlay Zone

W Center St

CENTER ST

W Center St

W Center St



S 100 W
100 W

Zoning Map as of
3/20/24

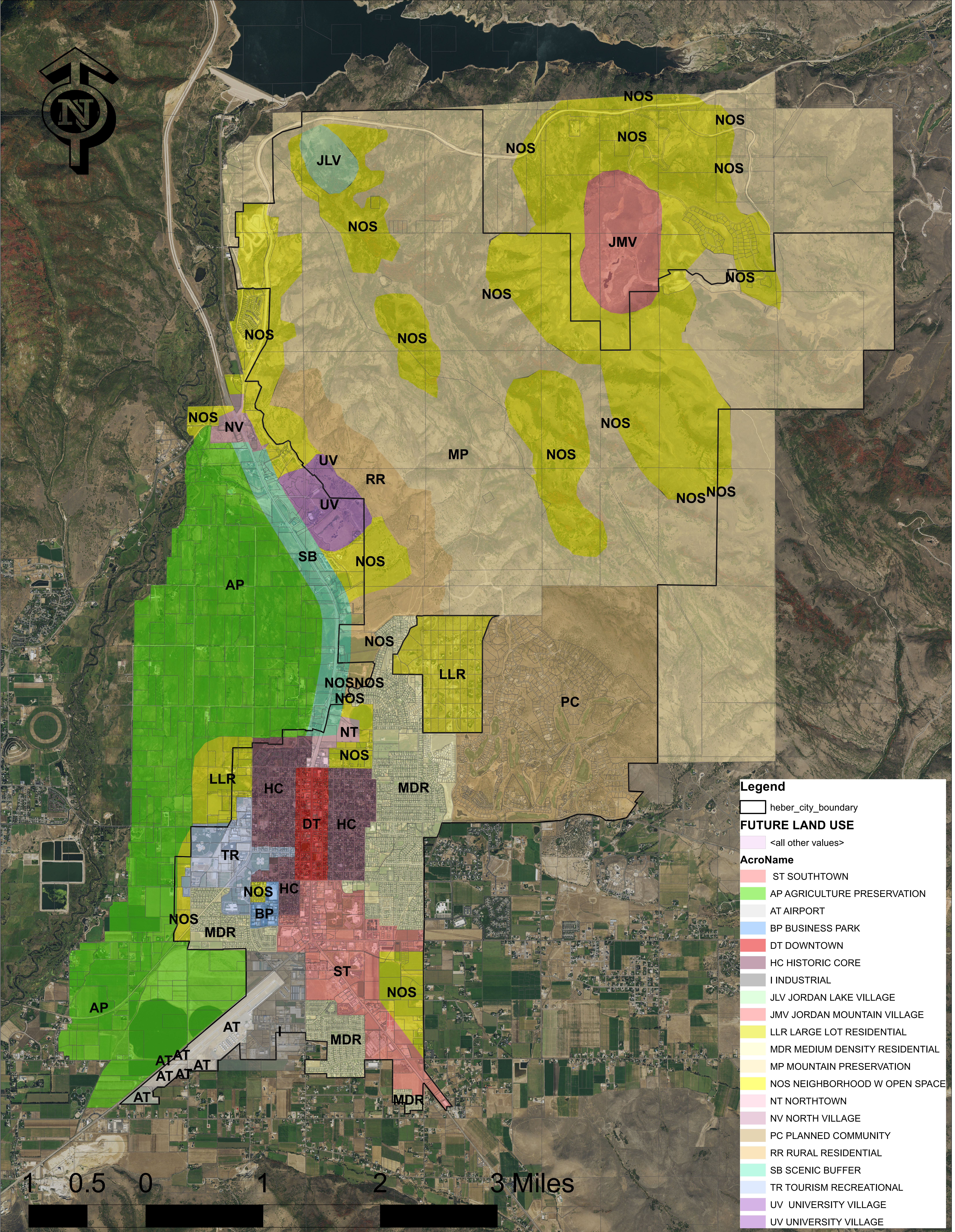
Subject
Property

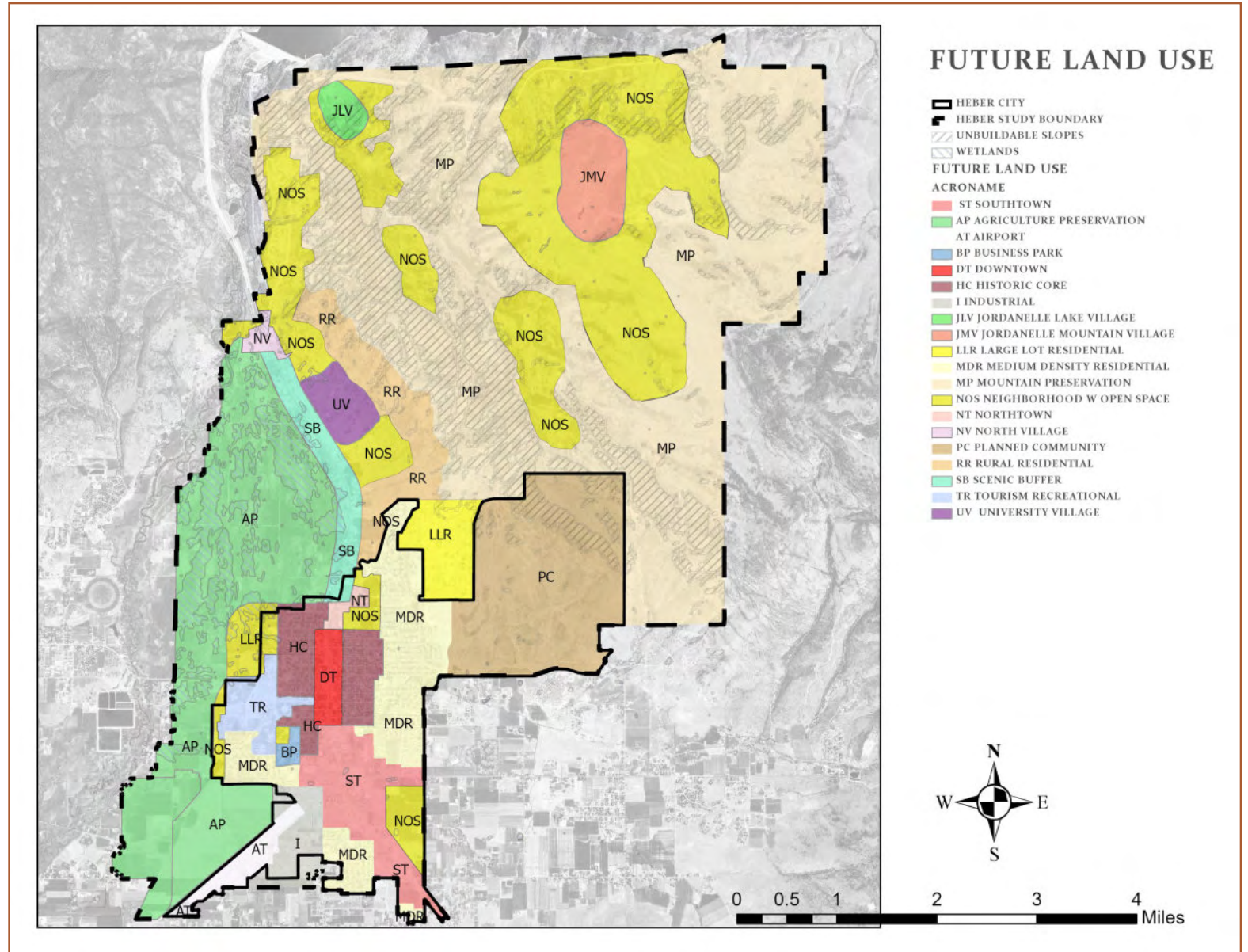
R-3

Residential Commercial

Neighborhood Infill Overlay
Zone

Heber City General Plan Map





Future Land Use Map Categories	District Type	Uses	Density Range / Scale (gross acreage)	Key Characteristics
	Historic Core Neighborhood (HC)	Primary: SFDs on smaller lots, town homes, duplexes, triplexes, flexible infill, small multifamily buildings; consider bonus densities for higher quality architecture Secondary: connective and corner small scale retail/ restaurants, bed and breakfasts, community gardens, public facilities, churches	3-15 units per acre 1-3 story height	A mixed neighborhood emphasizing a variety of housing types. Strong street connections to the downtown and the tourist center; bicycle and pedestrian friendly.
	Downtown (600 South to 500 North, 200 East to 200 West) (DT)	A mixed use town center with historical architecture and active open spaces	14 to 30 units per acre Up to 4 story heights (interior block locations encouraged) Consider 2 story minimum height	Small business storefronts with historic architectural elements on first floors along Main Street. Interior block commercial/office uses blending with higher density residential. East/west streets to include diagonal parking and bike accommodations.
	Tourism/Recreation Center (TR)	A hospitality/commercial mixed use center	4 to 20 units max per acre 2-3 story height, except hospitality, which may reach 4 stories	Recreation and tourism-oriented uses with an old west flavor. Includes the 100 South corridor. Transitional corridor uses including expanded home occupations, small scale retail, bed and breakfast, small cafes.
	Jordanelle Mountain Village (JMV)	Primary: commercial and service uses intended to reduce trip generation to other town centers Neighborhoods: low, medium and higher density residential areas on slopes less than 30%, clustering options, schools	Base density established by a master development agreement. Overall property base densities may be transferred to the center and adjacent NOS by concentrating and clustering land uses. Up to 3-4 story heights in mixed use village 1 to 14 units per acre in residential areas adjacent to centers	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.

Future Land Use Map Categories	District Type	Uses	Density Range / Scale (gross acreage)	Key Characteristics
	Jordanella Lake Village (JLV)	Primary: hospitality, mixed uses, service and commercial uses Secondary: medium to higher density residential, schools	Base density established by a master development agreement. Overall property base densities may be transferred to the center and adjacent NOS by concentrating and clustering land uses. Up to 4 story heights in the town center	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. Roads with swales and trails, clustering options, small lot and townhome options, significant open space, natural areas.
	North Village (NV)	Primary: hospitality and commercial/retail uses, higher density residential adjacent to the southern two quadrants at the intersection. Offices complement the town center. Secondary: SFDs, townhomes, limited multifamily complexes	14 to 30 units per acre Overall property base densities established by the North Village Overlay Zone may be transferred to the Village and adjacent NOS to create open space. Up to 4 story heights in the village center Residential clustering up to 3 stories with 4 to 20 units per acre in clustered locations	A mixed use village to serve the region's growing recreation/tourism industry and retail needs, characterized by Mountain Modern architecture and a greater range of mixed uses that include gathering spaces. Small lot, townhouse, and apartment developments, clustering, open space.
	Utah Valley University Village	Primary: an array of uses supportive to the University, including hospitality, training centers, small retail, gathering places, mixed use, and student housing. Secondary: tech uses, affordable housing	14 to 30 units per acre Overall property base densities established by the North Village Overlay Zone may be transferred to the Village and adjacent NOS to create open space. Up to 4 story heights in the village center Residential clustering up to 3 stories with 4 to 20 units per acre in clustered locations	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.

Future Land Use Map Categories	District Type	Uses	Density Range / Scale (gross acreage)	Key Characteristics
	New Neighborhoods with Open Space (NOS)	Primary: SFDs Secondary: townhomes, small lot and attached housing	3 to 20 units per acre Overall property base densities, established by the North Village Overlay Zone may be transferred to adjacent Villages to create open space. 2-3 story height limit	Small lot clusters, townhomes and open space achieved through clustering and generally located adjacent to centers
	Agricultural Preservation (AP)	Agricultural uses on large lot (20 acres), with minor residential use	1 unit per 20 acres	Dairy, grazing and grazing supportive crops with a homestead. Agricultural areas provide separation between communities.
	Mountain Preservation (MP)	Recreational uses using the preserved natural areas	1 unit per 20 acres transferred to mountain residential areas	Steep slopes over 30%, stream corridors, wetlands, areas providing separation between communities. Clustered housing with density transfers to the villages.
	Scenic buffer (SB)	Scenic highway corridors with adjacent trail systems, storm water retention and significant use setbacks	Setback minimum 150 feet from highway right of way	Natural and enhanced landscapes with trail systems adjacent to existing and proposed highways.
	Rural Residential (RR)	Residential and agricultural mix in clustered patterns of development	1 to 2 units per acre; base density with clustering incentives for higher densities	Rural streetscapes with clustered housing and large open spaces in a natural, grazing, or agricultural use.
	Medium Density Residential (MDR)	Primary: single family residential uses	3 to 6 units per acre	Existing single family neighborhoods with a mix of suburban and rural street standards.
	Large Lot Residential (LLR)	Primary: single family residential uses	1 unit per five acres	Mostly existing single family neighborhoods with expansive views due to large separations between homes.
	Planned Community (PC)	Primary: large lot single family homes	1 to 2 units per acre	Existing neighborhood with significant open space and recreation uses.

Future Land Use Categories	District Type	Uses	Density Range / Scale (gross acreage)	Key Characteristics
	South Town Center (ST)	Primary: regional commercial/office uses, health services, light manufacturing and tech businesses Secondary: medium to high density residential	14 to 20 units per acre Up to 3 story heights	A mix of businesses catering to the regional larger scale needs of Wasatch County. Includes big box retail opportunities.
	North of Downtown Center (NT)	Primary: regional commercial/office uses, health services, incubator business complexes Secondary: medium to high density residential	14 to 20 units per acre Up to 3 story heights	A secondary regional hub.
	Business Park (BP)	Office and tech uses	NA	High quality design and architecture.
	Airport (AT)	Airport and air traffic related uses	NA	Runways, hangars, service shops and supportive commercial uses.
	Light Industrial (I)	Manufacturing uses located generally within enclosed buildings, plus office warehouse uses	NA	Limited outdoor storage and activity; may allow for accessory apartments

Future Land Use Map Categories	District Type	Uses	Density Range / Scale (gross acreage)	Key Characteristics
	Historic Core Neighborhood (HC)	Primary: SFDs on smaller lots, town homes, duplexes, triplexes, flexible infill, small multifamily buildings; consider bonus densities for higher quality architecture Secondary: connective and corner small scale retail/ restaurants, bed and breakfasts, community gardens, public facilities, churches	3-15 units per acre 1-3 story height	A mixed neighborhood emphasizing a variety of housing types. Strong street connections to the downtown and the tourist center; bicycle and pedestrian friendly.
	Downtown (600 South to 500 North, 200 East to 200 West) (DT)	A mixed use town center with historical architecture and active open spaces	14 to 30 units per acre Up to 4 story heights (interior block locations encouraged) Consider 2 story minimum height	Small business storefronts with historic architectural elements on first floors along Main Street. Interior block commercial/office uses blending with higher density residential. East/west streets to include diagonal parking and bike accommodations.
	Tourism/Recreation Center (TR)	A hospitality/commercial mixed use center	4 to 20 units max per acre 2-3 story height, except hospitality, which may reach 4 stories	Recreation and tourism-oriented uses with an old west flavor. Includes the 100 South corridor. Transitional corridor uses including expanded home occupations, small scale retail, bed and breakfast, small cafes.
	Jordanelle Mountain Village (JMV)	Primary: commercial and service uses intended to reduce trip generation to other town centers Neighborhoods: low, medium and higher density residential areas on slopes less than 30%, clustering options, schools	Base density established by a master development agreement. Overall property base densities may be transferred to the center and adjacent NOS by concentrating and clustering land uses. Up to 3-4 story heights in mixed use village 1 to 14 units per acre in residential areas adjacent to centers	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.

A Vision for Central Heber

In 2023 Heber City updated its vision to include a detailed vision for Central Heber, which includes the Downtown District blocks near Main Street, the Central Neighborhoods in the City's core, and the Recreation and Arts District on the west side of town and encompassing the Heber Valley Railroad depot area.

The Central Heber visioning process engaged hundreds of residents, business leaders, and other stakeholders in a variety of meetings, activities and events. Stakeholders guided the process, meeting six times over the course of the process. Six public meetings to enabled people to brainstorm possibilities through mapping and online surveys, evaluate scenarios through keypad polling and poster sessions, and come together at a final vision celebration. The vision and general recommendations from that process appear below. A large poster, pictured on the following page, provides detailed maps, recommendations, and illustrations, and is best viewed at envisionheber.com.

Central Heber's Vision

The heart of our community and region, Central Heber is a destination area featuring unique shopping, dining, and gathering areas for residents

and visitors who enjoy a welcoming and peaceful environment with a sense of history and place in a beautiful mountain valley. Downtown is our economic catalyst, featuring our historic center and working, living, and public gathering areas in a mixed use environment, which help support street level retail, restaurants, and entertainment. Outdoor-oriented local and regional recreation are features at our Recreation and Arts Destination, which is the place to go to enjoy the train, rent a bike, enjoy a ballgame, or plan regional recreational adventures. Heber's quiet central neighborhoods provide places to live that are rooted in our history while also conveniently located nearby places to work, play, shop and dine.

General Recommendations

1. Highlight Heber's sense of history and place in a beautiful mountain valley, and its welcoming and peaceful environment.
2. Create a walkable, bikeable central city, with safe and pleasant streets.
3. Connect destination places and districts with interesting, pedestrian-friendly routes.
4. Create increased living and working opportunities in the Downtown area, for economic resilience and to better support uses like shopping, dining, gathering, and entertainment.
5. Activate and connect public spaces on Main Street, including Heber City Park, Civic Center Block, and the Public Safety Block, adding amenities, activities, and attractions that people return to again and again.
6. Enliven the streets in Heber's Downtown with features that provide interest and comfort and encourage repeat visits.
7. Create a new recreation/lifestyle gateway on the west side of town that supports existing and new arts, recreation, tourism, and outdoor-oriented pursuits, better positioning Heber as a destination for regional recreational opportunities.
8. Provide a small neighborhood dining/shopping area near the train station to provide amenities adjacent to tourism and sporting events.
9. Create a new missing middle neighborhood east of the planned high school to provide needed housing options.
10. Preserve Central Heber's neighborhoods, enhancing their quiet, friendly atmosphere while providing options for new housing that fits into the historic fabric.



3: FUTURE LAND USE



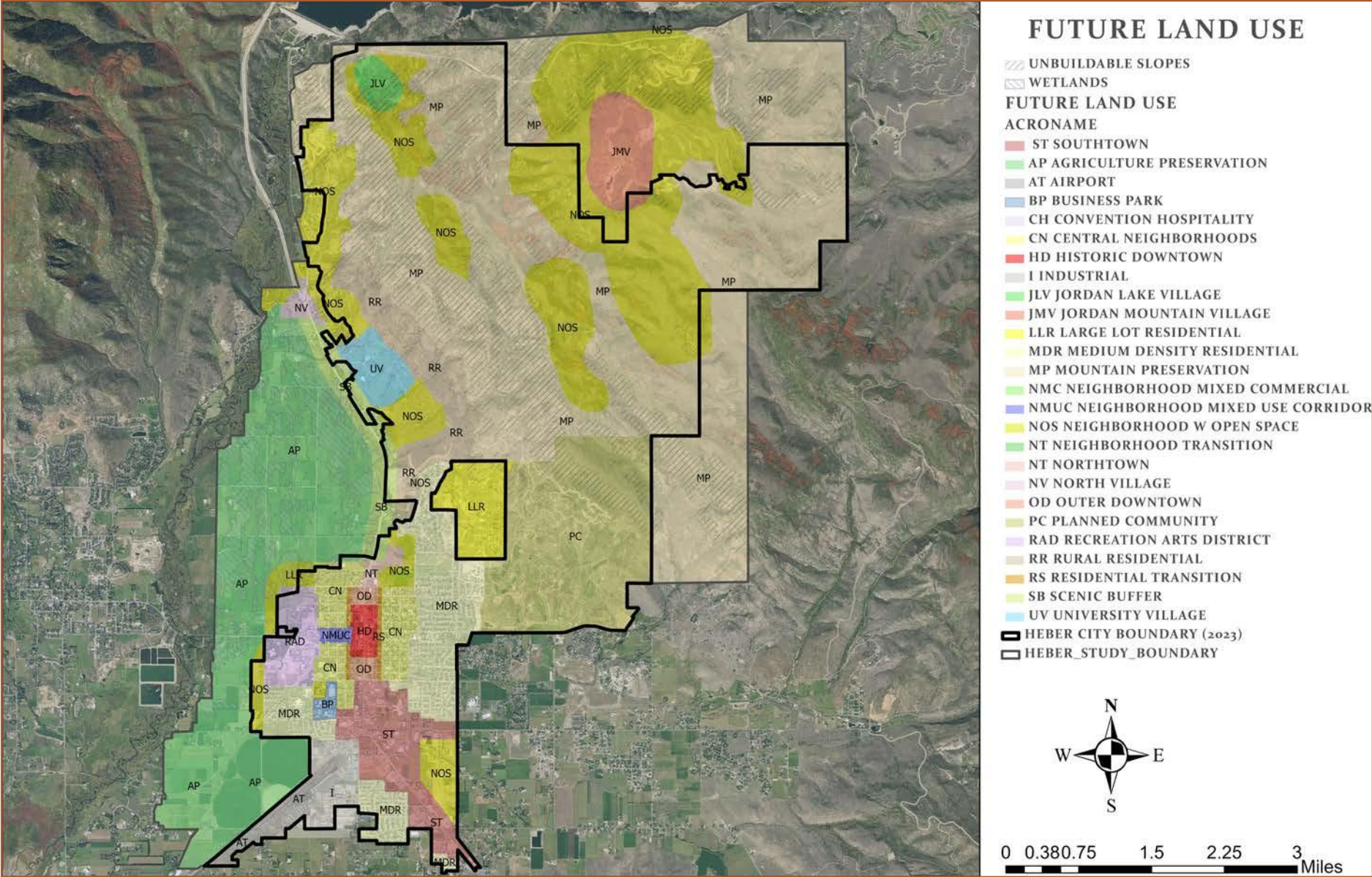
Future Land Use Map and Definitions

Heber's spectacular setting makes creating a future land use plan that embraces the vision for Heber particularly important. The design and patterns within new development areas are expected to follow the guidelines described in this general plan, which will be translated into updated ordinances. This chapter provides direction and guidance for future decisions to expand, modify or rehabilitate City infrastructure. It suggests where prudent public and private investments should be placed. It illustrates the future land uses that the City will support.

This chapter is comprised of a Future Land Use map which identifies various land uses that the City believes are consistent with the vision for Heber. Land uses are divided into categories which are identified on following the map. The edges or lines for each land use category on the map are not meant to be precise. Future land use

maps in general plans are purposely intended to be "general" and do not strictly follow property lines like a zoning map. They are a guide to the future land uses that the City has determined help achieve the City's vision.

Since the intent of the map is to guide with flexibility, future zone changes should generally conform to the land use districts described in this chapter. There can be discussions of "intent" and "general conformity" when there are situations where a proposal under consideration follows the City's vision and principles but where exact adherence to the map suggests a different outcome. The Planning Commission and City Council have discretion in applying the concepts found in this plan.



Future Land Use Map Categories	District Type	Uses	Density Range / Scale (gross acreage)	Key Characteristics
	Central Neighborhoods (CN)	Primary: SFDs on smaller lots, with options for detached ADUs, flag lots Secondary: connective and corner small scale retail/ restaurants, bed and breakfasts, community gardens, along 100 South	3-8 units per acre 1-3 story height	A mixed neighborhood emphasizing a variety of housing types. Strong street connections to the downtown and the tourist center; bicycle and pedestrian friendly. Historic structures and homes enhanced.
	Neighborhood Mixed Use Corridor (Frontages of Center Street and 100 South from 150 West to 600 West) (NMUC)	Primary: A mix of residential, missing middle housing, hospitality, retail, restaurant, office	3-12 units per acre 1-3 story height	Single family in scale (e.g. mansion homes, townhomes), transition area to central neighborhoods, historic structures and homes enhanced, possible activated alley, history walk, bicycle and pedestrian friendly.
	Historic Downtown (300 South to 300 North, 200 East to 200 West) (HD)	A mixed residential and commercial town center with historical architecture and active open spaces	Up to 4 story heights with step backs (interior block locations encouraged) Consider 2 story minimum height	Small business storefronts with historic architectural elements on first floors along Main Street. Interior block commercial/office uses blending with higher density residential. Includes on-street parking and bike accommodations, parking structures, and shared parking. Emphasis on historic beautification, placemaking, plazas, parks, historic walk, and activated alley.
	Outer Downtown (300 South to 600 South; 300 North to 500 North; 150 East to 150 West) (OD)	A mixed residential and commercial area supportive of historic downtown	Up to 5 story heights with affordable housing and additional design features	Gateway to Historic Downtown with mixed use blocks. Streets to include on-street parking and bike accommodations.
	Residential Transition Area (150 West to 200 West and 150 East to 200 East; generally 500 North to 600 South) (RT)	Single family and missing middle housing, retail, restaurant, office, neighborhood commercial, home based business, attached/detached ADUs, pocket parks and plazas	1-2 story height	Mixed use transition area to central neighborhoods. Streets to include on-street parking and bike accommodations.

18.50 RC - Residential Commercial Overlay Zone

18.50.010 Objectives And Characteristics

18.50.020 Permitted Uses

18.50.030 Area, Width, Height And Location Requirements

18.50.040 Special Requirements

18.50.050 Supplementary Regulations

18.50.060 Landscaping And Parking

18.50.070 Lighting

18.50.080 Visual Screening

18.50.090 Repealed By 2004-13

HISTORY

Amended by Ord. [2021-11](#) Amending The Commercial Building Design Standards on 3/2/2021

18.50.010 Objectives And Characteristics

- A. The RC Overlay Zone has been established as a residential/commercial zone. The area is primarily for residential use. It is intended that future use of this area will include additional selective commercial activities. Those who desire to establish a business presence, must help maintain the residential look and feel that presently exists in the area.
- B. "Residential look" as defined for the purposes of this ordinance is primarily a single family, relatively small individual residential structure. Structures should utilize an architectural style of the late 1800s or early 1900s, including porches, gable roofs, and exterior finishes of stone, brick, or siding.
- C. The RC Overlay Zone is characterized by a clean, well landscaped road with a residential character. All property for use in this zone is required to front upon the road upon which the RC Overlay Zone parallels as shown on the Official Zone Map (i.e. 100 South, Center Street.) New development in this area must maintain a residential look through the use of brick, stone or other approved material. Residences converted to business use must maintain the residential look.
- D. In order to accomplish the goals and objectives of this section and to promote the characteristics of this Zone, the regulation set out in this Chapter shall apply in the RC Overlay Zone.

HISTORY

Adopted by Ord. [99-19](#) on 10/7/1999

Amended by Ord. [2014-13](#) on 5/15/2014

Amended by Ord. [2018-48](#) on 9/18/2018

18.50.020 Permitted Uses

The following uses shall be permitted in the RC Overlay Zone.

- A. Single Family Residential Use
- B. Bed and Breakfast Inns
- C. Home Occupation - as regulated by Chapter 18.108
- D. Private Schools as regulated by Section 18.68.230

E. The following retail, service and office uses and associated standards:

1. **Standards.** Such uses shall not:

- a. Exceed 1,500 square feet of gross floor area;
- b. Have operating hours prior to 6 am or later than 8 pm;
- c. Have more than 5 off-street parking stalls;
- d. Produce noise exceeding fifty-five (55) decibels as measured at the property line, vibration, fumes smoke, dust or other particulate matter, odorous matter, heat, humidity, glare, electrical interference or other objectionable effects;
- e. Have more than 5 customer vehicles at the site at one time; and
- f. Utilize outdoor display, sales or service.

2. **Retail uses**

- a. Antique Shop
- b. Book Store
- c. Candy Store
- d. Craft and Curio Shops
- e. Music Store

3. **Service uses**

- a. Barber Shop, Salon and Day Spa
- b. Catering
- c. Gun Smith and Gun Shop, with no firing or testing onsite
- d. Jewelers
- e. Lock Smith
- f. Music and Art Studios
- g. Photography Shops and related uses
- h. Shoe Repair
- i. Tailor & Seamstress
- j. Tanning Salon
- k. Tour Guides & Travel Agencies

4. **Office uses**

- a. Architect, Design & Engineering
- b. Attorneys
- c. Doctors' Offices
- d. Public Accountants
- e. Real Estate and Land Development Offices

5. Drive-thrus are prohibited

HISTORY

Adopted by Ord. [99-19](#) on 10/7/1999

Amended by Ord. [2004-29](#) on 12/16/2004

Amended by Ord. [2014-13](#) on 5/15/2014

Amended by Ord. [2018-48](#) on 9/18/2018

Amended by Ord. [2019-08](#) Amending RC Zone on 3/19/2019

18.50.030 Area, Width, Height And Location Requirements

- A. Setbacks shall be as set forth in the R-3 Zone
- B. The maximum height of all structures shall be thirty-five feet

HISTORY

Adopted by Ord. [99-19](#) on 10/7/1999

18.50.040 Special Requirements

Those who desire to convert homes, lots or other buildings to commercial use shall maintain a residential type landscaping. Care must be exercised when proposing changes in buildings or lots, that objectives and characteristics of the Zone are not impacted nor altered. Residential structures are not permitted to be demolished for the purpose of a commercial use or to provide parking for a commercial use.

HISTORY

Adopted by Ord. [99-19](#) on 10/7/1999

Amended by Ord. [2018-48](#) on 9/18/2018

18.50.050 Supplementary Regulations

Regulations relating to driveways, parking etc. contained elsewhere in the Zoning and Subdivision Ordinances will apply.

HISTORY

Adopted by Ord. [99-19](#) on 10/7/1999

18.50.060 Landscaping And Parking

All lots within the Zone shall be landscaped with shrubs, trees and ground cover. One driveway per lot with a minimum width of 10 feet will be permitted and one off-street parking stall shall be required, not in the front or side yards, for every 800 square feet of commercial floor space.

HISTORY

Amended by Ord. [99-19](#) on 10/7/1999

18.50.070 Lighting

All exterior lighting shall meet the commercial lighting requirements outlined in Section 18.78.040.

HISTORY

Adopted by Ord. [99-19](#) on 10/7/1999

Amended by Ord. [2018-48](#) on 9/18/2018

18.50.080 Visual Screening

All commercial lots within the zone shall have a six foot rear sight obscuring fence.

HISTORY

Amended by Ord. [99-19](#) on 10/7/1999

18.50.090 Repealed By 2004-13



Heber City Council Staff Report

MEETING DATE: 5/21/2024
SUBJECT: Center Creek Commercial Zone Change
RESPONSIBLE: Jamie Baron
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community and Economic Development

SUMMARY

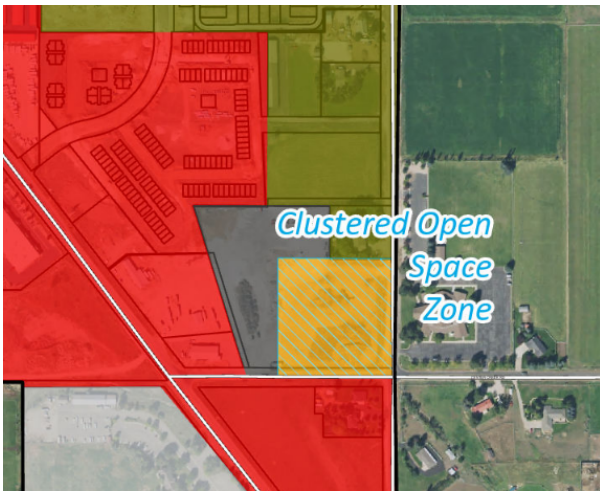
JDL Legacy Group is seeking a zone change for 8 acres located at 2400 S Mill Road, from I-1 and R-2 COSZ to C-2 Commercial for the purposed of a commercial and residential development.

RECOMMENDATION

Staff and applicant are seeking if there is support to enter the zone change process.

BACKGROUND

This property was annexed into the City with the Huckleberry Annexation. At the time, the property was zoned as PCMU and C-2 Commercial, per the General Plan. Later in 2018, the property zoning was changed to I-1 Industrial and R-2 COSZ to construct single-story apartments with affordable housing, and storage units. The property has changed owners and the new owners are seeking a zone change to build commercial and residential.



DISCUSSION

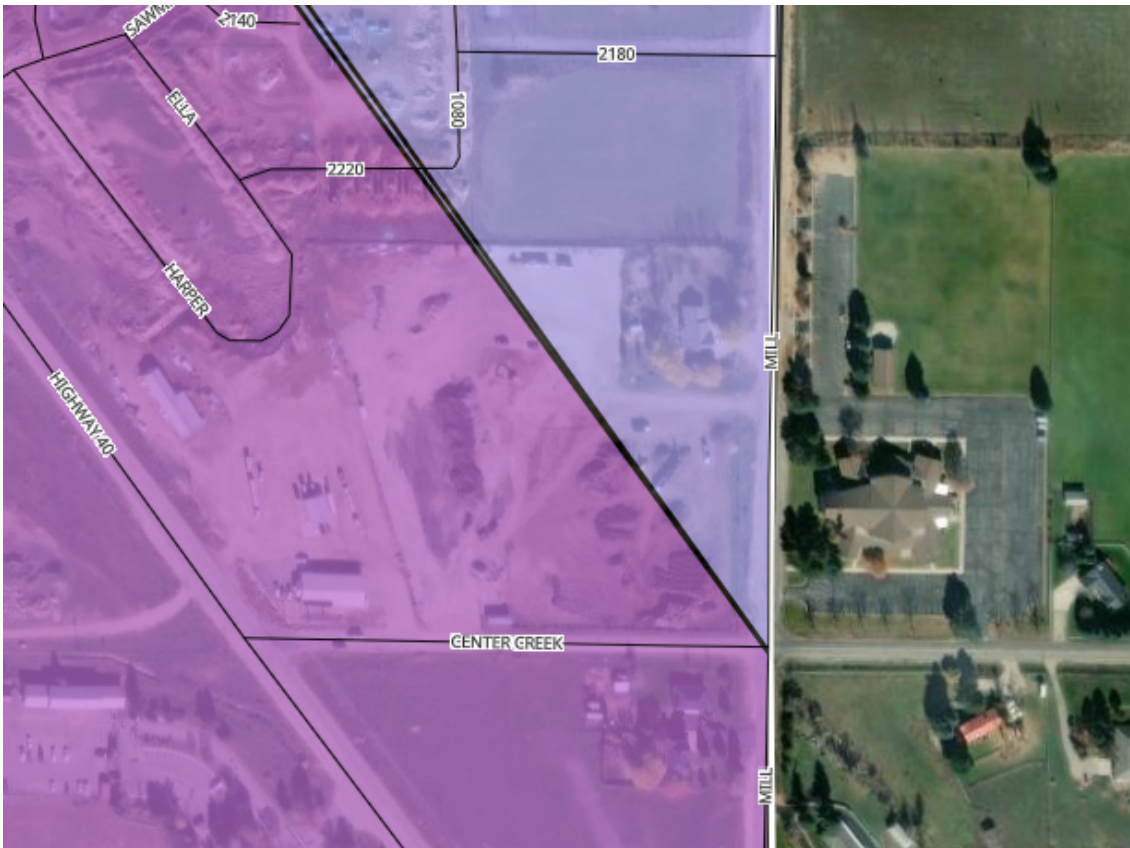
The proposed development consists of 3 commercial buildings totaling 84,500 square feet, and 36 residential units. The residential portion contains a proposed 8 units of senior twin homes, 4 town homes, and 24 apartment/condo units.

Height - The commercial is proposed to be 2 stories, with 3 story residential buildings.

Envision Heber

This property is designated as South Town and Neighborhoods with Openspace.

District Type	Uses	Density Range/Scale	Key Characteristics
South Town Center	Primary: regional commercial/office uses, health services, light manufacturing and tech businesses	14 to 20 units per acre Up to 3 story heights	A mix of businesses catering to the regional larger scale needs of Wasatch County. Includes big box retail opportunities.
Neighborhoods with Openspace	Secondary: medium to high density residential Primary: SFDs Secondary: townhomes, small lot and attached housing	3 to 20 units per acre Overall property base densities, established by the North Village Overlay Zone may be transferred to adjacent Villages to create open space. 2-3 story height limit	Small lot clusters, townhomes and open space achieved through clustering and generally located adjacent to centers



C-2 Zoning - The current C-2 Zone does not permit stand alone residential within the zone. The residential is required to be within a mixed use building, which is a conditional use.

FISCAL IMPACT

N/A

CONCLUSION

JDL Legacy Group is seeking a zone change for 8 acres located at 2400 S Mill Road, from I-1 and R-2 COSZ to C-2 Commercial for the purposed of a commercial and residential development. The proposed plan would require a development agreement as the C-2 doesn't allow for stand alone commerical. The General Plan identifies this area as South Town and Neighborhoods with Openspace.

ALTERNATIVES

Not an Action Item

POTENTIAL MOTIONS

 75 N Main Street
Heber City, UT 84032

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

 heberut.gov

Not an Action Item

ACCOUNTABILITY

Department: Planning
Staff member: Jamie Baron, Planning Manager

EXHIBITS

1. CENTER CREEK MIXED USE - CONCEPTUAL MASTER PLAN_2024-04-02
2. CENTER CREEK - CONCEPTUAL MASTER PLAN_2024-04-02
3. Heber Apartments03.09.17-OPT-2



SOUTH VIEW



RESIDENTIAL PROGRAMMING

PRODUCT MIX

TYPE	PROVIDED
55+ PATIO STYLE TWINHOMES	8
TOWNHOMES (3 story)	4
STACKED FLAT APARTMENT/CONDOS	24
	36 units

PARKING SUMMARY

COVERED	OUTDOOR -ONSITE-	OUTDOOR -OFFSITE-	TOTAL
12	12	4	28
9	9	0	18
12	39	0	51
			97 stalls

COMMERCIAL PROGRAMMING

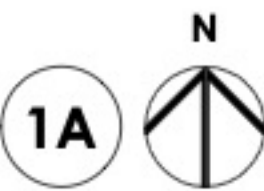
PRODUCT MIX

TYPE	GBA
PROFESSIONAL OFFICE BLDG 1 [2-Story]	28.6k SF
PROFESSIONAL OFFICE BLDG 2 [2-Story]	28.6k SF
PROFESSIONAL OFFICE BLDG 3 [2-Story]	27.3k SF
	84.5k SF

PARKING SUMMARY

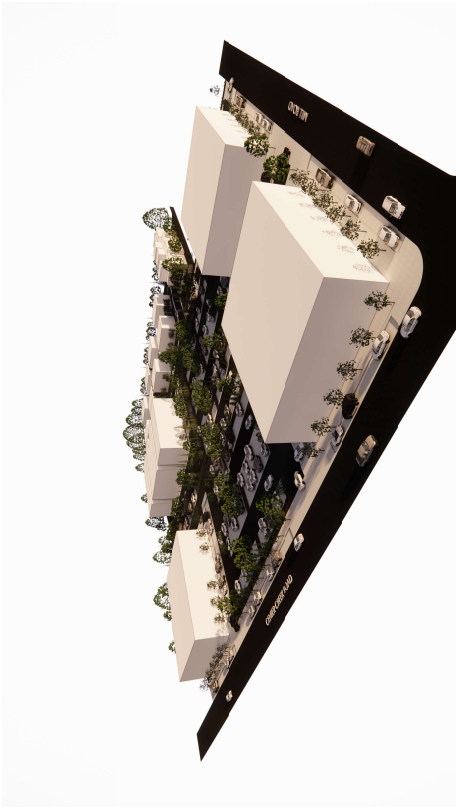
REQUIRED	PROVIDED
OFFICE BLDG 1: 28.6k SF @ 3/1000 = 86 stalls	
OFFICE BLDG 2: 28.6k SF @ 3/1000 = 86 stalls	
OFFICE BLDG 3: 28.6k SF @ 3/1000 = 82 stalls	
TOTAL REQUIRED = 254 stalls	260 stalls

CONCEPTUAL MASTER PLAN
Scale: 1" = 40'





SOUTH AERIAL VIEW



SE CORNER AERIAL VIEW



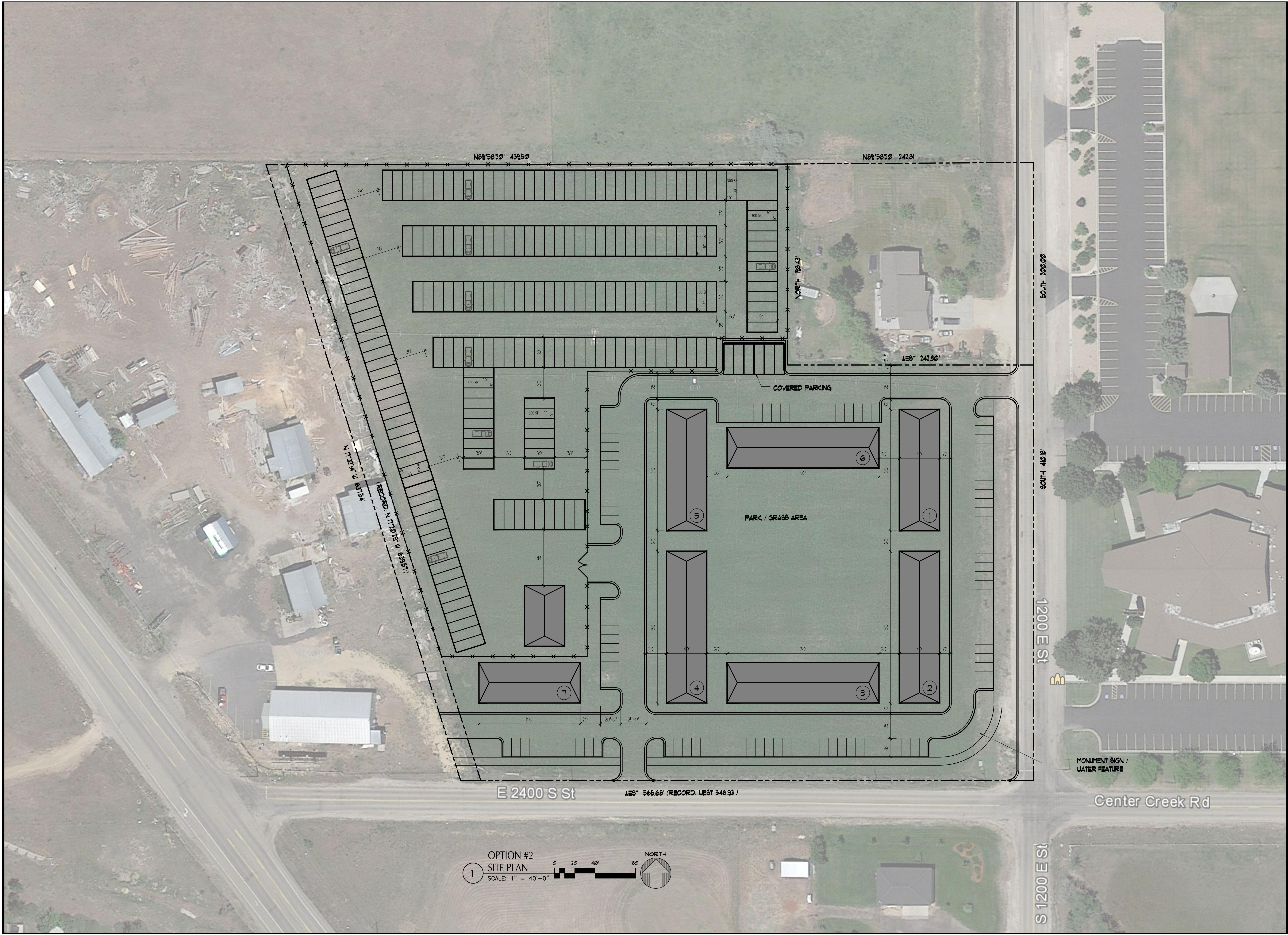
SW CORNER AERIAL VIEW



SALT LAKE CITY
228 EAST 500 SOUTH, SUITE 101
84111, UTAH
T: 801.320.9773 E: projects@arcflo.com

©2024 ARCfLO

By: Jeff Jensen, Mar 27, 2017 - 2:48pm
X:\31000\98-Heber Apartments\Heber Apartments03.08.17.dwg



OPTION #2
SITE PLAN
SCALE: 1" = 40'-0"

1

0 20' 40' 80'

NORTH



PGA&W ARCHITECTS
ARCHITECTS / PLANNERS 5263 SOUTH-CORNER DRIVE - SUITE 204 - HURRAY, UTAH 84017 - PHONE: 801.266.4664

DATE	BY	REVISIONS

OPTION #2 - SITE PLAN A NEW BUILDING FOR

PRELIMINARY
DRAWINGS

DATE:
JOB NO.:

© PG&W - 2016

C
2.0

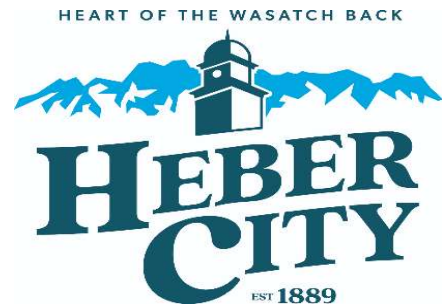
HEBER CITY COUNCIL STAFF REPORT

MEETING DATE: 5/21/24

SUBJECT: Mayor's Award to Blake Walton, Public Works

RESPONSIBLE: Mayor Heidi Franco

STRATEGIC RELEVANCE: Outstanding Work Recognition



SUMMARY

Jamie Baron nominated Blake Walton for the Mayor's Award saying:

"With the wrapping up of the City Hall water feature and soon to be ribbon cutting, I would like to nominate Blake Walton for a Mayor's Award for his work as the project manager on this community asset. Blake has done a great job at keeping this project moving, accepting his role, owning the project, and seeing it done. Capital Improvement projects are not typically within his normal job duties and Blake had to learn on the fly.

"During the building permit process Blake reached out to me to help him understand the process and the comments from the plan reviewers as he worked with all involved to gain the needed permits. In working with Blake, I was able to see all of his hard work and dedication on this project.

"Blake was willing to wade through a process outside of his field, owned his role, and sought understanding. In doing so, he has demonstrated that being willing to ask for help is not a weakness, but a strength. I believe he has learned much from this process and is a better part of the Heber City Team for doing so. I commend him for his diligence and willingness to seek help when needed to ensure the success of the project, and for a job well done!"

Public Works Director Matthew Kennard reaffirmed Jamie's comments:

I echo Jamie's praise of Blake's efforts during this project! He was totally out of his comfort zone for this project, and it has been fun to see him gain confidence and develop skills as a project manager. I appreciate Jamie recognizing what Blake has brought to the project, and to you Mayor, for agreeing to award him!

RECOMMENDATION

Blake Walton receives the Mayor's Award and our sincere appreciation for his hard work and dedication to public service.

BACKGROUND

N/A

DISCUSSION

N/A

FISCAL IMPACT

N/A

CONCLUSION

N/A

ALTERNATIVES

N/A.

POTENTIAL MOTIONS

N/A

ACCOUNTABILITY

Department: Mayor's Office

Staff member: N/A

EXHIBITS

N/A

HEBER CITY CORPORATION
75 North Main Street
Heber City, UT 84032
Heber City Council Meeting
May 7, 2024

DRAFT Minutes

4:00 p.m. Work Meeting - Budget Workshop #2
6:00 p.m. Regular Meeting

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

Mayor Heidi Franco called the meeting to order at 4:02 p.m. and welcomed everyone present.

City Council Present: Mayor Heidi Franco
Council Member Yvonne Barney
Council Member Aaron Cheatwood - remotely/then in person
arriving at 4:22 p.m.
Council Member Mike Johnston
Council Member Sid Ostergaard
Council Member Scott Phillips - arrived remotely at 4:06 p.m.

Staff Present: City Manager Matt Brower
Assistant City Manager Mark Smedley
Community Development Director Tony Kohler
Planning Manager Jamie Baron
City Engineer Russ Funk
City Attorney Jeremy Cook
Finance Director Sara Jane Nagel
IT Specialist Anthon Beales
Chief of Police Parker Sever
Deputy Chief of Police, Lt. Jeremy Nelson
Building Official Curtis Davis
Parks and Cemetery Director Mark Rounds
Public Works Director Matthew Kennard
City Recorder Trina Cooke

Staff Participating Remotely: City Engineer Russ Funk, IT Specialist Anthon Beales, Public Works Foreman Chris Pederson, Engineering Administrative Assistant Desiree Muheim, Assistant City Manager Mark Smedley, Human Resources Manager Cherie Ashe, Planning Manager Jamie Baron, Engineer Kyle Turnbow, Public Works Director Matthew Kennard, Deputy City Recorder Robin Raines-Bond, and Finance Director Sara Jane Nagel.

Also Present: Max Gertsch, Susette Gertsch, Pam Patrick, Marvin Rust, Mindy McMaster, JC Hackett, Krista Andersen, Diane McCarty, Diana Garfield, Janine Christenson, Marco Harvey, Scott Cannon, Kurt Hoffmann, Chris Petersen, Mick Kohler, Dave Gorrell, James Humphreys, Rob Meals, Bill Noland, Jamie Whittier, Lorraine Branham, Liz Jensen, Nathan Moulton, Trudi Harter, Gary Harter, Rick Keel, Melissa McMillan, Tori Broughton, and others who did not sign in or whose handwriting was illegible.

Also Attending Remotely: (names are shown as signed in online) SRH, Shorty5, Nick Lopez, Grace Doerfler, and Bingo.

1. 2024-2025 Fiscal Year Budget Workshop #2 (Sara Nagel, Finance Manager) -
1 hr 20 min

Heber City Finance Director Sara Nagel shared a PowerPoint presentation as included in the meeting materials. She addressed questions the Council had posed during the first budget meeting held the previous week on May 1, 2024. Heber City Manager Matt Brower and Ms. Nagel explained the recommended utility rate increases over the next five years as outlined in the Zions Public Finance Utility Rate Study. Additional explanations were provided for the following:

- a summary of the Business License Study and recommended Fee increases
- Utility Rates
- the Culinary Water Capital Fund
- miscellaneous budget items

Ms. Nagel asked Council for direction on the following decision points and consensus of Council majority provided the following direction:

- proceed with the Truth in Taxation process

Council Member Barney asked the record to show that she did not support any tax increases as she felt the citizens were already facing too many tax and fee increases from all the taxing entities.

- increase the City's contribution to employee's Health Savings Account (HSA) plans in order to cover the increased cost
- provide a .7% employee subsidy to cover the increased cost of pension contribution for tier two employees in the hybrid retirement plan

2. Discuss Process for the Central Heber Overlay Zone Implementation (Tony Kohler, Community Development Director) - *30 min*

Community Development Director Tony Kohler shared the suggestions received from

community members at the Envision Central Heber open house. The recommended changes to the zoning include additional flexibility for infill within the central Heber neighborhoods, expansion and modification of the west gateway/Midway Lane area overlay, and creating a transition zone from the C-3 zone (Main Street area) to 200 West and 200 East, allowing for additional infill options. He provided details for the proposed overlay zone changes, reviewed the issue of missing middle housing that could provide affordable housing, and outlined a timeline for the process. Council discussion ensued with general support for the proposed changes.

II. BREAK - 10 MIN

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

1. Call to Order

Mayor Franco called the meeting to order at 6:06 p.m. and welcomed everyone present.

2. Pledge of Allegiance (Sid Ostergaard, Council Member)

Council Member Ostergaard led the recitation of the Pledge of Allegiance.

3. Prayer/Thought by Invitation (Yvonne Barney, Council Member)

Council Member Barney recalled a presentation while attending the recent Utah League of Cities and Towns (ULCT) conference. The presentation was given by 2014 Olympic Silver Medal recipient for the Skeleton event, Noelle Pikus-Pace. The message shared was that there were always challenges to face but sometimes a changed perspective could help achieve solutions. She read a verse that, when read one direction, had a negative implication but, when read backwards, offered a positive message.

IV. CONFLICT OF INTEREST DISCLOSURE:

There were no conflicts of interest disclosed.

V. AWARDS, RECOGNITION, and PROCLAMATIONS:

1. Formal Award of Heber City Trails, Arts, and Parks (TAP) tax Revenue to Grant Recipients

Mayor Franco announced the recipients of the TAP (Trails, Arts, and Parks) tax revenue grants, as outlined in the attached meeting materials.

2. Proclamation of Professional Municipal Clerks Week

Mayor Franco read a proclamation recognizing National Municipal Clerks Week. She commended City Recorder Trina Cooke and Deputy City Recorder Robin Raines-Bond, the City's two professionally certified municipal clerks.

VI. CONSENT AGENDA:

Motion: Council Member Phillips moved to approve the Consent Agenda as presented.

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

1. April 16, 2024, City Council Meeting Minutes and May 1, 2024, Special City Council Meeting Fiscal Year 2024-2025 Budget Workshop #1 (Trina Cooke, City Recorder)
2. Fleet Liquidation Proposal (Glenn Parman, Fleet Manager)

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

Pam Patrick had recently had a trespasser problem and wished to thank Tony Kohler and Travis Stolk for assisting her to work towards a resolution.

Nick Lopez wished to ask for Council support for the veteran's banners that were hung on Main Street in May. He felt Memorial Day was very important for the recognition of veterans throughout the nation. There were 324 veterans in Heber City and 1,000 within the County. The family's of the local veterans had paid for the banners. He stressed the importance of the banners to the families, the community, and younger generations. He described the families gathering below the banners for photographs. He was asking for the banners to hang for seven days in November over Veteran's Day and 12 uninterrupted days in May to encompass Armed Forces Day and Memorial Day. He did not want the banners to go up and down in May, competing with other events during that time-frame.

Gary Harter, Executive Director of the Utah Department of Veteran's and Military Affairs, wished to voice his support for Mr. Lopez's banner project.

Council Member Barney read a public comment submitted by email from Carolyn M. Fischer thanking Public Works Foreman Rance Echols and the rest of the department for burning the weeds in the irrigation ditches. She said the process improved the water flow for better efficiency, mitigated weeds, and cleaned the ditches of disease.

VIII. GENERAL BUSINESS ITEMS:

1. Back to the Fifties Car Show (Marci Harvey) - 5 min

JC Hacket was present to share the information for the Back to Fifties Car Show. He wanted to thank all the veterans and law enforcement officers. The show raised funds to donate to the Alzheimers Association and 10-33 Association to benefit the families of fallen police officers. He delivered a check to the City in the amount of \$500.

Parks and Cemetery Director Mark Rounds agreed to have a ramp at the park for the event to get the cars into the park over the curb. The event was scheduled to take place on June 29, 2024, at the Main Street Park.

2. Renewal of Timpanogos Valley Theater (TVT) Lease for use of the Social Hall (Trudi Harter) - 5 min

President of the Board of Directors of the Timpanogos Valley Theater Trudi Harter and Vice President Nathan Walton were present to request an extension of the lease of the City's Social Hall to continue using as the local theater and to share a report of their activities and accomplishments. She thanked the City for the TAP tax grant award that would be used towards the 2025 spring musical production. Mr. Walton announced the spring production would be Little Women. Ms. Harter thanked the Council for their support and listed the updates to the theater, including new external signs, a new roof, and fresh paint. The theater had been recognized in November 2020 by the Chamber of Commerce as Business of the Month. She shared the many grants the theater had received and the improvements made to the theater with the grant money awarded. Ms. Harter listed goals for the future of the theater. They expressed gratitude to the City for their continued support. City Manager Matt Brower and the Council commended the work of the theater and expressed support for the lease extension. It was the twentieth anniversary of the performing arts group and they had been using the City's Social Hall since 2010.

3. Monthly Development Report (Jamie Baron, Planning Manager) - 10 min

Planning Manager Jamie Baron provided the monthly development report as included in the meeting materials.

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

1. Children's Justice Center Annual Request for Contribution (Kurt Hoffman) - 10 min

Director of the Children's Justice Center Kurt Hoffman and Heber City Police Sergeant Rick Keel were present to request the annual contribution from the City to support the Children's Justice Center (CJC). The center advocated prevention of child abuse and protection of children. Mr. Hoffman was asking for \$11,000 to support the forensic interview program. Sergeant Keel was the Heber City Police Department's liaison for CJC. He described the difficulty of interviewing children that had been harmed and benefits of having a forensic interviewer to establish cases against the abusers. Sergeant Keel and Mr. Hoffman asked the City to do what it could to help the CJC.

Motion: Council Member Johnston moved to approve the donation to the Wasatch Children's Justice Center in the amount \$11,000. **Second:** Council Member Cheatwood made the second.

Discussion: Council Member Barney expressed appreciation on behalf of the community for the services offered by the CJC and recognized the work of the first responders who helped the children.

Voting Yes: Council Members Phillips, Ostergaard, Cheatwood, Barney, and Johnston.

Voting No: None. The **Motion Passed Unanimously, 5-0.**

2. Main Street Banners (Matthew Kennard, Public Works Director) - 15 min

Public Works Director Matthew Kennard and Office Manager Candace Bufton shared a PowerPoint presentation as included in the meeting materials. Mr. Kennard reviewed the City's banner policy and shared the number of banner applications received by the City for the month of May. He explained that the veteran's banners occupied every light post arm available on Main Street when hung, and thereby prevented any other event banners to be displayed. The Public works Department put the veteran's banners up for Armed Forces Day, then took them down to allow other events to be displayed, and then up again for Memorial Day, taking many hours of Public Works manpower. They provided a calendar displaying the overlapping events that paid to have banners hung on Main Street.

Council Member Phillips indicated that Armed Forces Day was intended to honor active duty military rather than veterans. Council Member Cheatwood did not feel the dates for the banners needed to be extended in advance of Armed Forces Day. City Manager Matt Brower explained that the City covered the cost to hang the veteran's banners. Council Members Johnston and Ostergaard agreed with Council Member Phillips. Council discussion continued.

Mayor Franco opened the discussion for public comment.

Nick Lopez felt it was just as important to honor the veterans over Armed Forces Day as on Memorial Day. He reviewed the dates he wanted the veterans banners to hang in May without interruption and provided background for the banners.

Pam Patrick reminded everyone of the sacrifices the veterans had made for their country and of the importance of remembering and honoring the men and women that had served.

Motion: Council Member Phillips moved to allow the that the High School Rodeo State Finals, Public Works, and Soldier Hollow banners be hung on the 16th of May through the 23rd and veteran's banners hang the 23rd through the 28th of May. **Second:** Council Member Johnston made the second.

Discussion: Council Member Cheatwood proposed working with Mr. Lopez to plan an alternate way to honor the veterans for Armed Forces Day. He proposed an amendment to the motion that the Thursday through the Tuesday encompassing Memorial Day be reserved for the veterans banners in perpetuity.

Amended Motion: Council Member Phillips agreed to amend his motion to include that the Thursday through the Tuesday encompassing Memorial Day be reserved for the veterans banners in perpetuity. Council Member Johnston's second stood.

Discussion: Council Member Ostergaard proposed adding more poles surrounding the Main Street Park and wanted to think outside the box. He asked if Council would agree to leave the dates as proposed by Public Works. Council Member Barney agreed. She asked if Council Member Phillips would agree to change the motion to the dates originally proposed by Public Works. Council Member Phillip reiterated that Armed Forces was for active service military and wished to honor the Public Works Department for more than three days during Public Works Week. Council Member Johnston indicated he was not against the proposal of Council Members Ostergaard and Barney but felt it was important for the Council to work together for consensus.

Motion #2: Council Member Barney moved to leave the 2024 calendar as proposed by Public Works and to include the days, Thursday through Monday surrounding Memorial Day for the veteran banners, and establish a plan to extend the Public Works spot in the future. **Second:** Council Member Cheatwood made the second.

Mayor Franco explained her understanding of Robert's Rules of Order for Parliamentary Procedure indicated that the votes were taken for the motions on the floor in reverse order of the motions being made and called for the vote of the second motion made by Council Member Barney. Council Member Ostergaard asked for clarification of the dates. Council Member Barney clarified that the dates for the veteran's banners to hang on Main Street would be from May 16 to May 20 and May 23 to May 28.

Vote for Motion #2: Voting Yes: Council Members Ostergaard, Cheatwood, Barney, and Johnston. **Voting No:** Council Member Phillips. **The Motion Passed, 4-1.**

Council Member Phillips withdrew his motion.

3. Tentatively Adopt the Tentative Budget for Fiscal Year 2024-2025 and Establish Public Hearing Date to Consider Adoption of Tentative Budget (Sara Nagel, Finance Manager) - *10 min*

Finance Manager Sara Nagel explained the motion needed from Council to tentatively adopt the tentative budget as presented and provided the budget adoption timeline.

Motion: Council Member Phillips moved to tentatively adopt the tentative budget. **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.**

4. Ordinance 2024-10, Park Landscape Drawings and Specifications (Jamie

Baron, Planning Manager) - 20 min

Planning Manager Jamie Baron explained the ordinance to establish standards for the landscaping in public parks had been separated to stand alone from the previously proposed park's standards at the direction of Council.

Council Member Barney wanted tree inspections done to ensure the trees were planted properly to prevent them dying in the first year. City Attorney Jeremy Cook informed Council that State Code limited the City's ability to regulate landscaping warranties. Discussion followed regarding the landscaping tree planting process, the warranty period for trees, and State requirements for standards.

Parks and Cemetery Director Mark Rounds proposed the City Arborist Brandon Puett supervise all tree planting on City property.

Motion: Council Member Barney moved to approve Ordinance 2024-10 Park Landscape Drawings and Specifications with the addition of item A.6. in 1.4 of the Quality Assurance section in the Temporary Tree Protection plan on page one with the language that the City Arborist will inspect, approve, and accept the planting of public trees in City landscape plans. **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.**

5. Contract Modification for Heritage Farms Parkway Construction Engineering Services Agreement with Horrocks Engineers (Russ Funk, City Engineer) - 10 min

City Engineer Russ Funk explained the need to extend the contract with Horrocks Engineers for the construction of Heritage Farms Parkway. The project had been delayed by poor weather. Mr. Funk provided the additional cost and stated the cost was within the budgeted amount for the project.

Motion: Council Member Cheatwood moved to approve the contract extension as presented with the findings and conditions as outlined in the Staff Report. **Second:** Council Member Phillips seconded the motion. **Voting Yes:** Council Members Phillips, Ostergaard, Cheatwood, Barney, and Johnston. **Voting No:** None. The **Motion Passed Unanimously, 5-0.**

6. Discuss Process for the Central Heber Overlay Zone Implementation (Tony Kohler, Community Development Director) - 30 min

Agenda item six was not addressed as it was discussed during the preceding Work Meeting.

X. COMMUNICATION:

City Manager Matt Brower shared the following communication items:

- the County had agreed to CRA (Community Reinvestment Agency) meetings between two City Council Members, two School Board Members, and three County Council Members. Details to follow.
- Upcoming events included:
 - Annual Spring Cleanup on Saturday, May 11, 2024, from 9:00 a.m. to noon
 - Public Works Week: May 20-23, 2024
 - Unity Week: June 3-8, 2024
 - Rededication of Tabernacle and Ribbon-cutting for the new Water Feature: Saturday, June 8 at 1:00 p.m.
 - Caldwell, Idaho: Council, Planning Commission, and Staff were invited on a road trip to visit Caldwell's revitalized downtown area: May 28-30, 2024
 - Heber Market on Main season kickoff on Thursday, June 6, 2024
 - Council was invited to help cook hot-dogs and hamburgers at the Employee Safety Carnival on June 6, 2024, from 11:00 a.m. to 1:00 p.m.
 - Red, White, and Blue Festival: All-day event on Thursday, July 4, 2024 - the committee was looking to include a concert preceding fireworks in 2025

XI. ADJOURNMENT:

Motion: Council Member Phillips moved to adjourn. **Second:** Council Member Cheatwood made the second. The meeting adjourned at 8:42 p.m.

Trina Cooke, City Recorder



Heber City Council Staff Report

MEETING DATE: 5/21/2024
SUBJECT: July 4, 2024 Red White and Blue Festival Sponsorship
RESPONSIBLE: Matt Brower
DEPARTMENT: Administrative
STRATEGIC RELEVANCE:

SUMMARY

The third annual July 4 Red White and Blue Festival is planned for Thursday, July 4, 2024. This is a day-long event that kicks off at 6:30 a.m. with hot air balloons and ends at 10 p.m. with fireworks. The Festival is put on by a non-profit cooperation led by Matt Brower, Dallin Koecher, and Jessica Broadhead. The event is patterned after Provo's Freedom Festival. The Festival's organizing committee is requesting Heber City sponsor the free hot dog lunch, as it has done in previous years, and provide a reimbursable cash sponsorship of \$2,000.

RECOMMENDATION

Approve the request to sponsor the free hot dog lunch and \$2,000 cash sponsorship.

BACKGROUND

The Red White and Blue Festival was created as a private, non-profit, non-political foundation whose mission is to celebrate, teach, honor and strengthen the traditional American values of independence, faith, family and country. The Festival is also geared to enhancing economic opportunities for Heber City's downtown, in alignment with the Envision Central Heber initiative.

The Festival is in its third year and is held at Heber City's Park on Hwy 40 in downtown Heber. The festival leverages various groups, such as Heber City Rotary, Heber Valley Tourism and Economic Development (HVTED), Wasatch County School District, Wasatch County Fire Department, Heber City, Wasatch County Arts Council, Heber Valley Railroad, Heber Valley Chamber, and numerous volunteers, to be successful.

Based on data from HVTED, generated by credit card transactions on July 4, 2023, over 4,000 people attended last year's Festival. Its expected the 2024 Festival will draw a larger crowd as it will

be held in conjunction with Heber Marker on Main (HMOM).

DISCUSSION

Planning for the July 4, 2024, Red White and Blue Festival is well underway. Please reference the attached Schedule of Events for a complete listing of the Festival's activities planned for July 4, 2024. The Festival organizers are currently finalizing sponsorships for this year's event. Heber City has been requested to sponsor the free hot dog lunch (expecting 1,000 lunch attendees) and provide a \$2k reimbursable cash sponsorship. Total sponsorship request is \$3k. In exchange for the sponsorship, Heber City will be considered a Gold Sponsor with the following benefits: recognition with branded signage at specific activities, featured in news releases and press kits, logo/listing on RWB website, recognition on local radio station ads, social media shout-outs on Festival social pages and first right of refusal for next year's event.

FISCAL IMPACT

Sponsorship request is \$3k. This request would impact the City's FY '25 budget.

CONCLUSION

The Red, White and Blue Festival is fast becoming a community valued 4th of July event celebrating independence, faith, family and country. Its expected attendance at the 2024 Festival will be greatly increased from 2023. The Festival has activities for all ages with significant attention given to providing activities that are free to community members.

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue

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

Alternative 4 - Denial

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

ACCOUNTABILITY

Department: Administrative
Staff member: Matt Brower, City Manager

EXHIBITS

1. RW&B Fest Schedule



SCHEDULE OF EVENTS

6:30 AM	Hot Air Balloons
7:00 AM - 10:00 PM	Firetruck w/Flag
7:00 - 9:00 AM	5K & 10K Run
7:15 & 8:30 AM	Bi-Plane Fly Over
8:00 - 8:30 AM	Flag Ceremony
8:00 - 10:00 AM	Rotary Breakfast
8:00 AM - 4:00 PM	Plein Air Art Exhibit in Midway
8:30 - 9:30 AM	Patriotic Walk & Parade
8:00 AM - 1:30 PM	Freedom Train - HVRR
10:00 AM - 2:00 PM	Live Entertainment
8:00 AM - 3:00 PM	Sidewalk Art Contest
12:00 PM - 1:00 PM	Free Hot Dog Lunch
1:00 - 4:00 PM	Carnival
1:00 - 9:00 PM	Heber Market on Main
2:00 - 2:30 PM	Hoses v. Guns Tug o' War
2:30 - 4:30 PM	Strong Man Contest
4:00 PM	Pie Eating & Rootbeer Chugging
5:00 - 6:00 PM	American Rooster - Outdoor Concert
6:30 - 9:00 PM	Soulistics - Outdoor Concert
10:00 PM	Fireworks at Memorial Hill



Heber City Council Staff Report

MEETING DATE: 5/21/2024
SUBJECT: Agreement for Wastewater Delivery and Dissolution of the Giles Special Services District
RESPONSIBLE: Jeremy Cook
DEPARTMENT: Administrative
STRATEGIC RELEVANCE: None

SUMMARY

The City previously had an agreement with the Giles Special Service District to provide wastewater service to three lots within the Giles Special Service District. Ernie Giles has requested that the City consent to dissolve the District and enter into an Agreement with him individually to provide wastewater service to the three existing lots plus two additional lots.

RECOMMENDATION

Staff recommends that the Council approve the agreement as drafted. Mr. Giles has requested that the City amend the proposed agreement to allow him to pay an amount equal to the average monthly sewer base and usage fees. However, the current City Code requires that any property outside the City pay 1.5 times, so staff recommends that the Agreement be approved as drafted with the requirement to pay 1.5 times the average monthly sewer base and usage fees.

BACKGROUND

DISCUSSION

FISCAL IMPACT

The Agreement has a minimal fiscal impact

CONCLUSION

Staff recommends approval of the Agreement as drafted.

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue

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

Alternative 4 - Denial

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

ACCOUNTABILITY

Department: Administrative
Staff member: Jeremy Cook, City Attorney

EXHIBITS

1. Giles Wastewater Agreement Clean - 4877-4980-9342 - 1

Agreement for Wastewater Delivery and Dissolution of the Giles Special Services District

This Agreement for Wastewater Delivery Agreement and Dissolution of the Giles Special Service District (the “**Agreement**”) is entered in to as of the date last executed below, by and between Heber City, a municipal corporation (the “**City**”), Ernie Giles, an individual residing in Midway, Utah (“**Owner**”), and the Giles Special Services District, a Utah public entity (the “**District**”).

RECITALS

A. Owner owns certain property in the City of Midway, Utah, which property is more particularly described on Exhibit A and depicted on the map attached hereto as Exhibit B (the “**Property**”).

B. The Property is included within the boundaries of the District, which District is operated by Owner for the sole benefit of the Property.

C. The District previously had an agreement with City pursuant which City agreed to transport wastewater from the District to the Heber Valley Special Services District (“HVSSD”).

D. The agreement between the District and the City has expired.

E. District and Owner wish to dissolve the District and enter into this Agreement between Owner and City for the transportation of wastewater from the Property to HVSSD.

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

1. **Definitions.**

A. “Sewage” means effluent generated by common households not exceeding 200 mg/L of BOD and/or 215 mg/L of SS.

B. “Industrial Uses” means affluent containing chemicals, greases, and other hazardous or unapproved deleterious substances requiring pretreatment.

C. “City Facilities” means facilities owned by the City and existing as of the date of this Agreement that are utilized to transport sewage from the Property to HVSSD. City Facilities include a sewer main in Midway Lane with connection points.

D. “District Facilities” means those facilities built by and exclusively owned by the District or Owner and connect to City Facilities. All connection points and associated meters are owned by City.

2. **Services to be Provided.** City agrees to furnish to Owner, and Owner agree to utilize and pay for the use of City sewer conveyance system to transport wastewater from the Property to

Heber Valley Special Services District (HVSSD).

3. **Connection Restrictions.**

A. Unless agreed to in writing by the City and the Wasatch County Health Department, Owner shall be specifically limited in its connections to the City Facilities to: (1) the existing three lots currently owned by Owner within the Property, which include one five-acre lot, and two fifteen acres lots; and (2) three additional lots owned by Owner that are at least one acre in size and each include only one single family, detached, dwelling unit.

B. The property owner shall not be allowed to expand sewer uses or connections beyond the Property.

C. No other uses other than those described herein as of execution date of this Agreement, shall be allowed to connect to the City's Facilities without the written consent of the City.

D. The three future connections shall not be allowed without the written approval of Wasatch County, in the specific form of a zone change allowing for increased density and development, and written consent of the Wasatch County Health Department. Additionally, the property owner shall pay and bear the cost of HVSSD impact fees associated with any future connections.

4. **Rates and Charges.** In consideration for the services to be provided by City, Owner agrees to pay City the following Wheeling Fees and Connection Fees.

A. **Wheeling Fee:** 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.

B. **Impact and Connection Fee:** Owner agrees to pay City a one-time Connection Fee. The Fee shall satisfy the "**Buy-In**" portion of the Connection Fee for using the City's Facilities. The Buy-In portion shall represent the value of replacing the reserve, surplus capacity of the City's existing lines.

- 1) Owner will collect and remit to the City the Connection Fee based on Equivalent Residential Units (ERU's) when building permits are issued for the Property. Owner will pay City's adopted connection fee in place at time of building permit issuance.
- 2) In addition to the Connection Fee, Owner will be assessed any impact fees assessed by City or HVSSD for similarly situated properties.
- 3) Flow into the City Facilities above the original requested amounts that continues for a minimum period of 30 days may subject the Owner to a penalty, at the sole discretion of the City, payable to City, of up to \$10,000 per day for every day the original capacity request is exceeded. Capacity will be monitored at metering stations installed by Owner and owned by City at each initial point of connection to City Facilities.

5. **Maintenance and Repair of City Facilities.** City shall be responsible for providing for the operation, maintenance and repair of City Facilities and any decisions in that regard shall be made solely and exclusively by City. The City shall operate, maintain, and repair the City

Facilities in a good and workmanlike manner, using at least the standard of care that the City uses in the operation maintenance, and repair of its own facilities.

6. **Maintenance of District Facilities.** Owner shall maintain and be responsible for the repair and proper operation of the District Facilities.
7. **Discharge Restrictions and Rules and Regulations.** 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 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 in the operation and maintenance of the District Facilities and 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.
8. **Dissolution of District.** Owner shall take all steps necessary to dissolve the District and transfer all assets of the District to Owner. To the extent necessary, City hereby consents to the dissolution of the District.
9. **Term.** This Contract shall be in full force and continue in effect for a term of twenty-five (25) years.
10. **Third Party Claims.** No third party shall have any cause of action against the City for failure by the City to take and receive sewage as provided for herein or for any breach or default by the City hereunder. In addition, no such third party shall have any rights hereunder which would in any way restrict the right of the City and the Owner to modify or terminate this Agreement at any time or in any manner.
11. **Default.** If after written notice from the City, in the event billings are not paid within ten (10) days after they are received each month, a late charge of 1.5% per month on the unpaid principle balance shall be added thereto, unless the billing is contested in good faith, in which event the parties will either resolve the dispute before the next billing date or the Owner will pay the billed amount under protest with a right to recoup any portion later determined to be an overpayment.
12. **Assignment.** Neither the City nor the District or Owner shall transfer or assign any of the rights or delegate any of the duties of this Agreement without prior written consent of the other.
13. **Compliance with Laws.** All parties hereto agree to comply in every respect with any applicable State, Federal or County laws regulating the safe, sanitary and healthful operation of Facilities.
14. **Liability of City.** City shall not be responsible for damages from any failure of the City Facilities which cause a backup. Owner agrees to save and hold City harmless from any damage by reason of sewer backup or inability to accept the total effluent delivered to City's Facilities, unless it can be shown that a loss resulted from the gross negligence or intentional wrongful act of City, its agent, officers, or employees.

15. **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.
16. **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.
17. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, inclement weather, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties, public health orders or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.
18. **Mutual Drafting.** Each Party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either Party based on which Party drafted any particular portion of this Agreement.
19. **Further Actions and Instruments.** The Parties agree to provide reasonable assistance to the other and cooperate to carry out the intent and fulfill the provisions of the Agreement. Each of the parties shall promptly execute and deliver all documents and perform all acts as necessary to carry out the matters contemplated by this Agreement.
20. **Partial Invalidity Due to Governmental Action.** In the event state or federal laws or regulations enacted after the Effective Date of this Agreement, decision of any court of competent jurisdiction, or formal action of any governmental jurisdiction other than City, prevent compliance with one or more provisions of this Agreement, or require changes in plans, or permits approved by City, the parties agree that the provisions of this Agreement shall be modified extended or suspended only to the minimum extent necessary to comply with such laws or regulations.
21. **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.

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: _____
Mayor Heidi Franco

ATTEST:

Heber City Recorder

Approved as to form:

Jeremy Cook, Heber City Attorney

DATED this _____ day of _____, 2024.

ERNIE GILES SPECIAL SERVICES DISTRICT

By: _____
Ernie Giles

DATED this _____ day of _____, 2024.

Ernie Giles, an individual



Heber City Council Staff Report

MEETING DATE: 5/21/2024
SUBJECT: Ordinance 2024-11 Amending On-Street Parking Regulations
RESPONSIBLE: Jeremy Cook
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

Code Enforcement has identified some parking code sections that are difficult to enforce and has asked for the City to consider revising the code pertaining to heavy trucks.

RECOMMENDATION

Staff recommends Council discuss the proposed amendment and recommends approval of the proposed amendment.

BACKGROUND

- Section 10.16.030 of the City Code grants the Appeal Authority the ability to approve off-street parking. This is not a role of the Appeal Authority, and this section should be repealed. The Appeal Authority's role is to grant variances and consider appeals to the City's denial of permits.
- Section 10.16.030 prohibits trailers weighting 33,000 pounds or more. This section is worded poorly and should be amended to be clear.
- Section 10.16.080 of the City Code prohibits vehicles and trailers having an overall length of 20 feet or more from being parked on a residential street. This particular code started the discussion on parking regulations. The problem with this code is 20 feet is an unreasonable size cut off. Most pick up trucks today are between 20 and 22 feet long and would be in violation of the 20 foot maximum length.

Existing code sections are shown below.

10.16.030 Unlawful Types Of Parking

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

- A. No person shall park a vehicle on the public right-of-way for more than a consecutive seventy-two (72) hour period.
- B. No person shall park a vehicle on any street for the principal purpose of repairing or greasing a vehicle, except in emergency situations.
- C. No person shall leave or park a vehicle upon any portion of the street improvements between the back of the curb and the sidewalk.
- D. No person shall park a vehicle upon any street or roadway or public property or posted private property for the principal purpose of displaying such vehicle for sale or displaying advertising.
- E. Trailers weighing more than thirty-three thousand (33,000) pounds when en-route to City approved off-street parking. This exception does not apply to vehicles that carry corrosive, flammable or radioactive material.
- F. Parking on any public road facing oncoming traffic is unlawful; furthermore, parking in a manner in which the vehicles driver side door is curbside is unlawful.
- G. The Appeal Authority may grant approval for off-street parking. Before the Appeal Authority may grant or approve any such off-street parking, it must be shown that

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

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

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

- H. Except when under the direction of a law enforcement officer or authorized traffic controller.

10.16.080 Large Trucks In Residential Zones

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

When the vehicle is a school bus and is parked solely for the purpose of loading or unloading passengers.

When the vehicle is being used to deliver or remove household furniture or accessories to or from a specific residence or building.

When the vehicle is actively involved in permitted construction, landscaping, or other work on a specific residence or building.

When the vehicle is a trailer being loaded or unloaded.

When there is an emergency requiring the parking of a vehicle at a particular location.

10.16.080 Large Trucks In Residential Zones

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

When the vehicle is a school bus and is parked solely for the purpose of loading or unloading passengers.

When the vehicle is being used to deliver or remove household furniture or accessories to or from a specific residence or building.

When the vehicle is actively involved in permitted construction, landscaping, or other work on a specific residence or building.

When the vehicle is a trailer being loaded or unloaded.

When there is an emergency requiring the parking of a vehicle at a particular location

DISCUSSION

There have been recent complaints about large trucks parking in residential areas. The Police Department has indicated the heavy truck provisions in the parking ordinance are unenforceable and need to be updated to have realistic parking standards.

FISCAL IMPACT

Revising the code will make it more realistically enforceable and make it so staff's time is more effectively utilized, reducing City costs.

CONCLUSION

Updating the code will provide updated realistic standards for parking.

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue

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

Alternative 4 - Denial

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

ACCOUNTABILITY

Department: Planning
Staff member: Tony Kohler, Community Development Director
Jeremy Cook, City Attorney

EXHIBITS

1. Ordinance 2024-11 Amending Street Parking Regulations - 4859-5428-0595 - 4

ORDINANCE 2024-11

AN ORDINANCE adding or amending Heber City Municipal Code Sections 10.16.005, 10.16.030, 10.16.035, and 10.16.070 related to on and off-street parking regulations.

BE IT ORDAINED by the City Council of Heber City, Utah, that Heber City Municipal Code Sections 10.16.005, 10.16.030, 10.16.035, and 10.16.070 be added or amended as set forth in Exhibit A.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

To the extent that any ordinances, resolutions, or policies of Heber City materially conflict with the provisions of this Ordinance, they are hereby amended to comply with the provisions hereof.

This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL this _____ day of _____ 2024.

	AYE	NAY	ABSENT	ABSTAIN
Aaron Cheatwood	_____	_____	_____	_____
Michael Johnston	_____	_____	_____	_____
Sid Ostergaard	_____	_____	_____	_____
Scott Phillips	_____	_____	_____	_____
Yvonne Barney	_____	_____	_____	_____

APPROVED:

Mayor Heidi Franco

ATTEST:

RECORDER

Date: _____

Exhibit A

10.16.005 Definitions

A. “Agricultural vehicle” means a vehicular unit used primarily for the transporting of any farm commodity to or from a farm or the use directly in agricultural production. An agricultural vehicle does not include vehicles that do not directly support farming operations such as personal use vehicles.

B. “Commercial vehicle” means a truck, trailer, semi-tractor, semi-trailer, motorcoach or motor vehicle exceeding a rated capacity of two and one-half tons, used or maintained for the transportation of persons, property or materials that operates:

1. As a carrier for hire, compensation, or profit; or
2. As a carrier to transport the vehicle owner’s goods or property in furtherance of the owner’s commercial enterprise.

C. “Food cart” or “food truck” shall have the meaning set forth in Heber City Code 5.04.160.

D. “Front yard” means any property extending across the full width of a lot from the front line of the lot to the nearest wall of the main building situated on the lot, including, but not limited to, landscaping, and driveway(s).

E. “Recreational vehicle” means a vehicular unit other than a mobile home, primarily designed as a temporary dwelling for travel, recreational, or vacation use that is either self-propelled or pulled by another vehicle. “Recreational vehicle” includes:

1. A travel trailer;
2. A camping trailer;
3. A motor home; and
4. A fifth wheel trailer.

10.16.030 Unlawful Types Of Parking

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

- ~~1. No person shall park a vehicle on the public right-of-way for more than a consecutive seventy-two (72) hour period.~~
- ~~2. No person shall park a vehicle on any street for the principal purpose of repairing or greasing a vehicle, except in emergency situations.~~

- ~~3. No person shall leave or park a vehicle upon any portion of the street improvements between the back of the curb and the sidewalk.~~
- ~~4. No person shall park a vehicle upon any street or roadway or public property or posted private property for the principal purpose of displaying such vehicle for sale or displaying advertising.~~
- ~~5. Trailers weighing more than thirty three thousand (33,000) pounds when en-route to City approved off street parking. This exception does not apply to vehicles that carry corrosive, flammable or radioactive material.~~
- ~~6. Parking on any public road facing oncoming traffic is unlawful; furthermore, parking in a manner in which the vehicles driver side door is curbside is unlawful.~~
- ~~7. The Appeal Authority may grant approval for off street parking. Before the Appeal Authority may grant or approve any such off street parking, it must be shown that~~
 - ~~1. The use will not substantially affect the peace, safety or residential appearance of the immediate neighborhood;~~
 - ~~2. Prohibition of the parking of trailers under this chapter must have created a substantial hardship upon the applicant or the potential user of such off street parking and said hardship cannot be alleviated in some other reasonable and inexpensive and non-difficult manner;~~
 - ~~3. Special circumstances exist and if not for the granting of the privilege, the individual driver connected with the trailer would be substantially inconvenienced; and~~
 - ~~4. The parking area is not in the front yard of any lot.~~

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

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

~~H. Except when under the direction of a law enforcement officer or authorized traffic controller.~~

10.16.030 Unlawful Types Of Parking

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

- A. No person shall park a vehicle on the public right-of-way for more than a consecutive seventy-two (72) hour period.
- B. No person shall park a vehicle on any street for the principal purpose of repairing or greasing a vehicle, except in emergency situations.
- C. No person shall leave or park a vehicle upon any portion of the street improvements between the back of the curb and the sidewalk.
- D. No person shall park a vehicle upon any street, roadway or public property for the principal purpose of displaying such vehicle for sale or displaying advertising.
- E. No person shall park on any public road facing oncoming traffic or park in a way that the vehicles driver side door is curbside.

10.16.035 Special Parking Permit

A special parking permit may be approved by the Chief of Police or his designee to allow for parking of commercial vehicles, recreational vehicles, trailers, construction equipment, dumpsters or other equipment on any public street. A special parking permit may be granted based on the following conditions:

- 1. The permit is required for a temporary or special event such as a party, a movie production, a construction or landscaping project, for moving or temporary storage, or for a similar temporary or special use;
- 2. The parking will not impede traffic, visibility or result in any unreasonable safety concerns;
- 3. No reasonable alternatives exist to eliminate the need for on-street parking; and
- 4. The duration of the temporary permit is as short as possible.

Special parking permits shall generally not exceed a period of seven days.

10.16.070 Prohibited On-Street Parking

~~No non-motorized vehicle, recreational vehicle, construction vehicle, off-highway vehicle, farm equipment, construction equipment, dumpster, unmounted or unattached camper, boat, utility trailer, camper trailer, or any other type of trailer or any inoperable vehicle may not be parked, placed, stored, abandoned, or otherwise left on any public street, alley, sidewalk, park strip, or right-of-way at any time.~~

10.16.070 Prohibited On-Street Parking

A. Unless an individual has been issued a special parking permit, it is unlawful to park or store any:

- 1. Recreational vehicle, off-highway vehicle or trailer on any public street within a residential zone of the city for longer than 12 hours within any seven-day period. Any boats, trailers or other items that are intended to be towed by a vehicle must remain

- attached to the vehicle, and no persons may occupy any recreational vehicle overnight;
2. Dumpster, construction equipment, farm equipment or inoperable vehicle on any public street within a residential zone of the city;
 3. Agricultural vehicle, recreational vehicle, boat, or trailer within the front yard area (excluding a paved or gravel driveway or RV pad) of any residential zone of the city;
 4. Agricultural vehicle, recreational vehicle, boat or trailer on a driveway within 5 feet of a sidewalk (or street if sidewalk is not present);
 5. Commercial vehicle on any public street within a residential zone;
 6. Commercial vehicle on any public street for a period exceeding two hours; or
 7. Commercial vehicle on any lot or parcel within any residential zone of the city.
 8. Any food truck or food cart in any residential zone, except as provided for in Heber City Code 5.04.160.

B. This section shall not restrict the following:

1. Parking or stopping of a city vehicle, city equipment, law enforcement vehicle, emergency vehicle, or a vehicle owned and/or operated by a public utility, or vehicles or equipment owned by contractors of such parties.
2. Temporary parking of vehicles actively used to deliver building supplies and landscape materials to a property.
3. Temporary parking of moving trucks or other vehicles being used to deliver or remove household furniture, appliances or accessories to or from a specific residence or building.
4. Parking of a vehicle or trailer for a period of less than 24 hours if the vehicle is actively involved in permitted construction, landscaping, or other work on a specific residence or building.



Heber City Council Staff Report

MEETING DATE: 5/21/2024
SUBJECT: Smiths Marketplace requests development agreement for proposed signs located at 744 North Highway 40
RESPONSIBLE: Tony Kohler
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

Smiths Market Place is requesting approval of a development agreement to permit the construction of a 132.5 square foot, 20 foot tall multi-tenant sign at the new Smiths Market Place at 744 North Main Street. The request would consolidate what could be up to 6 permitted monument signs per the current sign ordinance on the site into 2 free standing signs and requests an additional 82.5 square feet over the maximum 50 square feet permitted by the ordinance for a Rural Iconic Sign.

RECOMMENDATION

Staff recommends approval of the proposed development agreement.

BACKGROUND

Smiths has been finalizing its sign design for the site and is looking to reduce the potential clutter of freestanding signs on the site. Smiths is asking to increase the size of its multi-tenant sign from 50 square feet to 132.5 square feet, and to limit the number of signs to only 2 freestanding signs instead of up to 6 freestanding signs. For monument signs, the ordinance permits up to 1 sign for each 200 feet of frontage. With approximately 1500 linear feet of frontage, the ordinance could permit 6 monument signs at 75 square feet each and a maximum height of 10 feet each, totaling around 450 square feet in signage. The proposed signs include the 132.5 square foot multi-tenant sign plus a 52.5 square foot gas price sign, totaling 185 square feet, which is 265 square feet less signage area than 6 monument signs would contain.

DISCUSSION

The State Code requires that deviations to the City's Zoning Ordinance be processed through a zone change process. On April 23, 2024, the Planning Commission held a public hearing to consider the

proposal to increase the permitted area from 50 square feet to 132.5 square feet and forwarded a positive recommendation of approval to the City Council.

FISCAL IMPACT

None.

CONCLUSION

The proposed development agreement is in the public interest as follows.

1. It promotes long-term civic beauty, consistent with the purpose of the sign ordinance, by eliminating the clutter of potential excess freestanding signs on the site from six free standing signs to only two freestanding signs.
2. The proposed signs are designed to be consistent with the design of the Smiths Market Place building.
3. The sign identifies the name of the development, London Village, which helps patrons rely less on signage and rely more on the development name/location.
4. The proposed sign area of 185 square feet for the two signs is less sign area than the 450 square feet of signage that would be permitted with 6 monument signs on the site.
5. The proposed sign plan is consistent with all other requirements for a Rural Iconic Sign as per the sign ordinance, including dark sky compliance, location requirements as follows.

Location Requirements

- All signs not attached to a building shall be a minimum horizontal distance of three feet (3') from the public right of way.
- All freestanding signs shall be at least their height in distance from an adjoining side property line.
- Signs which exceed three feet (3') in height from grade may not be placed within the sixty foot (60') "sight-line" triangle of motorists, defined as the intersection of two streets. For the intersection of a commercial driveway with a street, the clear view triangle is reduced to 30'.

Rural Iconic Sign Standards

- Distinctive Design
- Located in landscaped area of 200 square feet
- Complementarity design to building
- Exterior lighting or downward directed only
- Only within a Planned Shopping Center
- In the C-2, C-4 or MURCZ Zone, permitted as conditional use with approval by City Council Dark Sky Compliance
- External Illumination. The external illumination of signs shall utilize lighting fixtures that comply with the following: Backlit Illumination: The lighting element shall not be visible. Fixtures shall be full cutoff and fully shielded. Fixtures shall not permit light above a 90 degree angle perpendicular to the ground. Fixtures shall be counted toward the allowed lumens outlined in Section 18.78.040.2.
- Internal Illumination. The internal illumination of signs shall meet the following standards: Internal illumination is only permitted for the following signs: Channel letter and logo signs and Cutout signs. The lighting element shall not be visible. Damaged signs exposing the lighting element shall be promptly repaired. The sign lighting shall be turned off until the sign can be repaired.

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue

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

Alternative 4 - Denial

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

ACCOUNTABILITY

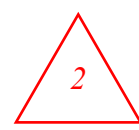
Department: Planning
Staff member: Tony Kohler, Community Development Director

EXHIBITS

1. Permitted Sign Placement Per Current Code
2. Pylon Sign Program 04022024
3. 041124-3Smiths214DevelopmentAgreement(JKGclean)
4. Sign Ordinance

Acceptance

City Engineer, Russell Funk, P.E.	Approval Date
Land Use Authority	Approval Date
Heber City Water Department	Approval Date
Heber City Public Works Department	Approval Date



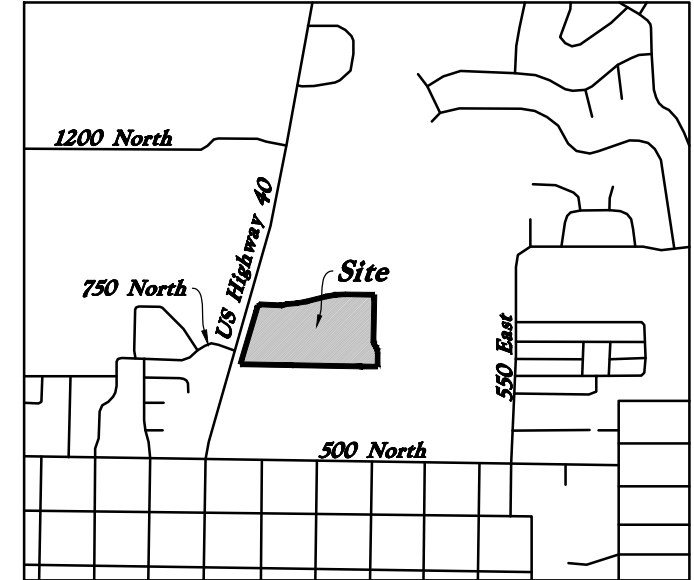
Site Data:

	Lot Area	Bldg. Area	Required	Provided	Impervious Area Provided	Landscape Required	Landscape to be Provided	% of Landscape
Smith's	493,588 S.F.	123,722 S.F.	309 Stalls (1 Stalls/400 S.F.)	511 Stalls	298,977 S.F.	50,318 S.F.	63,066 S.F.	13%
Pad A	71,130 S.F.	9,009 S.F.	16 Stalls (1 Stalls/400 S.F.)	38 Stalls	24,587 S.F.	4,866 S.F.	8,168 S.F.	11%
Fuel Center	71,414 S.F.	178 S.F.			63,827 S.F.	5,840 S.F.	8,057 S.F.	11%
Total	636,132 S.F.		325 Stalls (1 Stalls/400 S.F.)	549 Stalls	387,391 S.F.	61,024 S.F.	144,967 S.F.	13%

Accessible Parking per IBC Table 1106.1 & IBC 1106.5:

Total Parking	2% Required Accessible Parking	Accessible Parking Provided	Van Stalls Required	Van Stalls Provided
549 Stalls	11 Stalls	12 Stalls	2 Stalls	4 Stalls

Scale: 1" = 50'

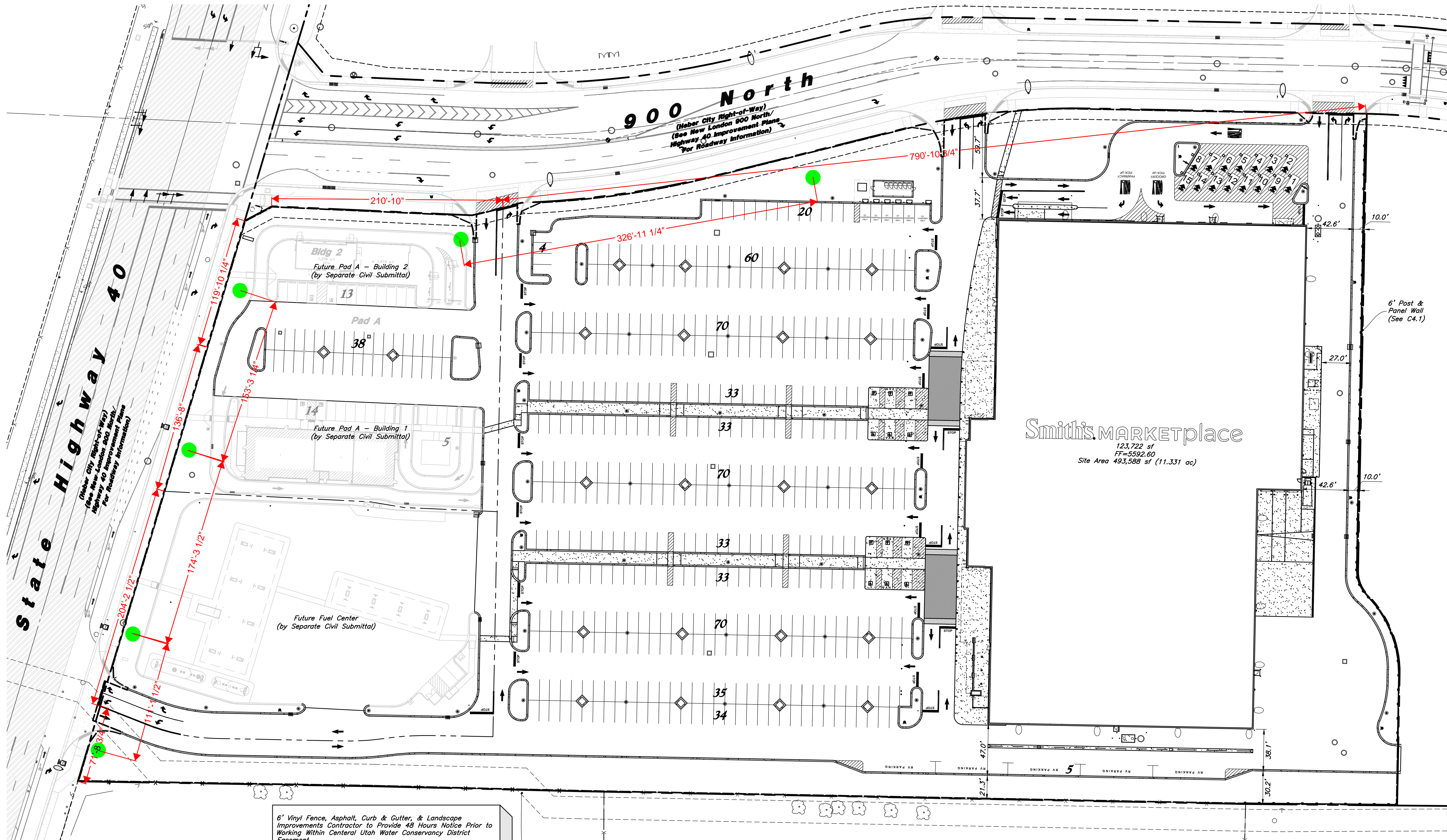


Vicinity Map

Not to Scale

GENERAL SITE PLAN NOTES:

- All Systems, Products, and Installations Shall be Guaranteed Against Any Defects for a Period of One Year from the Date of Store Opening. Correction or Replacement of Defective Materials and Workmanship Shall be the Responsibility of the Contractor.



6" Vinyl Fence, Asphalt, Curb & Gutter, & Landscape Improvements Contractor to Provide 48 Hours Notice Prior to Working Within Central Utah Water Conservancy District Easement.
Contact Heber Valley Office (435-654-4369)

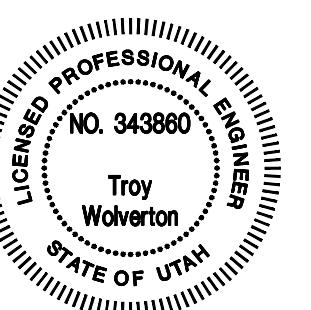
Smith's
FOOD & DRUG STORES

1550 South Redwood Road
Salt Lake City, Utah 84104
Telephone (801) 974-1400

#214
Heber City, Utah

ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 321-8529 - awahengineering.net

Overall Site Plan
Smith's Heber #214 Marketplace
900 North Highway 40
Heber City, Utah



2 May, 2022

SHEET NO.

C1.0

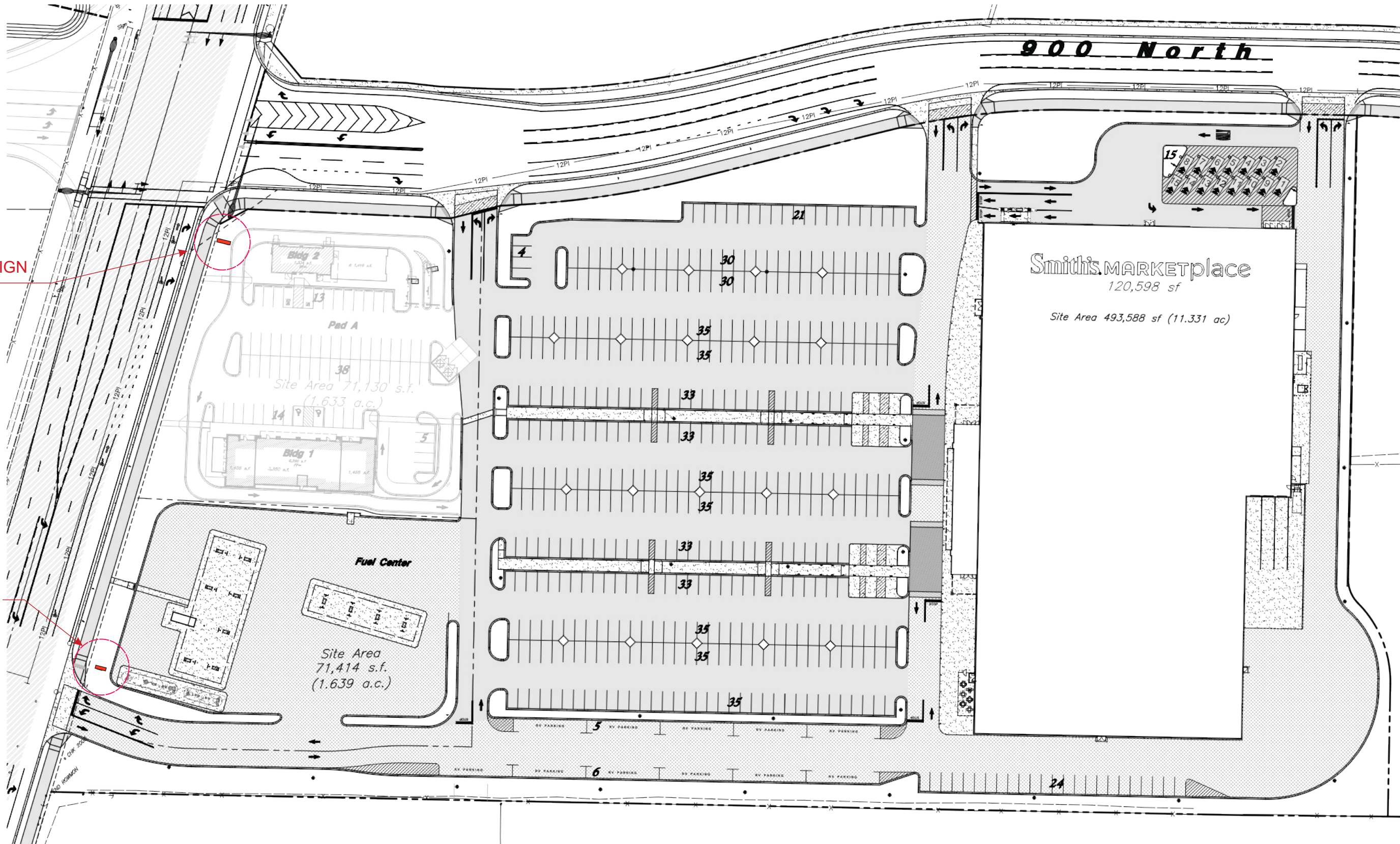


A

CENTER PYLON SIGN
20'-0" HEIGHT

B

FUEL MONUMENT
SIGN 8'-0" HEIGHT





golden west

ELECTRICAL SIGN COMPANY

"Industry leader in manufacturing and sign service since 1946"

www.goldenwestsigns.com

project name & location	SMITH'S MARKET PLACE 834 NORTH MAIN ST. HEBER CITY, UTAH
file name	j:\design 2022\Smith's\214 Heber City\Pylon Sign Program Rev1.cdr
manuf. file name	

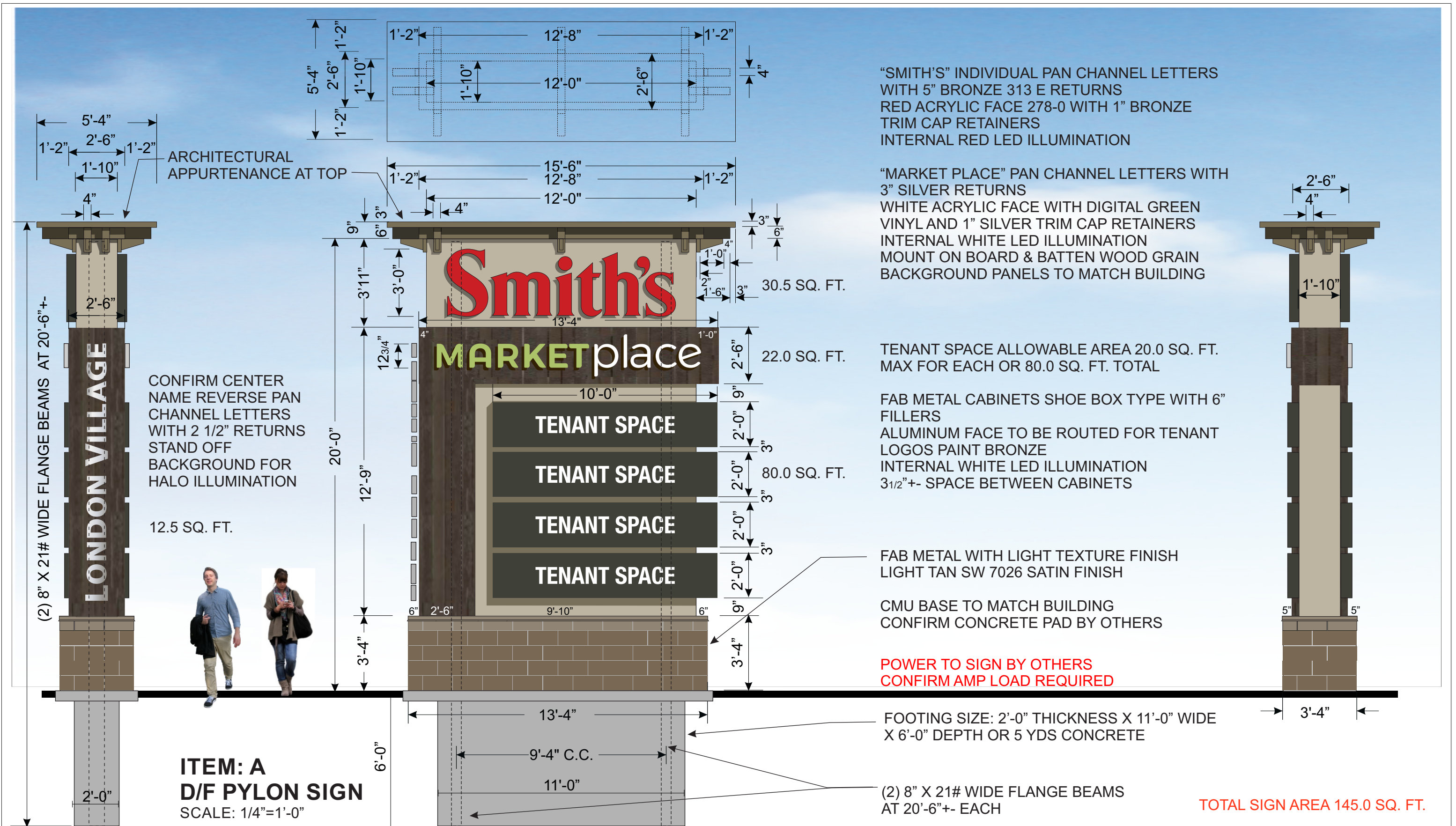
this artwork is produced under federal copyright laws & cannot be reproduced in whole or in part without permission of golden west advertising inc. all photos are to approximate scale.	
authorized signature _____	date approved _____

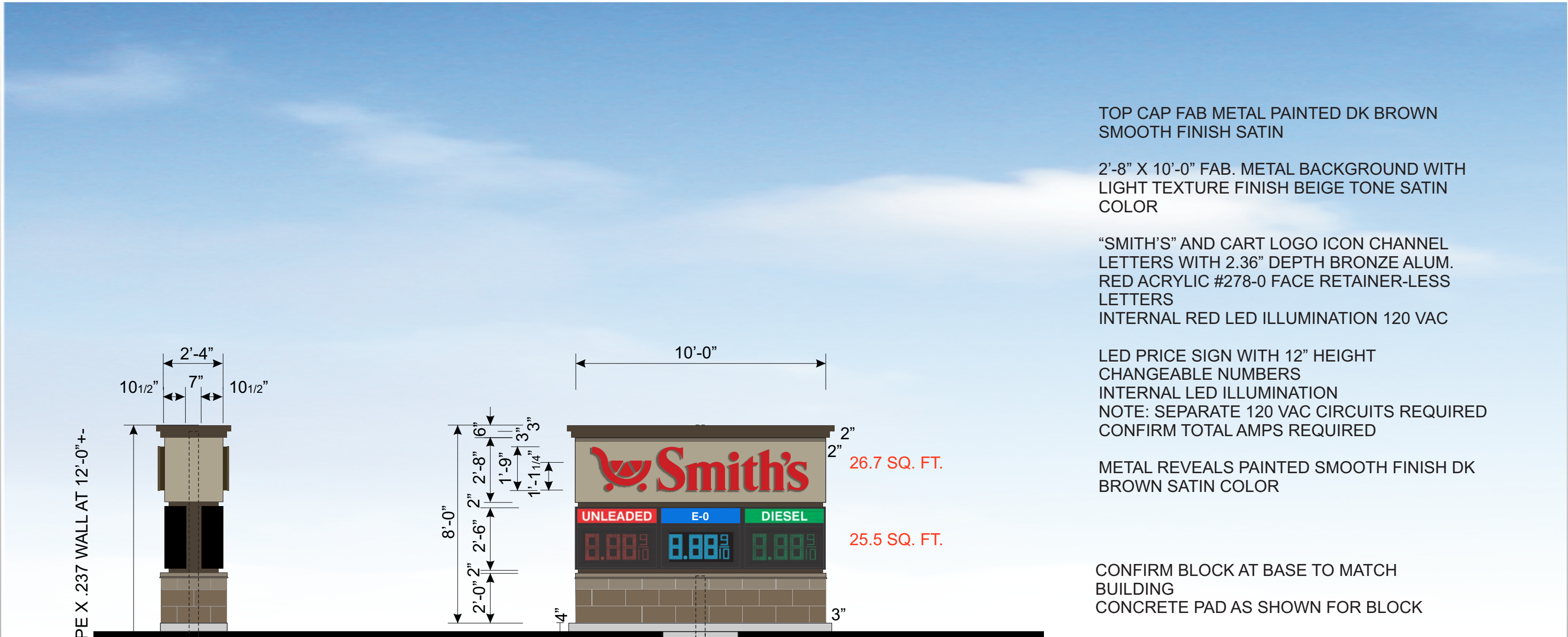
sales rep	bob moore
designer	bachman
complete date:	03/01/21
revision date	04/01/2024



design number

#214





TOP CAP FAB METAL PAINTED DK BROWN
SMOOTH FINISH SATIN

2'-8" X 10'-0" FAB. METAL BACKGROUND WITH
LIGHT TEXTURE FINISH BEIGE TONE SATIN
COLOR

"SMITH'S" AND CART LOGO ICON CHANNEL
LETTERS WITH 2.36" DEPTH BRONZE ALUM.
RED ACRYLIC #278-0 FACE RETAINER-LESS
LETTERS
INTERNAL RED LED ILLUMINATION 120 VAC

LED PRICE SIGN WITH 12" HEIGHT
CHANGEABLE NUMBERS
INTERNAL LED ILLUMINATION
NOTE: SEPARATE 120 VAC CIRCUITS REQUIRED
CONFIRM TOTAL AMPS REQUIRED

METAL REVEALS PAINTED SMOOTH FINISH DK
BROWN SATIN COLOR

CONFIRM BLOCK AT BASE TO MATCH
BUILDING
CONCRETE PAD AS SHOWN FOR BLOCK

FOOTING SIZE: (1 REQUIRED)
2'-0" X 3'-4" X 4'-0" DEPTH
1 YD CONCRETE

(1) 4" DIAM. PIPE X .237 W. SUPPORT COLUMN

POWER TO SIGN BY OTHERS
CONFIRM AMP LOAD REQUIRED
(2) SEPARATE CIRCUITS AT 120
VAC REQUIRED

ITEM: B
D/F FUEL MONUMENT SIGN
SCALE: 1/4"=1'-0"

NOTE: 6" HIGH CURB REQUIRED IN
SIGN AREA




golden west

ELECTRICAL SIGN COMPANY

"Industry leader in manufacturing and sign service since 1946"

www.goldenwestsigns.com

project name & location	SMITH'S MARKET PLACE 834 NORTH MAIN ST. HEBER CITY, UTAH	this artwork is produced under federal copyright laws & cannot be reproduced in whole or in part without permission of golden west advertising inc. all photos are to approximate scale.		sales rep bob moore				design number #214
				designer bachman				
file name	j:\design 2022\Smith's\214 Heber City\Pylon Sign Program Rev1.cdr	authorized signature _____	date approved _____	complete date: 03/01/21				
manuf. file name				revision date 04/01/2024				

PARCEL NOs.: 00-0021-1533; 00-0020-8452; and 00-0021-1532

RECORDING REQUESTED BY:
SMITH'S FOOD & DRUG CENTERS, INC.

WHEN RECORDED, MAIL TO:
SMITH'S FOOD & DRUG CENTERS, INC.
Attention: Nicholas Tompkins, Senior Asset Manager
c/o The Kroger Co.
1014 Vine Street
Cincinnati, Ohio 45202-1100 (Smith's 214)

SPACE ABOVE FOR RECORDER'S USE

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made to be effective as of the _____ day of _____, 2024 (the "Effective Date"), between **FRED MEYER STORES, INC.**, an Ohio corporation, herein called "Smith's", having an address of c/o The Kroger Co., 1014 Vine Street, Cincinnati, Ohio 45202-1100, Attention: Real Estate (Smith's 214), and **HEBER CITY**, a political subdivision of the State of Utah, herein called "City," having an address of 75 North Main Street, Heber City, Utah 84032. Smith's and the City are referred to in this agreement collectively as "Parties", and individually as a "Party".

RECITALS

- A. A Declaration of Easements, Covenants and Restrictions (the "**Declaration**") was recorded in the Office of the Wasatch County Recorder as Entry No. 509602, Book 1382, Pages 42 to 58 on October 26, 2021. The Declaration establishes and declares easements, signage, shared access, maintenance of property, obligations for improvement maintenance, use restrictions and related property management covenants between Smith's and Valley Hills, LLC relative to certain property (the "**Smith's Shopping Center**"), as more particularly described in Exhibit A as depicted on the Smith's Site Plan (the "**Site Plan**"), as more particularly shown in Exhibit B attached for ease of reference.
- B. The Declaration establishes criteria for the placement and construction of shopping center signage, and outlines provisions for a perpetual, non-exclusive sign easement for the construction, installation, use, maintenance, repair, and replacement of a shared shopping center sign ("**Declaration Sign**") as shown on Exhibit C attached for reference. The Declaration Sign was designed to comply and be in accordance with the, then current, provisions of Chapter 18.103 of the City Municipal Code.
- C. City regulates signage to reinforce the character of Heber City, which is defined as a rural community in a setting where views are highly valued, expansive open space is

preserved, the historical heritage is a theme, and high-tech lighted signs and extra tall pole signs are contrary to that character.

- D. City amended Heber City Municipal Code Chapter 18.104 North Village Overlay and Mountain Community Signs by Ordinance 2022-04 and 2022-05 on March 09, 2022 and April 5, 2022, respectively to create the current City Sign Code (*the “Sign Code”*).
- E. City repealed Chapter 18.103 Signs within Ordinance No 2022-04 resulting in the Smith’s Shopping Center Declaration Sign being nonconforming to the Sign Code. As a result, City staff is no longer authorized to issue a building permit to construct the Declaration Sign.
- F. Smith’s desires to obtain a building permit to construct a shorter, modified version of the Declaration Sign (the “*Master Sign Plan*”), as shown on Exhibit D attached for reference. The Master Sign Plan also includes the Smith’s fuel center monument sign, which complies with the Sign Code. The Smith’s fuel center monument sign is included to represent the monument signs permitted by this Agreement to be constructed within the Smith’s Shopping Center.
- G. The Smith’s Shopping Center is of such acreage and size, contains a number of tenants, and maintains sufficient street frontage that the Sign Code permits the potential for multiple signs to be permitted and constructed on site.
- H. The Parties desire to reduce sign clutter along Smith’s Shopping Center frontages, establish a Heber City north commercial shopping center destination, establish a sense of arrival into the north downtown commercial shopping district, maintain open views from the fronting public rights-of-way, reduce signage lighting, and preserve the City dark sky goals by reducing the size of Smith’s Shopping Center as set forth in the Master Sign Plan.

A G R E E M E N T

NOW THEREFORE, in consideration of the application fees, covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Capitalized Terms; Recitals. For purposes of this Agreement, capitalized terms not otherwise defined herein shall have the meaning ascribed to them under the Declaration. The Recitals set forth above are hereby incorporated into this Agreement as if fully remade herein.
2. Permitted Sign Code Deviations. City desires to amend Section 18.104.050 Monument/Landscape Signs to permit the deviations in height to 21 feet and allowable sign area to 75 square feet per side of sign, the Shopping Center name to be denoted on the end frame of the sign and the maximum overall sign area to be not greater than 330 feet. No deviations in Section 18.104.020(I) shall be permitted to maintain the City dark sky goals.

3. Master Sign Plan Approval. Smith's will design and construct a Shopping Center and Fuel Center Monument Signs as more particularly shown in Exhibit D, fronting Main Street (Highway 40) as permitted by City. The location and design of the Master Sign Plan to be constructed by Smith's is shown on the Site Plan and is hereby approved.

4. Recordation; Binding Effect. The parties agree that Smith's, at its cost and expense, shall record this Agreement to evidence the addition of the Master Sign Plan to the Smith's Shopping Center being subject to this Agreement. The covenants and obligations herein shall run with the land and be binding on the parties, their executors, administrators, successors and assigns.

5. Counterparts. This Agreement may be executed in counterparts, and when assembled, each counterpart shall constitute a full and complete Agreement. As the document is to be recorded, City agrees to provide Smith's at least one original inked and notarized signature page.

6. Notices. Any notice which is required, or which may be given pursuant to this Agreement is sufficient if in writing and given by hand-delivery or sent to a party by (i) certified or registered mail, postage prepaid, or (ii) nationally recognized overnight carrier (*e.g.*, FEDEX), addressed as first set forth above. A party may change the address for notice to it by giving a notice pursuant to this Section 6.

7. Indemnity. Smith's agrees to indemnify, release and defend with counsel of City's choice, and hold City, and its employees, officers, and agents harmless from and against any and all claims, demands, actions, or liability whatsoever, including, but not limited to, any bodily injury, property damage, cost, or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, to the extent resulting from (i) any intentional or negligent act or omission of Smith's or Smith's agents, (ii) any intentional or negligent or defective construction of any part of the Master Sign Plan during construction thereof, and (iii) liens or claims on the Declaration Sign by any persons providing materials and/or services related to such Improvements. Notwithstanding anything contained in this Section 7, Smith's shall not be responsible for any claims, damages, expenses or injuries arising from or relating to the negligent or willful acts or omissions of City, its employees, representatives, contractors or agents.

8. Authority and Authorization. City and Smith's each hereby represent and warrant that the execution and delivery of this Agreement by Smith's and City, respectively, and the performance of the terms hereof by Smith's, have been duly authorized through proper entity action, and upon full execution hereof, this Agreement will be binding on and enforceable against City and Smith's. City hereby represents and warrants to Smith's that the execution and delivery of this Agreement on the part of City by its Mayor and the performance of the terms hereof by City, have been duly authorized by the governing body of City and, upon full execution hereof, this Agreement will be binding on and enforceable against City.

9. Future Action. Nothing in the Agreement shall limit the future exercise of the police power by City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement; provided, however, that subject to Smith's performance of its obligations hereunder, Smith's shall have the vested right to develop the Smith's property and no such future exercise of the police power will disparately impact Smith's in relation to the general public and/or other developers of commercial property in City or materially alter the terms of this Agreement to the detriment of Smith's.

10. No Third-Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the Parties and their assigns. No other Party shall have any right of action based upon any provision of this Agreement whether as third-party beneficiary or otherwise.

11. Miscellaneous. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of City, which shall not be unreasonably withheld. This Agreement (including the Exhibits) contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto. In the event either party hereto commences legal action against the other to enforce its rights hereunder, the prevailing party in such legal action shall be entitled to recover from the other, in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental to such legal action. Should any part of this Agreement be declared invalid or unenforceable, the remaining part of the Agreement shall remain valid and enforceable. This Agreement may be executed in any number of counterparts, which may be transmitted originally or electronically, each of which shall be deemed an original and constitute one and the same instrument.

(signature pages to follow)

IN WITNESS WHEREOF, the Parties hereto have executed this Development Agreement as of the Effective Date.

FRED MEYER STORES, INC.,
an Ohio corporation

By: _____

Name: _____

Its: _____

STATE OF OHIO.....)

COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by _____, _____, of Fred Meyer Stores, Inc., an Ohio corporation, on behalf of the corporation.

Notary Public

My commission expires:

HEBER CITY,
a political subdivision of the State of Utah

By: _____

Name: _____

Its: _____

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

Before me, the undersigned authority, on this day personally appeared _____, as _____, of Heber City, a political subdivision of the State of Utah, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as authorized to act on behalf of Heber City.

Given under my hand and seal of office on this ____ day of _____, 2024.

Notary Public
Notary's name printed:

My Commission Expires:

EXHIBIT A

Smith's 214 Heber City Smith's Shopping Center

10 April, 2024

A part of the Northwest Quarter of Section 32, Township 3 South, Range 5 East, Salt Lake Base and Meridian in Wasatch County, Utah:

All of Parcel 1, assigned Parcel Id: 00-0021-1533, Serial: OHE-2086-0-032-035; and Parcel 3, assigned Parcel Id: 00-0020-8452, Serial: OHE-2039-0-032-035 of the SMC 214 Heber Parcel Line Adjustment, Filing Number 0003722 on October 19, 2021 in the Office of the Wasatch County Surveyors Office;

and

All of Lots 1 and 2 of the New London South Subdivision as recorded in the Office of the Wasatch County Recorder.

**Parcel 1 Contains
493,588 sq. ft.
or 11.331 acres**

**Parcel 3 Contains
71,414 sq. ft.
or 1.639 acres**

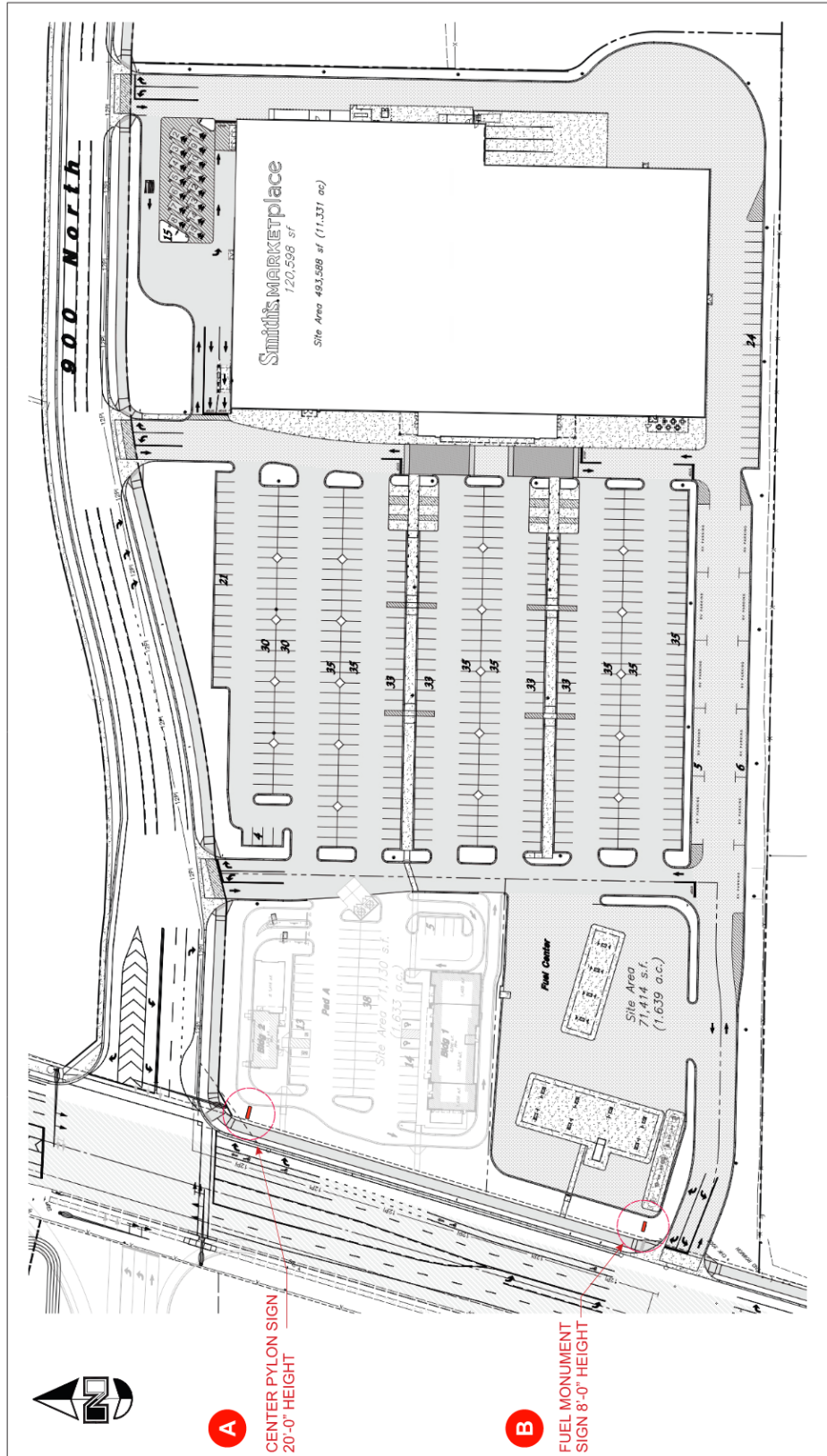
**New London South
Subdivision Contains
71,130 sq. ft.
or 1.633 acres**

**Total Combined
Contains
636,132 sq. ft.
or 14.603 acres**

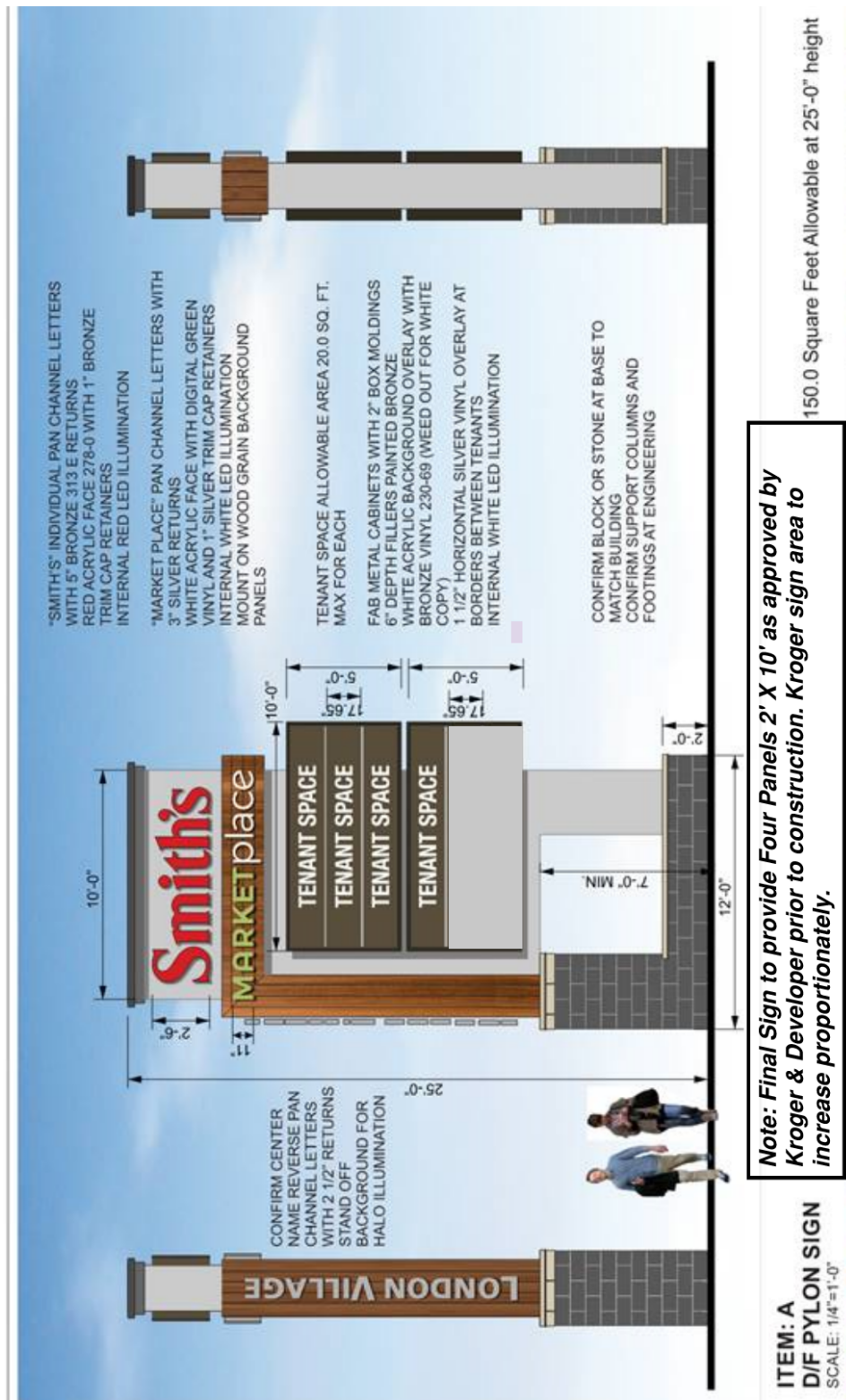
EXHIBIT B

Site

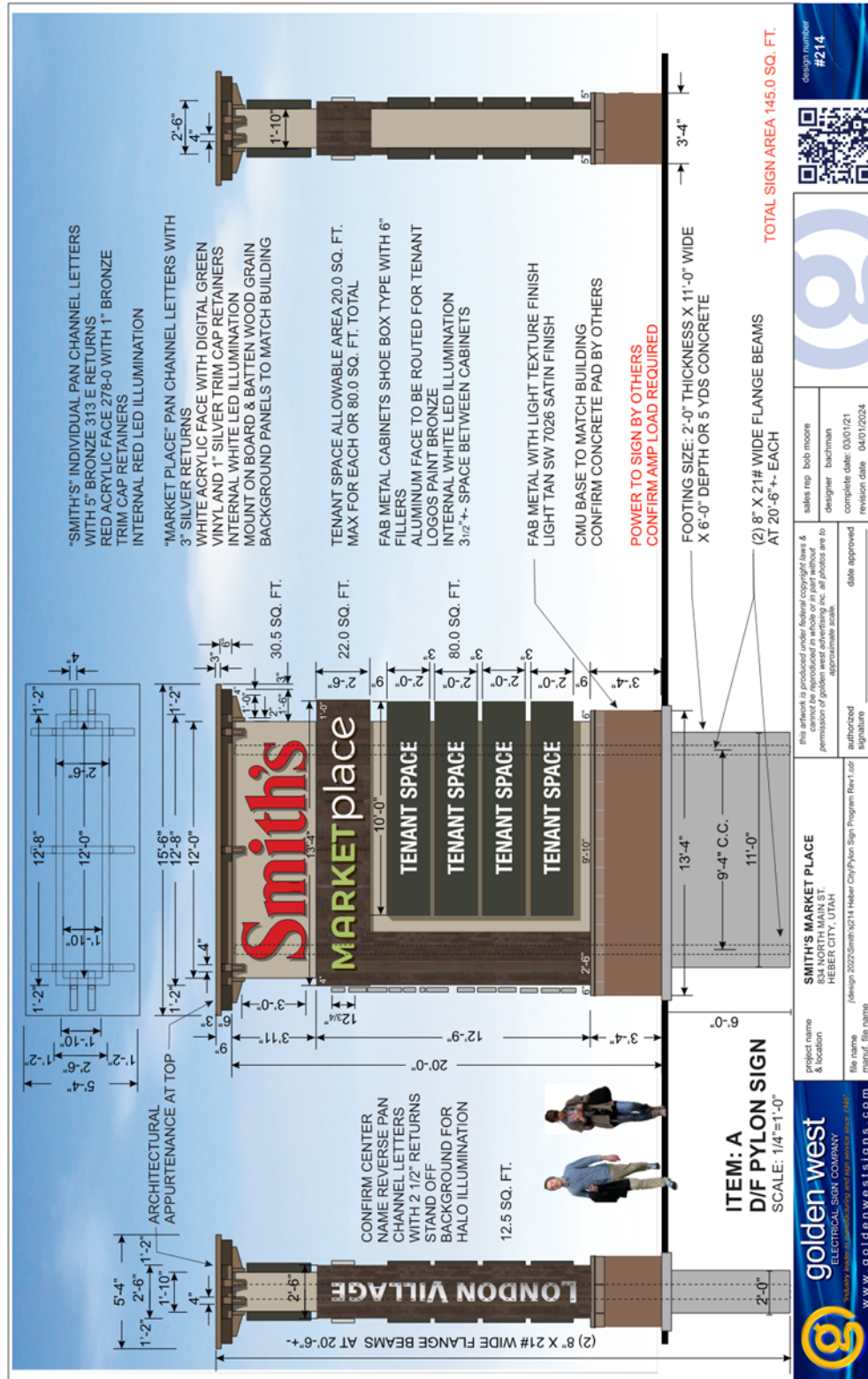
Plan



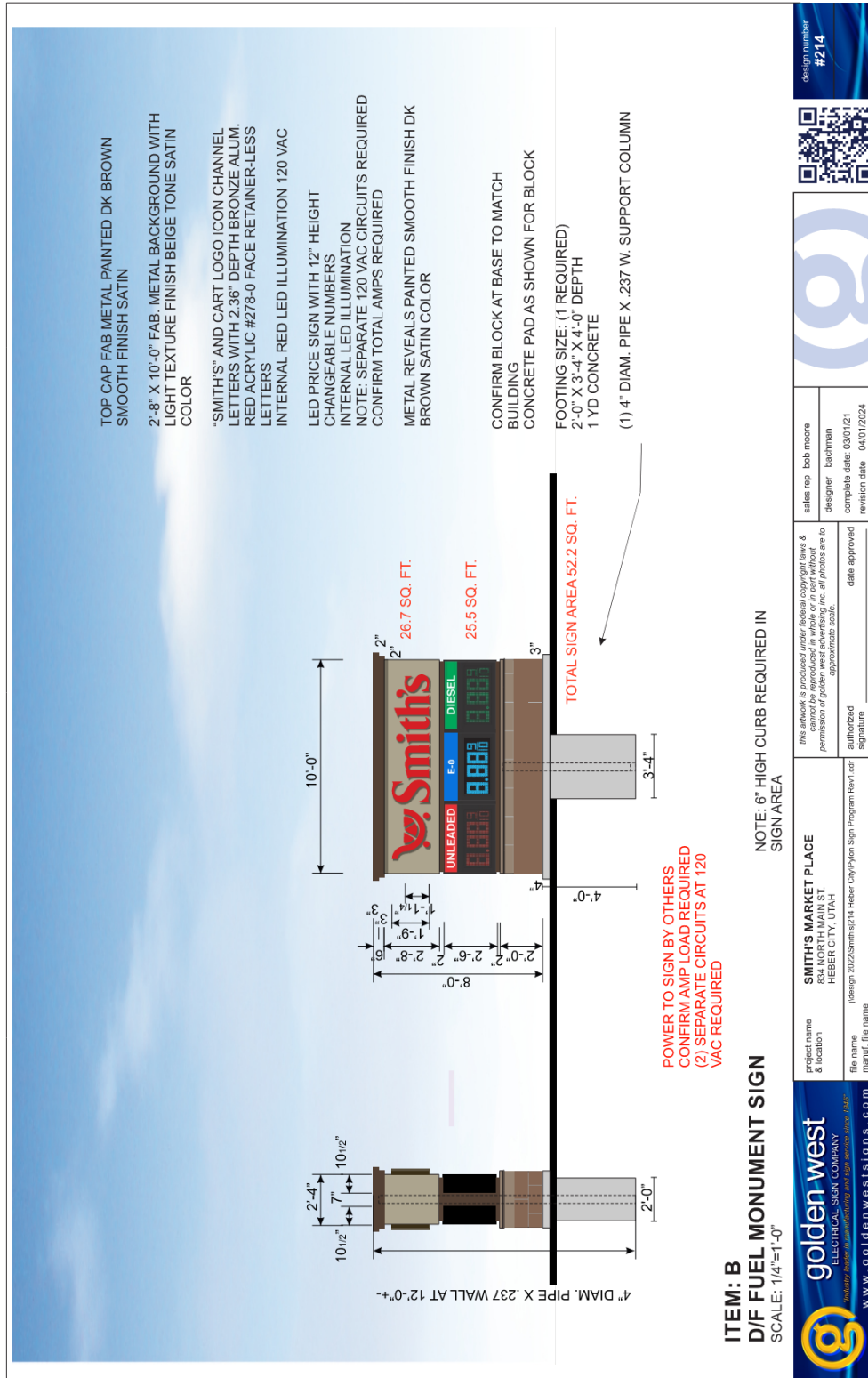
Declaration Sign



Master Sign Plan



Master Sign Plan



ORDINANCE NO. 2022-05

AN ORDINANCE AMENDING THE SIGN REGULATIONS OF HEBER CITY MUNICIPAL CODE.

BE IT ORDAINED by the City Council of Heber City, Utah, Heber City Municipal Code, Chapter 18.104 Signs, of Heber City Municipal Code, is hereby amended to read as follows:

Chapter 18.104 Signs

Sections

Section 18.104.010	Purpose, Scope and Applicability
Section 18.104.020	General Conditions for all Signs
Section 18.104.030	General Conditions
Section 18.104.040	Building Signs
Section 18.104.050	Landscape Signs
Section 18.104.060	Streetscape Signs
Section 18.104.070	Temporary Signs
Section 18.104.080	Non-conforming signs
Section 18.104.090	Sign Definitions

Section 18.104.010 Purpose, Scope and Applicability

- A. This Chapter, Chapter 18.104, shall regulate all signs located in Heber City
- B. This chapter provides standards for signage in terms of compatibility with surroundings and promotion of functional and attractive streetscapes.
- C. These regulations are composed to reinforce the character of Heber City, which is defined as a rural community in a setting where views are highly valued, expansive open space is preserved, the historical heritage is a theme, and high-tech lighted signs and extra tall pole signs are contrary to that character.
- D. The regulations contained herein are declared to be the maximum allowable for the purposes set forth. If the Planning Director determines that an application needs further interpretation, he/she may request planning commission review of a proposal. Any sign type not listed is not allowed.
- E. All permanent signs shall be processed as permitted uses. All temporary signs do not require any permits. Building permits are required for all permanent signs except painted wall signs. Face changes on permanent signs for maintenance or updating purposes do not require permits.

Section 18.104.020 General Conditions for all Signs

- A. **Materials:** All signs must be constructed out of high quality, durable, weather resistant, permanent materials. Exceptions: temporary signs (see temporary signs described in this section).
- B. **Sign Types:** Wall signs shall be the primary form of identification for a building or business.
- C. **Overall Composition:** Signs within a small development grouping (a courtyard or short promenade) and a large building group (such as student residences) shall be constructed with complementary styles and methods of construction (i.e., single pan channel letters, awnings, blade signs, etc.) along a combined building frontage.
- D. **General Location:**
 - 1. **Low profile/monument:** All signs not attached to a building shall be a minimum horizontal distance of three feet (3') from the public right of way. All freestanding signs shall be at least their height in distance from an adjoining side property line.
 - 2. **Vertical Separation and Sight Lines:** All exterior building attached signs shall be a minimum vertical distance of eight feet (8') from grade to their lowest point. Signs which exceed three feet (3') in height from grade may not be placed within the sixty foot (60') "sight-line" triangle of motorists, defined as the intersection of two streets. For the intersection of a commercial driveway with a street, the clear view triangle is reduced to 30'. (Sight line: Measured by intersecting lines parallel to the front of curb; finding the intersecting point; measuring back 60 feet in each direction and completing the triangle from those measurements).
- E. **Interpretation:** If there is a question of interpretation within the sign portion of this code, the Planning Director may interpret. If the applicant believes the Director's interpretation is in error, the applicant may request an appeal to the Appeal Authority.
- F. **Supports/Poles:** All supporting objects, poles, and any other means of attaching a sign anywhere (wall, earth, facade, etc.) shall be minimized or concealed so it is not visible, and shall incorporate colors, materials, and/or architectural features of its related building.
- G. **Maintenance:** Every sign shall be kept attractive and in complete operating condition. The required landscape area for freestanding signs shall be kept free from weeds, garbage and debris, and shall be maintained with a mix of evergreen and deciduous shrubs, as well as flowers. Maintenance includes the repair of facades, poles, and sign faces where signs have been removed or damage has occurred; and the painting, rust removal, cleaning and repairing of a sign. Maintenance does not include structural alterations, cosmetic or style changes, enlargements or face changes. Unsafe signs shall be repaired or removed.
- H. **Traffic Safety:** No sign or other advertising structure shall be erected which in any manner may be confused with an official traffic sign or signal, or which bears words normally used in such signs, i.e., stop, go, slow down, caution, danger, warning, etc. A sign or advertising structure shall not be erected which by reason of size, location, shape, content, coloring or manner of illumination might be confused as a traffic control device. No sign shall have lighting which impairs the vision of anyone traveling upon a public street, or distracts a driver so as to create a public nuisance or endangerment.
- I. **Lighting:** All sign lighting shall be downward directed and shielded to support the City's dark sky goals.

1. External Illumination. The external illumination of signs shall utilize lighting fixtures that comply with the following:
 - a. Fixtures shall be full cutoff and fully shielded.
 - b. Fixtures shall not permit light above a 90 degree angle perpendicular to the ground.
 - c. Fixtures shall be counted toward the allowed lumens outlined in Section 18.78.040.
2. Internal Illumination. The internal illumination of signs shall meet the following standards:
 - a. Internal illumination is only permitted for the following signs:
 - i. Channel letter and logo signs
 - ii. Cutout signs
 - b. The lighting element shall not be visible. Damaged signs exposing the lighting element shall be promptly repaired. The sign lighting shall be turned off until the sign can be repaired.
3. Backlit Illumination.
 - a. The lighting element shall not be visible.
- J. Properties with insufficient widths to meet the sign frontage standards identified in the following sections, shall be entitled to one shopfront/wall sign (15% of the front façade).
- K. **Prohibited Signs and Conditions.** The following signs are prohibited unless expressly permitted elsewhere in this code:
 1. Wind, hot or cold air balloons, inflatables, flashing or blinking signs, chaser lights, laser beams, animated signs, and any signs that move or include moving parts.
 2. Statuary/Sculpture used for signage (not including artistic statuary). Statuary/Sculpture of extremely high quality and material may be approved by the Planning Director if it reflects the rural, historical, or mountain themes of the community.
 3. Billboard/off premise signs are prohibited.
 4. Signs within the public right of way, except, public necessity signs, community banners located on approved streetlights, and one A frame sign per business located directly in front of the business in commercial districts on Main Street between 600 N and 600 S, or 600 West between 100 North and 300 South and NVOZ Village Centers.
 5. Signs projecting above the roof eave or cornice, roof signs and temporary signs (that are not listed in this code).
 6. No sign, except awning signs, shall extend over to interface with a pedestrian or vehicular access area; interfere with a fire escape, exit, stairway, door ventilator or window; be located within a power line easement without the power company's approval.
 7. Neon lighting or neon signage shall not be employed so as to accentuate the outline of a building.
 8. Digital signs, Electronic message centers, animated signs, flashing signs, except signs displaying gas prices (number messages only)
 9. Banners, A-frame signs, except as may be expressly permitted elsewhere in this code and movable or portable signs, snipe signs.

10. Signs shall be located to not obscure key architectural details of the building or its' setting.
11. Murals that contain advertising messages.
12. Pole signs are prohibited

Section 18.104.030 General Standards

Sign Type Number	Height and Width	Amount and/or Location	Where allowed
Directional or instructional. One per driveway	4'0" maximum height and 4 sq. ft. maximum size	3 per (final) ownership parcel	All zones
No trespassing or no dumping. One per frontage	4'0" maximum height and 4 sq. ft. maximum size	4 signs per ownership parcel	All zones
Plaques, nameplate signs, identification or commemorative plaques. One per door.	Maximum size of 2 sq. ft.	4 signs per ownership parcel	All zones
Flags: Flags, emblems, or insignia.	No limit. Size may not create a noise nuisance. 25 foot pole height limit max.	No limit	All zones
Memorial signs: Memorial signs with names of buildings and date of ground breaking cut into masonry or inlaid as part of the building.	No limit	No limit	All zones
Notice bulletin boards/kiosks. One per frontage.	Maximum size of 24 sq. ft.	1	All zones
Holiday decorations: Noncommercial signs of a decorative nature, clearly incidental and commonly associated with the appropriate national, local, or religious holiday.	No limit. Must be completely on site with the building or ownership sponsoring or constructing the sign.	No limit.	All zones
Home Occupation Unlit Wall signs. One per home occupation business.	Maximum size of 4 sq. ft.	1 located on the front facade	All zones

Section 18.104.040 Building Sign Standards

Sign Type	Configuration	Components	Where allowed
Shopfront and wall: 2 signs on the primary facade; 1 parallel and 1 perpendicular/blade/projecting	Height and width, wall sign: 15% of facade (primary wall), 5% of any other facade	Composition: Wall signs may not project above, or be mounted above the eave or roof	C-2, C-3, C-4, I-1, I-2, BMP, CMP, PF, MURCZ,

Sign Type	Configuration	Components	Where allowed
sign (see below standard for parallel and perpendicular signs). Plus 1 additional suspended (if arcade building type) per business.	Height and width, perpendicular sign: One-dimension (depending on vertical or horizontal orientation) shall not exceed 2'6". Any projecting sign must have a minimum clearance of 8'0" above the public right of way. All object, bands, background of any kind used for the benefit of the sign (unless a distinct architectural feature) will be used to calculate the dimension. There must be a minimum of 15'0" between suspended signs and perpendicular/blade signs.	line, whichever is lower. False facades to accommodate larger signs are not permitted. Shall be complementary to the building material and color, with differences in material or finish to be minor, i.e., not jarring or competitive.	MCZ, RC, PC, NVOZ
Window signs: Window paint, plastic, films, or a high quality paper (inside only). The material should not deteriorate for a minimum of 30 days.	Height and width: The area of any window sign, except window films on non-primary streets/alleys, shall not exceed 20% of the window (a single window unit or panel; not the entire glass area of a building or facade) on which it resides.	Composition: Lettering shall be displayed on the glass with no background (clear glass) or with translucent background if very small (less than 4 sq. ft. in area). Window films on non-primary streets and alleys may cover 100% of the windows Limited to non-residential uses.	C-2, C-3, C-4, I-1, I-2, BMP, CMP, PF, MURCZ, MCZ, RC, PC, NVOZ
Marquee	1 per business, minimum 8 foot clearance above sidewalk, and maximum 15% of facade (primary wall). May include physically changeable copy	Limited to theater and performing arts uses	C-3, Village Centers in NVOZ
Neon signs (inside window, in storefronts) One per business.	Maximum area: 6 sq. ft.	Limited to non-residential uses	C-2, C-3, C-4, I-1, I-2, BMP, CMP, PF, MURCZ,

Sign Type	Configuration	Components	Where allowed
			MCZ, RC, PC, NVOZ
Awning signs: Shall be complementary to the building material and color, with differences in material or finish to be minor.	Height and width: The sign shall have a minimum clearance of 8'0" above the public right of way. Such signs shall not project more than 5' nor be less than 2'.	Composition: Lettering shall not exceed 5" on awnings. Awning signs shall not project above any part of the roof line. Text/lettering may cover up to 40% of the awning's surface. Limited to non-residential uses	C-2, C-3, C-4, I-1, I-2, BMP, CMP, PF, MURCZ, MCZ, RC, PC, NVOZ
Canopy/gas island: Shall be complementary to the building material and color.	Height and width: Height shall not exceed 20'0" from grade and no canopy fascia may exceed 4'0" in height. Individual letters, logos, or symbols may not exceed 3' in height or project out from the canopy more than 18". Shall not exceed 15% of the area of the side of the canopy in which it is located. May include physically changeable copy. Gas price signs may include electronic changeable copy for the prices only.	Composition: The canopy shall not extend more than 10'0" from the pump and street side edges shall not encroach on the ROW closer than 10' Lighting: The island shall have sufficient lighting for safety, with light levels between 0.1 to 1.0 foot-candle (depending on the circumstance). The light may be downward directed outside of the canopy area. Limited to non-residential uses	C-2, C-4, I-1, I-2, MURCZ, MCZ, NVOZ
Roof Signs.	Area shall not exceed 15% of the front flat wall area of the first floor or story of the building, or 300 square feet, whichever is less.	Shall not extend above the top of any roof line. Limited to non-residential uses	C-2, C-3, C-4, PF, MURCZ, PC
Painted Wall Sign	15% of facade (primary wall), 5% of facade any other wall.	Fluorescent paint prohibited. Shall not obscure key architectural	C-2, C-3, C-4, I-1, I-2, BMP, CMP, PF,

Sign Type	Configuration	Components	Where allowed
		features of the building.	MURCZ, MCZ, RC, PC, NVOZ
Menu Board	2 per business, not located in front yard. May include physically changeable copy. Limited to rear building locations only in the C-3 zone.	Maximum size of 30 sf and maximum height of 6'	C-2, C-3, C-4, I-1, I-2, BMP, CMP, PF, MURCZ, MCZ, RC, PC, NVOZ
Blade/Projecting sign	One per business, limited to 12 sf, with 8' minimum clearance above any sidewalks	No lighting allowed	C-3 and Village Centers in NVOZ
Rural Iconic signs	One per frontage Unique distinctive designs that reinforce the rural character of Heber. Up to 50 square feet of sign area.	Shall be located in a landscaped area at least 200 square. Shall be complementary to the building materials and color, with differences in material or finish to be minor, i.e., not jarring or competitive. External lighting, downward directed only. For use only by Planned Shopping Center/Commercial Complex.	C-2, C-4, MURCZ, as a conditional use with final approval by the City Council

Section 18.104.050 Monument/Landscape Signs

Sign Type	Configuration	Components	Where allowed
Low Profile/Monument types: Shall be complementary to the adjacent building(s) in material and color. All	Height and width: The sign must not exceed 10' in height from its site grade or from the nearest public right of way. Location: The sign shall be placed in a	Context and setting: Monument signs shall have a minimum of 3'0" of landscaping (a minimum of 6'0" if along a major thoroughfare) around the base of the sign, including shrubs, flowers, and ground cover. Structural support poles shall be	C-2, C-4, I-1, I-2, BMP, CMP, PF, MURCZ, MCZ, RC, PC, NVOZ Permitted in all residential zones as part of the subdivision

Sign Type	Configuration	Components	Where allowed
monument signs must include a masonry (or stone) base (between 1'0" and 2'0" in height). One for every 200' of frontage	minimum of 3'0" from the public right of way, with a minimum of 100' between monument signs. Signs shall be set back at least their height or width (whichever is greater) from any adjoining side property line. May include physically changeable copy and such signs are subject to clear view provisions (see D (2))	concealed. The maximum square footage of the sign (not including the masonry base) shall not exceed 30% of the street frontage length (example: 100 linear feet x 30% = 30 sq. ft.), with a maximum of 100 sq. ft. Lighting: Monument signs shall be externally illuminated, without glare to passersby and downward directed and shielded to prevent light spillage onto the roadway or use individually constructed letters with internal lighting (all wiring, mounting brackets, bolts, tracks, etc., shall not be visible).	approval process when utilized for a neighborhood identification sign and for existing neighborhoods with a known identity, except height shall be limited to 6'.

Section 18.104.060 Streetscape Signs

Sign Type	Where allowed
<p>Public necessity signs: Permanent materials shall be used; good quality and attractive. Height and width: Shall meet the minimum and maximum standards of the regulating entity. Installed as required by the City Engineer, Public Works Director or other applicable regulating entity. Community signs – maximum size of 32 sf, maximum height of 12' for up to 30 days.</p> <p>Community signs, streetlight banners, as approved by the Public Works Director and the Planning Director. See banner policy</p>	All zones

Section 18.104.070 Temporary Signs*

Sign Type	Configuration	Number/Components	Where allowed
Going out of business: Signs announcing the closing of a business or ownership.	A maximum height of sign face of 8' and a maximum size of 64 sq. ft. A maximum overall height of 10' of combined sign and base/support.	3 per business. Must be located entirely on private property, but may be located within 1 block off site. Requires written permission of the private property owner(s) where the signs are to be located. 90 day (maximum) period. Limited to non-residential zones	C-2, C-3, C-4, I-1, I-2, BMP, CMP, PF, MURCZ, MCZ, RC, PC, NVOZ
Directional development signs: Temporary directional signs for new subdivisions and planned unit developments being marketed or constructed. One on-site construction/development sign.	Height and width: A maximum height of sign face of 8' and a maximum size of 64 sq. ft. A maximum overall height of 10' of combined sign and base/support.	3 per development. Must be located entirely on private property, but may be located within 1 block off site. Requires written permission of the private property owner(s) where the signs are to be located. 90 day (maximum) period.	All zones
Gas pump signs: Shall be complementary to the building material and color. To prevent advertising above gas pumps, a high quality	Height and width may not exceed the base of the standard gas pump. The height and width of the temporary sign must fill the base area completely, replacing	The sign(s) shall be placed within a permanent sign enclosure only (on the base of each side of the pump). 1 double faced permanent sign	C-2, C-3, C-4, I-1, I-2, MURCZ, MCZ, NVOZ

Sign Type	Configuration	Number/Components	Where allowed
changeable copy sign (bottom portion of the gas pump itself only) may be used to advertise.	the typical plastic panel in some manner.	(changeable) for each type of fuel sold is allowed per gas island. Limited to non-residential uses	
Fabric Banners: Special promotion, seasonal, grand opening	A maximum height of sign face of 3' and a maximum width of the tenant space is permitted.	One banner shall be placed on 1 wall. The sign shall not interfere with a window, ingress/egress, lighting, or mechanical equipment. Limited to non-residential uses	C-2, C-3, C-4, I-1, I-2, MURCZ, MCZ, NVOZ
A-frame: Special promotion, grand opening, going out of business.	A maximum height of sign face of 3' and a maximum width of 3' is permitted. Bottom edge shall be weighted.	Only allowed in ROW in commercial districts on Main Street and 600 West (see J (4) and Villages Centers in NVOZ. Plastic materials only but may include a chalk board. One per business Limited to non-residential uses	C-3, MCZ, NVOZ
Window signs: Signs placed inside a window for temporary advertisement.	A maximum of 20% of a window panel area may be used for a permanent (changeable) sign or temporary advertisement.	1 per building side, mounted from the inside of the building. Limited to non-residential uses	C-2, C-3, C-4, I-1, I-2, BMP, CMP, PF, MURCZ, MCZ, RC, PC, NVOZ
Post and stake signs: Signs mounted to posts, poles, or stakes, and in any way attached to the ground.	A maximum height of 4' and a maximum size of 20 sq. ft. is permitted. A maximum overall height of 10' for combined sign and base/support. Such signs may be used for home occupations in any residential zone, but are limited to 4'square foot and shall be setback at least 5' from the ROW.	1 per street front. Limited to non-residential uses	C-2, C-4, I-1, I-2, BMP, CMP, PF, MURCZ, MCZ, RC, PC, NVOZ R zones for home occupations.
Political Signs:	Shall not be placed	No limit. Political and	All zones

Sign Type	Configuration	Number/Components	Where allowed
political or campaign signs on behalf of candidates for public office or measures on ballots.	within the 60 foot sight triangle, nor in any other location that creates a vehicular or pedestrian traffic visibility hazard.	campaign signs may be placed only with the approval of the property owner and must be placed on private property and not on public property or in a public right-of-way.	
Real estate and Development signs: any sign used to advertise the sale, development, or lease of an individual property.	8 foot max height. The sign shall not be located in the public right of way.	1 sign permitted per-street frontage.	All zones
* No temporary sign may be displayed for longer than 3 months. No temporary sign shall be considered a permanent sign. All temporary signs shall be maintained in a new appearance with no torn fabrics, faded lettering or designs, etc.			

Section 18.104.080 Non-Conforming Signs

- A. Moving, Extensions Or Alterations: A nonconforming sign shall not be reconstructed, raised, moved, replaced, extended, altered, or enlarged unless the sign is changed so as to conform to all provisions of this chapter. A nonconforming sign may be temporarily removed for routine maintenance and reinstalled in the same location and manner. When a change of use occurs, the new use shall extinguish the non-conforming nature of the existing sign and construct a conforming sign. Alterations shall also include the changing of the text or message of the sign as a result of a change in use of the property. Alterations shall not be interpreted to include changing the text or copy on multi-tenant, theater signs, or other similar signs which are designed to accommodate changeable copy. Specific modifications may be permitted to nonconforming signs designated as historic signs (50 years or older and having cultural and architectural design significance) as per review and approval by the City Council.
- B. Unsafe Signs: If an unsafe or dangerous sign is not repaired or made safe within five (5) working days after the building official or code enforcement officer gives notice pursuant to section C, the building inspector may abate and remove the sign, and the person having charge, control or benefit of any such sign shall pay to the city the costs incurred in such removal within thirty (30) calendar days after written notice is mailed to such person.
- C. Non-maintained, Unsafe, Or Abandoned Signs: The building official or code enforcement officer may require each non-maintained, unsafe, or abandoned sign to be removed from the building or premises when such sign has not been repaired or put into use by the owner, person having control or person receiving benefit of such structure within thirty (30) calendar days after notice of non-maintenance or abandonment is given to the owner, person having control or person receiving the benefit of such structure.
- D. Illegal Signs: If an illegal sign is not brought into compliance with the provisions of these sign regulations within thirty (30) working days after the building official or code enforcement officer gives notice pursuant to subsection C of this section, the building

inspector and/or code enforcement officer may abate and remove the sign, and the owner, person having charge, control or benefit of any such sign shall pay to the city the costs incurred in such removal within thirty (30) calendar days after written notice is mailed to such person.

- E. Restoration Conditions: Nonconforming signs which have been allowed to deteriorate or which have been damaged by fire, explosion, act of God or damaged by any other cause, to the extent of more than sixty percent (60%) of their replacement value shall, if repaired or rebuilt, be repaired or rebuilt in conformity with the regulations of this chapter, or shall be removed.

Section 18.104.090 Sign Definitions

- A. Sign. Every advertising message, announcement, declaration, demonstration, display, illustration, insignia, surface, or space erected or maintained in view of the observer thereof for identification, advertisement, or promotion of the interests of any person, entity, product, or service. The definition of sign shall also include the sign structure, supports, lighting system, and any attachments, ornaments or other features used to draw the attention of observers. This definition does not include any flag, badge, or insignia of any government or governmental agency erected for and used to identify said government or governmental agency.
- B. Sign, A-Frame. Any portable sign, structure, or configuration composed of 1 or 2 sign faces mounted or attached back-to-back in such a manner as to form a basically triangular vertical cross-section.
- C. Sign, Abandoned. A sign which no longer correctly directs or influences any person, advertises a bona fide business, lessor, owner, product or activity conducted or available on the premises where such sign is displayed.
- D. Sign, Animated. A sign which involves motion or rotation of any part by mechanical or artificial means or displays flashing or intermittent lights.
- E. Sign Area. The area of a sign that is used for display purposes, excluding the minimum frame and supports. In computing sign area, only one side of a back-to-back or double face sign covering the same object shall be computed when the signs are parallel or diverge from a common edge by an angle of not more than forty-five degrees. In relation to signs that do not have a frame or a separate background, sign area shall be computed on the basis of the least rectangle, triangle or circle large enough to frame the display, with posted copy.
- F. Sign, Awning. An awning having copy or logo, or which is back-lit or externally illuminated or a non-illuminated which does not have an architecturally compatible color and design with the structure.
- G. Sign, Off Premise/Billboard. An advertising sign which directs attention to a business, product, commodity, or services not related to the premises on which it is erected, and which is designed and constructed for the display of a temporary and changeable face advertising such business, product, commodity, or service, for which a sign permit is not required for the face change of the sign.
- H. Sign, Changeable Copy. A sign on which the copy is changed manually such as a reader board with changeable letters, and electrically controlled time and temperature signs. It does not include poster panels or painted signs.

- I. Sign, Cutout. A sign with an opaque cabinet face and semi-opaque lettering, permitting only the lettering to be illuminated.
- J. Sign, Digital. A sign where the content of the sign is projected through the use of electronic devices or technology. Such signs include, but are not limited to, electronic message centers, LED, LCD, or Plasma screens, and projectors.
- K. Sign, Festive Flag Banner. A flag or banner constructed of cloth, canvas or light fabric that is hung from a light pole. The flag/banner shall contain no advertising except for cultural events; i.e., Wasatch County Fair Days, special holidays/seasons, etc.
- L. Sign, Flashing. A sign or parts thereof which is intermittently on and off or which revolves in such a manner to create the illusion of being on and off, with the exclusion of time and temperature signs.
- M. Sign, Flat. A sign erected parallel to and attached to the outside wall of a building and extending out not more than eighteen inches from such wall with messages or copy on the face side only.
- N. Sign, Floodlighted. A sign made legible in the absence of daylight by devices which reflect or project light upon it from a downward angle.
- O. Sign, Free-Standing (or Pole Sign). A sign supported by a fixed permanent form(s) or support(s) in the ground.
- P. Sign, Monument Sign/Low Profile. A low sign where the extent of the sign surface is attached to the ground or a foundation in the ground, and where there are no poles, braces, or other visible means of support other than attachment to the ground. Includes neighborhood identification signs provided for new subdivisions and for existing areas with known neighborhood identity.
- Q. Sign, Guide and Directional. Signs containing directional information about public places owned or operated by Federal, State, or local governments or their agencies; public or privately owned natural phenomena, historic, cultural, scientific, educational, and religious sites; and areas of natural beauty or naturally suited to outdoor recreation. Directional signs may also be erected for the purpose of facilitating or controlling the efficient or safe movement of pedestrians or vehicles on or into private property, and shall be located on the properties on which they pertain. No such sign is to be used for advertising purposes and shall not exceed 6 square feet in area.
- R. Sign, Home Occupation. An unlit sign identifying a home occupation legally existing on the premises.
- S. Sign, Illuminated. A sign which has characters, letters, figures, designs, or outlines illuminated by electric lights or luminous tubes as part of the sign proper.
- T. Sign, Interior. A sign located within a building so as to be visible only from within the building in which the sign is located.
- U. Sign, Marquee or Canopy. A sign attached to or constructed in or on a canopy or marquee and as defined separately in this chapter.
- V. Sign, Menu Board. A sign that is used to advertise the product available at a fast food restaurant.
- W. Sign, Movable (or Portable). A sign excluding real estate signs constructed so as to allow the sign to be moved on vehicles or transported by hand.
- X. Sign, Name Plate. A sign indicating the name and/or occupation of a person or persons residing on the premises or legally occupying the premises, or indicating a home occupation legally existing on the premises.

- Y. Sign, Nonconforming. A sign or sign structure of portion thereof lawfully existing at the time this Code became effective, which does not conform to all regulations prescribed in the district in which it is located.
- Z. Post and stake signs: Signs mounted to posts, poles, or stakes, and in any way attached to the ground.
- AA. Sign, On-Premise. A sign which directs attention to a business, commodity, product, use, service or other activity which is sold, offered or conducted on the premises upon which the sign is located.
- BB. Sign, Projecting. A sign attached to a building and extending in whole or in part more than eighteen inches beyond any wall of the building.
- CC. Sign, Property. A temporary sign related to the property on which is located advertising contemplated improvements or announcing the name of the builder, owner, designer, or developer of the project, or warning against trespassing.
- DD. Sign, Public Necessity or Hazard. A sign informing the public of any danger or hazard existing on or adjacent to the premises.
- EE. Sign, Real Estate. A temporary sign related to the property on which it is located and offering such property for sale or lease.
- FF. Sign, Roof. A sign erected partly or wholly free-standing on or over the roof of a building.
- GG. Sign, Service. A sign which is incidental to a use lawfully occupying the property upon which the sign is located and which sign is necessary to provide information to the public, such as direction to parking lots or location of restrooms.
- HH. Sign, Snipe. A sign for which a permit is required and has not been obtained and which is tacked, nailed, posted, pasted, glued or otherwise attached to trees, poles, stakes, or fences, or other objects with the message appearing thereon.
- II. Sign, Structure. The supports, uprights, bracing, cables and framework of a sign or outdoor display.
- JJ. Sign, Temporary. A banner, pennant, valance or advertising display constructed of paper, cloth, canvas, fabric, cardboard, wall board or other materials, with or without frames, intended to be displayed in or out of doors for a short period of time; shall include political signs, special events signs, special business promotions or movable signs.
- KK. Sign, Wall. A sign that is either painted on a building wall or it's facing, or is painted in such a way that it gives the visual appearance of being painted on a wall or facing by not having a frame or separation from the wall or facing.
- LL. Sign, Wind. Any propeller or similar commercial device which is designed to flutter, rotate, or display other movement under the influence of the wind, not including pennants, flags or banners.
- MM. Sign, Window. A sign either attached to a window or door or located within a building so as to be visible through a window or door from outside of the building.
- NN. Marquee. A permanent roofed structure over the entrance to a building often bearing an advertising sign. This structure is designed to meet all provisions of the current Building Code and other specifications as outlined in this Code. Where specifications in this Code and the Building Code as adopted by Heber City differ, the more restrictive shall apply.
- OO. Community Signs. Temporary, on or off-premise signs, generally made of a woven material or durable synthetic materials primarily attached to or hung in a vertical fashion from light poles or on buildings, of solely a decorative, festive, and/or informative nature announcing activities, promotions, events, seasonal or traditional themes having broad

community interest, and which are sponsored or supported by Heber City, or a local community based non-profit organization.

PP. Planned Shopping Center/Commercial complex. A group of three (3) or more architecturally unified commercial establishments built on a site that is planned, developed, owned and managed as an operating unit related in its location, size and type of shops to the trade area that it serves. The unit provides on-site parking in definite relationship to the types and total size of the stores. Thus any number of small single ownership commercial developments would not qualify as a shopping center.

QQ. Sign, Rural Iconic. A uniquely designed sign that reinforces the rural theme of Heber and does not conform to conventional sign designs.

This Ordinance shall take effect immediately upon approval.

PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL this 5th day of April 2022.

	AYE	NAY	ABSENT	ABSTAIN
Michael Johnston	<u>X</u>	_____	_____	_____
Rachel Kahler	<u>X</u>	_____	_____	_____
Ryan Stack	<u>X</u>	_____	_____	_____
D. Scott Phillips	<u>X</u>	_____	_____	_____
Yvonne Barney	<u>X</u>	_____	_____	_____

APPROVED:

Heidi Franco
Mayor Heidi Franco



ATTEST:

Trina N. [Signature] Date: 4/5/2022
RECORDER



Heber City Council Staff Report

MEETING DATE: 5/21/2024
SUBJECT: Cemetery Administration Building Project Funding
RESPONSIBLE: Mark Rounds, Matt Brower
DEPARTMENT: Administrative
STRATEGIC RELEVANCE: Community Vibrancy/City Council Policy and Budget Priority for FY '23, '24 and '25

SUMMARY

The Heber City Council established as a budget and policy priority in FY's '23, '24, and '25 the design and construction of a new Cemetery Administration Building and Columbariums in the Heber City Cemetery. The City received four proposals in late March '24 that exceeded the City's project budget of \$2,500,000.

This agenda item is to seek the Council's input on ideas that have been proposed to reduce project costs via value engineering recommendations and to explore a funding strategy for completing the project.

RECOMMENDATION

Staff is seeking the Council's feedback on ideas proposed to reduce project costs and a funding strategy for completing construction of the project.

BACKGROUND

Heber City recently received four bids from general contractors for the construction of a 2,700 sq. ft. administration building and two columbariums at the Heber Cemetery. The purpose of the building is to support parks and cemetery department functions (i.e. administration, arrangement, and storage) as the existing building is no longer adequately sized to meet the growing work demands of the department. Additionally, the new building is intended to provide much needed arrangement space for cemetery customers seeking to purchase a cemetery plot or niche.

The apparent low bidder submitted a bid that was approximately \$2M more than the project budget of \$2.5M. The table below shows the bid for each of the four project bidders.

Bid Tabulation Bid Schedule A - Heber City Cemetery Administration Building, Courtyard, and Columbarium									
		Jardine Lythgoe Joint Venture		Kier		Stout Construction		Paulsen Construction	
ITEM		Cost	Notes	Cost	Notes	Cost	Notes	Cost	Notes
CSI #	CSI Name								
00 00 00	Procurement & Contract Requirements	\$ 93,943.00	0 clarification notes added to bid	\$ 307,363.00		\$ 433,139.00		\$ 587,759.00	This is Bonds, Insurance and Markup
01 00 00	General Requirements	\$ 281,829.00		\$ 387,631.00		\$ 382,742.00		\$ 512,657.00	
02 00 00	Existing Conditions	\$ -		\$ 667,813.00		\$ 1,096,404.00	Includes Site Demo, Earthwork, Utilities, Exterior Improvements, and Bonding	\$ 914,010.00	
03 00 00	Concrete	\$ 1,322,823.00		\$ 384,610.00		\$ 422,120.00		\$ 583,773.00	
04 00 00	Masonry	\$ 739,880.00		\$ 1,852,675.00		\$ 1,223,049.00	Includes Precast Columbarium Niches	\$ 1,141,675.00	
05 00 00	Metals	\$ 62,351.00		\$ 90,839.00		\$ 46,593.00		\$ 38,170.00	
06 00 00	Wood, Plastics, and Composites	\$ 277,784.00		\$ 350,604.00		\$ 409,747.00		\$ 464,860.00	
07 00 00	Thermal & Moisture Protection	\$ 119,072.00		\$ 172,891.00		\$ 137,701.00		\$ 167,607.00	
08 00 00	Openings	\$ 130,999.00		\$ 115,518.00		\$ 126,691.00		\$ 317,143.00	
09 00 00	Finishes	\$ 164,409.00		\$ 167,584.00		\$ 199,281.00		\$ 262,890.00	
10 00 00	Specialties	\$ 8,983.00		\$ 16,395.00		\$ 15,871.00		\$ 19,325.00	
11 00 00	Equipment	\$ 1,575.00		\$ -	Excluded	\$ -		\$ 648,000.00	Columbarium quote from Larkin
12 00 00	Furnishings	\$ -		\$ -	Excluded	\$ -	cabinets are combined with fresh carpentry	\$ 9,000.00	
13 00 00	Special Construction	\$ -		\$ -	Excluded	\$ -		\$ -	
14 00 00	Conveying Equipment (NA)	\$ -		\$ -	Excluded	\$ -		\$ -	
21 00 00	Fire Suppression	\$ 52,495.00		\$ 49,995.00		\$ 54,388.00		\$ 42,925.00	
22 00 00	Plumbing	\$ 108,733.00		\$ 114,868.00		\$ 122,093.00		\$ 104,868.00	
23 00 00	Heating, Ventilating, & Air Conditioning (HVAC)	\$ 36,383.00		\$ 38,846.00		\$ 37,750.00		\$ 35,346.00	
25 00 00	Integrated Automation	\$ -		\$ -	Excluded	\$ -		\$ -	in electrical
26 00 00	Electrical	\$ 160,917.00		\$ 187,889.00	Lighting Allowance \$30,000 See Clarifications	\$ 312,775.00		\$ 183,502.00	
27 00 00	Communications	\$ -		\$ -	Excluded	\$ -	included in Electrical Scope	\$ -	in electrical
Additional	Safety Security Systems	\$ -		\$ -		\$ -		\$ -	
	Earthwork	\$ 400,253.00		\$ -		\$ -		\$ -	
	Exterior Improvements	\$ 247,905.00		\$ -		\$ -		\$ -	
	Utilities	Incid in 31		\$ -		\$ -		\$ -	
	OH&P	\$ 444,967.00		\$ -		\$ -		\$ -	
	BID TOTAL	\$4,645,300		\$4,905,521.00		\$ 5,020,344.00		\$6,033,510.00	

Delta: \$2,145,300

\$2,405,521

\$2,520,344

\$3,533,510

Note: Staff intends to interview bidding firms to better understand numbers



DISCUSSION

Staff met with each of the four general contractors, who submitted bids in response to the City's RFP, seeking feedback on how the project could be value engineered to reduce costs. Staff also connected with an independent architect to solicit additional value engineering ideas.

Based on feedback received from general contractors, staff believes the total project cost can be reduced between \$500k to \$750k, bringing the total projected cost for the project to \$4,145,000 to \$3,895,000. Value engineering ideas are itemized in an attachment to this agenda item.

The City's initial project budget was \$2.5 M--utilizing revenues from the City's General Capital Project's Fund 42. If the City Council is interested in moving the project forward, staff has identified the following funding strategy for funding the project.

Funding Sources:

Fund 42-Capital Projects Fund:	\$2,500,000 (initial Project Budget)
Fund 42-Capital Projects Fund:	\$250,000 (additional Fund 42 resources)
Fund 71: Cemetery Perpetual Care Fund:	\$800,000
Fund 48: Transportation Tax Fund:	\$500,000
Total:	\$4,050,000

As proposed above, Funds 48 and 71 would loan Fund 42 \$1,300,000 to complete the project. The

loans would be established as interfund payables with interest, which would be approved by the City Council at a subsequent meeting. It's further proposed that the City pledge \$2,500,000 in projected niche sales for repayment of the interfund payables from Funds 48 and 71. Niche revenues in excess of the interfund payables would be dedicated to Fund 71, which is estimated to be \$1,200,000. This estimate would increase the Perpetual Care Fund reserve to \$2,000,000, which is \$1,200,000 above the current reserve estimate of \$800,000.

Its important to understand that the \$2,500,000 in niche sales may take numerous years to achieve. This may result in lengthy interfund payable terms and/or interfund payables that have to be amended with reserves from different funds in order to provide sufficient float time to pay off the initial interfund payables.

Its was also suggested that Park Impact Fees be leveraged to fund a portion of the Parks Administration Building. This is not a viable alternative unless the Parks Impact Fees are updated to include the Administration Building project. This exercise is likely to take 5 or 6 months.

FISCAL IMPACT

Total construction costs would likely range from \$4,145,000 to \$3,895,000.

CONCLUSION

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue

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

Alternative 4 - Denial

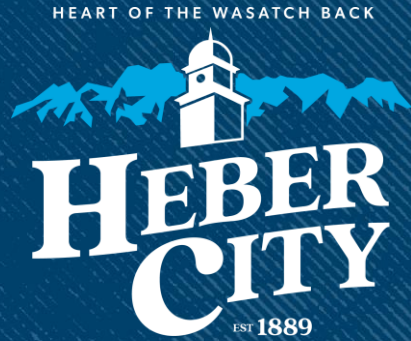
I move to **deny** the item with the following findings.

ACCOUNTABILITY

Department: Administrative
Staff member:

EXHIBITS

1. Cemetery Admin Bldg PP
2. VALUE ENGINEERING LIST



Heber Cemetery Administration Building and Columbarium Project

Next Steps

Background/Context

- Project is a Council Strategic Priority
- \$2.5M Cash in Fund 42/Estimated Project Cost \$2M to \$2.5M
- When sold out, Columbarium revenues expected to cover 100% project cost
 - Columbarium revenues would reimburse Fund 42 for fronting project costs (expected to take 5 to 10 years to sale 100% of niches)
- Project bids received on 3/27/24

Bid Tabulation Bid Schedule A - Heber City Cemetery Administration Building, Courtyard, and Columbarium									
		Jardine Lythgoe Joint Venture		Kier		Stout Construction		Paulsen Construction	
	ITEM	Cost	Notes	Cost	Notes	Cost	Notes	Cost	Notes
CSI #	CSI Name								
00 00 00	Procurement & Contract Requirements	\$ 93,943.00	8 clarification notes added to bid	\$ 307,363.00		\$ 433,139.00		\$ 587,759.00	This is Bonds, Insurance and Markup
01 00 00	General Requirements	\$ 281,829.00		\$ 387,631.00		\$ 382,742.00		\$ 512,657.00	
02 00 00	Existing Conditions	\$ -		\$ 667,813.00		\$ 1,096,404.00	Includes Site Demo, Earthwork, Utilities, Exterior Improvements, and Bonding	\$ 914,010.00	
03 00 00	Concrete	\$ 1,322,823.00		\$ 384,610.00		\$ 422,120.00		\$ 583,773.00	
04 00 00	Masonry	\$ 739,880.00		\$ 1,852,675.00		\$ 1,223,049.00	Includes Precast Columbarium Niches	\$ 1,141,675.00	
05 00 00	Metals	\$ 62,351.00		\$ 90,839.00		\$ 46,593.00		\$ 38,170.00	
06 00 00	Wood, Plastics, and Composites	\$ 277,784.00		\$ 350,604.00		\$ 409,747.00		\$ 464,860.00	
07 00 00	Thermal & Moisture Protection	\$ 119,072.00		\$ 172,891.00		\$ 137,701.00		\$ 167,607.00	
08 00 00	Openings	\$ 130,999.00		\$ 115,518.00		\$ 126,691.00		\$ 317,143.00	
09 00 00	Finishes	\$ 154,409.00		\$ 167,584.00		\$ 199,281.00		\$ 262,890.00	
10 00 00	Specialties	\$ 8,983.00		\$ 16,395.00		\$ 15,871.00		\$ 19,325.00	
11 00 00	Equipment	\$ 1,575.00		\$ -	Excluded	\$ -		\$ 648,000.00	Columbarium quote from Larkin
12 00 00	Furnishings	\$ -		\$ -	Excluded	\$ -	cabinets are combined with finish carpentry	\$ 9,000.00	
13 00 00	Special Construction	\$ -		\$ -	Excluded	\$ -		\$ -	
14 00 00	Conveying Equipment (NA)	\$ -		\$ -	Excluded	\$ -		\$ -	
21 00 00	Fire Suppression	\$ 52,495.00		\$ 49,995.00		\$ 54,388.00		\$ 42,925.00	
22 00 00	Plumbing	\$ 108,733.00		\$ 114,868.00		\$ 122,093.00		\$ 104,868.00	
23 00 00	Heating, Ventilating, & Air Conditioning (HVAC)	\$ 36,383.00		\$ 38,846.00		\$ 37,750.00		\$ 35,346.00	
25 00 00	Integrated Automation	\$ -		\$ -	Excluded	\$ -		\$ -	in electrical
26 00 00	Electrical	\$ 160,917.00		\$ 187,889.00	Lighting Allowance \$38,800 See Clarifications.	\$ 312,775.00		\$ 183,502.00	
27 00 00	Communications	\$ -		\$ -	Excluded	\$ -	included in Electrical Scope	\$ -	in electrical
Additional	Safety Security Systems	\$ -		\$ -		\$ -		\$ -	
	Earthwork	\$ 400,253.00							
	Exterior Improvements	\$ 247,905.00		\$ -		\$ -		\$ -	
	Utilities	Incl'd in 31				\$ -		\$ -	
	OH&P	\$ 444,967.00		\$ -		\$ -		\$ -	
	BID TOTAL	\$4,645,300		\$4,905,521.00		\$ 5,020,344.00		\$6,033,510.00	

Delta: \$2,145,300

\$2,405,521

\$2,520,344

\$3,533,510

Note: Staff intends to interview bidding firms to better understand numbers

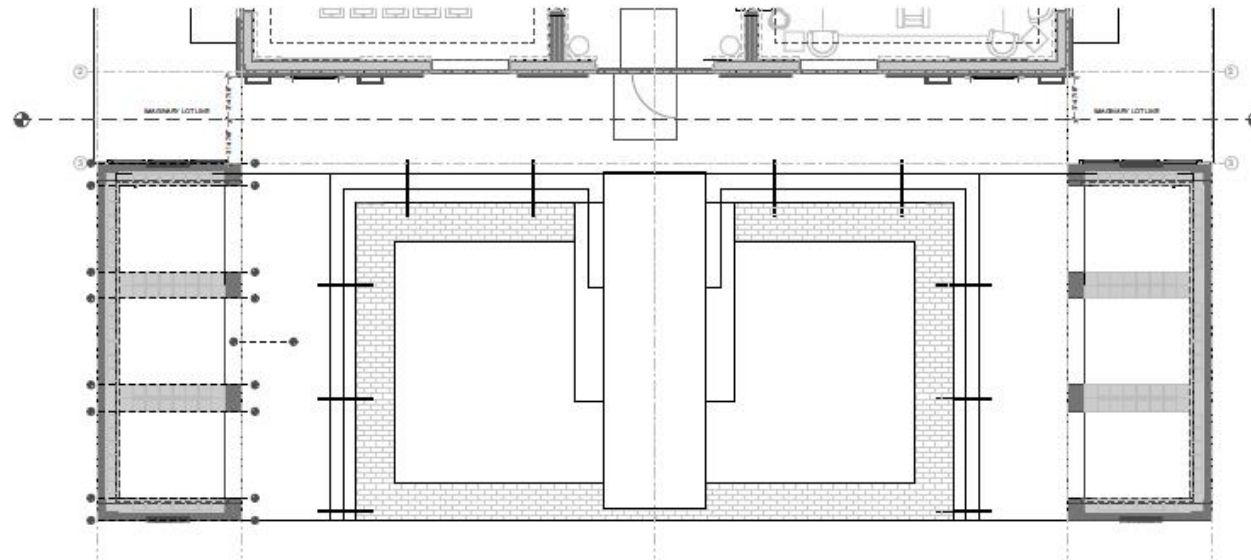
Options

- 1) Bond for \$2M and Complete Project
 - 2) Build Colmbariums only
 - 3) Build “Smallumbarum” only (see illustration on following page)
 - 4) Build Administration Building only
 - 5) Place Project on Back Burner and Direct Funds to Acquisition of Property in Downtown
- All options to proceed with some aspect of project require additional Value Engineering
 - Value Engineering savings in ballpark of \$500k—depending on option selected
 - Cannot determine cost for options until project is rebid
 - Bid cost did not include extension of water and sewer line or placement of new asphalt to project site (estimated cost of \$200k)

"SMALLUMBARIUM" OPTION



4A OVERALL PERSPECTIVE
SCALE: 1/8" = 1'-0"



8A Plan
SCALE: 3/16" = 1'-0"

SUMMARY:
-1296 NICHES WHICH IS THE SAME AMOUNT AS BEFORE, THUS THE SAME EARNING POTENTIAL.
-THE COLUMBARIUMS NOW "SMALLUMBARIUMS ARE ABOUT HALF THE SIZE
-THIS WOULD PRODUCE A COST SAVING IN BUILDING MATERIALS FOR THE COLUMBARIUMS AS WELL AS A COST SAVINGS WITH FEWER COURTYARD MATERIALS.



4I PERSPECTIVE 2
SCALE: 1/8" = 1'-0"



6I PERSPECTIVE 3
SCALE: 1/8" = 1'-0"



9J BIRDSEYE
SCALE: 1/8" = 1'-0"

Staff Recommendation

Focus on one of the following two options by bidding both options to determine financial feasibility of each:

- Build Colmbariums only
- Build “Smallumbarum only”

Heber City Cemetery value engineering

- Framed walls instead of insulated concrete form walls
- Eliminate retention pond from phase 1 scope
 - Can this be put in during the next phase?
- Eliminate roundabout from phase 1 scope
- Eliminate landscaping half circle on front of courtyard from phase 1 scope
- Parking
 - Can parking be on gravel or shrunk down?
- Phase the columbariums
 - Do two smaller columbariums and then do two more right next to them later
 - Do one full size columbarium and then do the second one later
 - Do both full size columbariums but one put pre-cast niches and face plates on one of them
- Do gravel instead of pavers for courtyard
- Raise courtyard up so that it is only two steps instead of three
- Do painted aluminum gutters instead of copper
- Simplify interiors by saving wainscot, baseboard, crown molding, and other decorative millwork for a future phase
- Only finish and frame part of the interior spaces
- Remove exterior sandstone wainscot and replace with brick or precast concrete
- Simplify rear elevation
- Eliminate basement
 - Could put mechanical room in the storage area on the main level or in the attic
 - This would reduce the concrete quite a bit
- Remove center windows on side elevations
- Eliminate sandstone plaques
- Eliminate Hammerton light fixtures
- Precast concrete cornice instead of brick
- Eliminate middle side windows
- Reduce size of building
 - Eliminate extra offices
 - Eliminate storage/golf cart room
 - Eliminate basement
- Thin brick (not recommended)
- Asphalt shingles (not recommended)



Heber City Council Staff Report

MEETING DATE: 5/21/2024
SUBJECT: Animal Control Memorandum of Understanding (MOU) Contract Discussion and Council Direction.
RESPONSIBLE: Parker Sever
DEPARTMENT: Police Department
STRATEGIC RELEVANCE:

SUMMARY

Since the late 1990's Heber City Animal Control Services has provided county-wide animal control services. The governing interlocal has since expired. A new interlocal agreement has been drafted with Heber City continuing its role of providing county-wide animal control services. The purpose of this agenda item is to discuss Heber Valley Animal Services and garner direction on the interlocal agreement.

RECOMMENDATION

That the City Council direct the City Attorney to redraft the proposed interlocal agreement and incorporate the proposed changes to be presented to the other participating entities.

BACKGROUND

The City of Heber provides Animal Services to Heber City, Wasatch County, Midway, Interlaken, and hideout. The last Interlocal agreement was signed on January 28, 1999. That document is attached to this report. The agreement is two pages and addresses the following issues.

1. Identifies three entities; Midway, Wasatch County and Heber City.
 - a. We now have 5 entities
 2. Agrees that there will be one unified Ordinance that will be enforced and that all entities will mirror Heber City.
 - a. (Never Done) All entities have their own ordinances that are a little different.
 3. Determined costs for a new animal control facility.
 4. The costs of the shelter were determined by the population of the participating entities.
 5. Heber City was to be reimbursed for all animal control and administrative services on a quarterly basis.
-

6. The contract could be terminated with 90 days notice.
7. Each entity shall provide legal services for matters that occur in their jurisdiction.

While no Interlocal agreement has been updated since 1999, two additional jurisdictions have been added. It is also worth noting that even absent an agreement, all of the entities have been working cooperatively with little to no grievances.

All of the entities have recognized the need to update the current interlocal agreement and wished to provide input on the direction of animal services budget, policies and procedures. For the last year representatives from the participating agencies have been meeting to discuss the interlocal agreement, assessing future needs of HVAS and discussing which agency would be best to manage and oversee HVAS. While no general consensus has been made on future management HVAS, the primary focus has been on the interlocal agreement.

The new interlocal agreement, which is attached in rough draft, makes the following revisions.

1. Establishes a new board
 - a. Two representatives from Heber City.
 - b. Two representatives from Wasatch County.
 - c. One representative from Midway City.
 - d. Two non-voting members from Interlaken, Hideout.
2. Board is responsible for:
 - a. Approving annual budget.
 - b. Communicating back to respective jurisdictions.
 - c. Establishing all policies for HVAS
 - d. Provide a venue for dispute resolution.
3. Heber City is the operational body and responsible for;
 - a. Day to day operations.
 - b. Management of contracts.
 - c. Implementation of policies approved by the board.
 - d. Quarterly performance reports.
 - e. Establishing an annual budget.
 - f. Managing funds.
 - g. Maintaining records.
 - h. Scheduling quarterly board meetings.
3. Establishes a process for adding a new jurisdiction.
 - a. Approved by strong majority (75%) of Board.
4. Requires unanimous approval to reduce service.
5. A super majority (75%) is required to approve the budget.
6. level of service adjusted by a 50% vote.
7. Chairperson of the committee is always one member of the operating agency(Heber City).
8. Allows for a termination of contract with 12 months notice.

After a review of this contract by administration and legal services, we have identified the following concerns:

1. The contract's purpose refers to the committee making recommendations for animal services, but

- the contract itself gives the management committee the authority over animal services and ties the hands of the council by their vote.
2. Operational costs are defined and included in the document, capital costs are not defined and need to be included and defined.
 3. Administrative costs are not included in the document.
 4. The definition of "management committee" should be to provide policy related recommendations to the operating agency.
 5. The contract needs to include what happens to fund balances if a participating agency terminates the agreement.
 6. The appointment section of who is the operating jurisdiction should be changed to be more clear as it can be read in several ways.
 7. The percentages for approval of various items appear inconsistent. They should also be changed so that percentages match the numbers on the committees.
 8. The MOU does not contain a provision for payment of operational and capital fees if the approved budget is exceeded.
 9. The population should be checked for budgetary appropriation on a more regular basis than the term of the contract.
 10. Should there be a penalty for the late or non-payment of fees.
 11. The Agreement does not address liability. As such, Heber City would solely liable for the HVAS and by decisions made by this committee.

Currently, Heber City owns or provides all the facilities, equipment and hired employees. While a new interlocal agreement needs to be put into place, until such time as the countywide animal sheltering organization is changed to some other operational format. We would recommend that the Heber City Council retain operational and budgetary authority over animal services as we also incur primary liability over those same services. It would not be advisable to allow another entity to be the decision-making body without also accepting the liability for their decisions.

This board can still be important for the future direction of animal services and could provide valuable insight into the operations and policies related, but as a review and recommendation authority to HVAS. It is therefore our recommendation that the Heber City Council direct the City Attorney to incorporate our changes to the Animal Services agreement to be discussed and reviewed at the animal services meetings and my the participating agencies.

DISCUSSION

FISCAL IMPACT

CONCLUSION

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue

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

Alternative 4 - Denial

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

ACCOUNTABILITY

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

EXHIBITS

1. OLD AGREEMENT
2. Animal Services MOU

Wasatch City/County Animal Control
Animal Control Agreement

WHEREAS, the Midway City, Heber City, and Wasatch County (the "Parties") have a determined need to establish an animal control program, including the construction of new facilities, to provide adequate animal control for the health, safety and welfare of their residents; and

WHEREAS, the Parties have determined that it is in the best interest of their citizens to pool resources and cooperate in establishing an animal control program and constructing, equipping and operating the necessary facilities; and

WHEREAS, the Parties desire to enter into an agreement to establish such a program and set forth the rights, obligations and responsibilities of each party.

NOW THEREFORE, in consideration of obligation, payments and agreements provided herein, the parties hereby stipulate and agrees as follows:

1. Heber City is to be responsible for animal control as it relates to licensing, ~~euthanizing~~, and the controlling and care of stray and unwanted dogs, cats and other animals within the Heber City limits, Midway City limits and those remaining areas of Wasatch County as designated by the Wasatch County Commission and as agreed upon by Midway City and Heber City - there being certain areas of Wasatch County that it is not cost-efficient for the animal control officers under this agreement to serve. Animal control will be enforced based on a uniform animal control law to be agreed upon by all Parties with the State Code and Heber City Ordinance to be controlling and adopted by Wasatch County and Midway City should the Parties fail to adopt a uniform animal control law within six months of this agreement. During the first six months or until the adoption of a uniform animal control law, whichever event occurs first, the existing state law and ordinance of the respective jurisdiction shall prevail.
2. An Animal Control Board will be established with five members based on approximate percentage of population, with initially one representative being appointed by the Midway City Council, two by Wasatch County Commission and two by the Heber City Council, which board shall be responsible for setting and passing an annual budget and establishing policy.
3. ~~The Parties will construct a new animal control facility on Heber City property. The fair market value of the~~

property will be taken into consideration and constitute an up-front Heber City contribution to the initial construction budget. The fair market value will be established by the Animal Control Board. The Parties will have joint ownership of the land, buildings and equipment; however, Heber City will have the option to acquire Wasatch County and Midway's interest in said land and improvements, should this contract terminate, by paying to them their proportionate share of the then fair market value. The Animal Control Board will have input into design of the facility. Heber City will manage the design and construction of the new facility.

4. ~~Construction costs for the new facility~~, additional equipment and the annual operating budget for animal control operations will be divided among the entities based on population as reflected in the last available census report. The percentages for first six months of 1999 are: Heber City - 44%, Wasatch County - 38%, Midway - 18%. All monies collected from license sales, tickets, fines, etc. will be earmarked for animal control to be used to offset costs for the following year.
5. Heber City will provide the animal control officers who will be Heber City employees under the control and supervision of the Heber City Police Department. Heber City will be reimbursed for all animal control and administrative expenses by the participating entities on a quarterly basis.
6. Heber City is responsible for obtaining liability coverage through its insurance carrier to cover the activities of the animal control officer and shall be responsible for any claims, demands, liability or consequential damages of any kind or nature to third parties arising from the various animal control activities of the animal control officer within the service area. The cost of the coverage shall be a shared expense.
7. This shall be a year to year contract and may be terminated by any one of the Parties by giving a ninety day written notice prior to the end of any contract year.
8. Each Party shall provide legal services for the animal control officers to consult with in respect to matters relating to happenings within their respective jurisdictions as well as the issuance of any information and prosecution arising thereunder. As to capital expenditures, the entities at the request of Heber City will provide their share at the time of purchase. The operating expenses shall include fair compensation for administrative services provided by Heber City which amount shall be set by Heber City subject, however, to

approval by the Animal Control Board.

9. Resolution of the respective entities approving this agreement are attached hereto.

DATED this 28th day of January, ~~1998~~ 1999

HEBER CITY

ATTESTED:

Paulette Shuler
Heber City Recorder

[Signature]
Mayor

MIDWAY CITY

ATTESTED:

Edna S. Baum
Midway City Clerk/Recorder

[Signature]
Mayor

WASATCH COUNTY

ATTESTED:

Brent R. [Signature]
Wasatch County Clerk

[Signature]
Chairman of the Wasatch County
Commission

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

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

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

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

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

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

1. PURPOSE.

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

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

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

2. DEFINITIONS.

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

- a) "Animals" shall mean for the purpose of this document and the services provided by HVAS domesticated or livestock only.
- b) ~~"Cities"~~ or "Participating Jurisdictions" shall mean Wasatch County, Heber City, Midway City, the Township of Interlaken, the Township of Hideout. And any other municipal corporation, which upon payment of a capital contribution for the Facility is added as a participating Jurisdiction as provided in Section 5.4.
- b) ~~c)~~ "Operating Costs" shall mean all costs associated with the administration, management, day to day operation, upkeep and maintenance of the animal control services and programs.
- e) ~~d)~~ "Management Committee" shall mean ~~XXXX~~ a committee made up of representatives from Participating Jurisdictions who are responsible for providing policy related direction to Heber Valley Animal Services.
- e) ~~e)~~ "Non-Participating Jurisdictions Contractual Agency" shall mean an agency/entity that is being provided by the Operating Jurisdiction animal related services at costs by contract, but is not considered as a Participating Jurisdiction. XXX
- e) ~~f)~~ "Operating Jurisdiction" shall mean that designated Participating Jurisdiction responsible for the day-to-day operation of the animal control services and the administration of this Agreement, The initial Operating Jurisdiction shall be Heber City.
- f) ~~g)~~ "Service Contractor" shall mean a Participating Jurisdiction or a qualified third-party independent contractor hired by the Operating Jurisdiction to provide a portion or all of the day-to-day animal control services outlined in this Agreement.
- g) ~~h)~~ "Service Fees" shall mean the fees charged to Participating Jurisdictions and Subscribers by the Operating Jurisdiction for the services outlined within this Agreement.
- h) ~~"Subscriber"~~ shall mean any municipal jurisdiction or other entity other than a Participation Jurisdiction, which by contract, received some or all HVACHVAS services.

Commented [HL1]: Need to add clarification regarding what services this group is entitled to.

3. TERMS AND AGREEMENT AND TERMINATION

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

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

4. ADMINISTRATION

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

a) Management Committee.

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

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

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

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

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

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

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

~~iv.~~—

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

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

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

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

b) Operating Jurisdiction

i. Appointment.

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

ii. Scope of Services for Operating Jurisdiction.

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

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

5. ADMISSION OF NEW PARTICIPATING JURISDICTIONS AND ~~SUBSCRIBERS~~Contractual Agencies.

a) ~~Subscriber~~Contractual Agencies.

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

b) Process for adding New Participating Jurisdictions.

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

6. SERVICE CONTRACTOR.

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

7. ANIMAL CONTROL BASIS SERVICES.

- a) The ~~HVACHVAS~~ shall provide the following base level of service for each of the Participating Jurisdictions:
- i. Shelter and holding of stray and owner surrender animals.
 - ii. Enforcement of animal control ordinance of Participating Jurisdictions.
 - iii. Cooperation with ~~police departments~~law-enforcement agencies and licensing programs of Participating Jurisdictions.
 - iv. Animal Control Authority sponsored or provided programs to provide for further adoption of stray or owner surrender animals and control the size of such animal populations.
 - v. Regulation and apprehension of vicious or dangerous animals.
 - vi. Removal of dead domesticated animals from the public right-of-way.
 - vii. Apprehension of stray animals.
 - viii. Impounding and boarding of apprehended animals.
 - ix. Euthanasia services as determined appropriate and essential by the Operating Jurisdiction. of unclaimed animals.
 - x. Disposal of animal ~~r~~Remains.
 - xi. Owner notification of found animals and identity-code retrieval.

~~b) —Unless authorized by the Management TheCommittee, the HVACHVAS shall provide the following—only provide a~~ base level of services ~~for~~to Non-Participating Jurisdictions within Wasatch County. This includes efforts needed to protect and treat the health and welfare of an animal found in immediate danger. ~~-Non-Participating Jurisdictions will not receive from HVAS any pro-active services such as street sweeps, -or discounted wellness services (if offered), or other proactive services outlined above. each of the Non-Participating Jurisdictions:~~

~~i. —XXXX~~

~~ii. b)XXXX~~

- ~~e) —~~Upon majority approval (50%) from the Management Committee, the scope of the base level of services (as enumerated above) may be adjusted as long as the new adjustments do not decrease the level of services provided or create additional services fees to Participating Jurisdictions.

~~c) —~~

- d) Unanimous approval from the Management Committee is required if a proposed changes to the base level of services will result in a decrease in services provided and/or require the creation of additional service fees beyond what was originally authorized within the budget.
- e) Nothing herein will limit any of the Participating Jurisdictions from individually securing additional Animal Control Services above and beyond those basic services enumerated above and in the Animal Control Plan from the Operating Jurisdiction, by contract for additional fees. Any such services shall be negotiated independently of this agreement.

8. HVACHVAS BUDGET DEVELOPMENT PROCESS.

- a) The Operating Budget for HVACHVAS will begin and end simultaneously as the Operating Budget of the Operating Jurisdiction.
- b) At the start of each calendar year, the Operating Jurisdiction will present to the Management Committee members a Budget Schedule outlining key approval dates associated with the creation of the following year's budget. The Budget Schedule shall include:
- i. When the Proposed Budget for the following year will be made available to Management Committee Members for initial review and input.
 - ii. When the Proposed Budget for the following year will be discussed during a committee meeting.
 - iii. When the Proposed budget for the following year will be voted upon and potentially approved by the Management Committee.
- c) In creating the Budget Schedule, the Operating Jurisdiction will do its best to create a schedule that gives Committee Members adequate time to review the Proposed Budget and to collect consensus among their Participating Organization before any potential vote. And adequate time for Participating Organizations to budget for any approved increase in service fees.
- b) Three (3) months prior to the adoption of the Operating Jurisdiction's Operating Budget, the Operating Jurisdiction shall electronically submit to the members of the Management Committee a Proposed Annual Budget for the HVAC. The Proposed Budget shall contain a breakdown of the following year's anticipated expenses by line item and a description explaining all proposed changes from the current year's approved budget.
- c) The Management Committee Chair shall schedule a Committee meeting to discuss the HVAC's Proposed Budget no earlier than 15 days and no later than 45 days from the date of he/she sent the proposed budget.
- i. The 15 days are intended to give Management Committee Members time to review the budget and to collect consensus among their Participating Jurisdiction).
 - ii. The 45 days are intended to give all Participating Jurisdiction adequate time to budget for any approved increase in service fees.
- d) In accordance to the Approved Budget Scheule, tThe Proposed Budget will be discussed by the Management Committee in greater detail and then considered

Commented [JL2]: Do the Dates work for everyone and give everyone enough time to budget?

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

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

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

e)

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

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

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

9.10. CALCULATING THE ANNUAL SERVICE FEES.

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

- i. First take the Total Proposed Expenditure Budget for the HVACHVAS and subtract all animal control revenues anticipated in the upcoming fiscal year. For the purpose of calculated individual service fees, this will give you the "Total Service Fee Charge."

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

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

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

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

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

Commented [HL3]: Need to include the allowance for the operating agency to include in budget applicable internal service fees.

Commented [JL4]: Are there other revenue sources we need to list in the Agreement? Do we require that we include any anticipated EOY Fund Balance to the calculation?

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

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

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

11. COLLECTION AND MANAGEMENT OF HVAS FUNDS

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

10-12. INTEGRATION, MODIFICATION, AND SEVERABILITY.

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

11.13. INSURANCE REQUIREMENTS.

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

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

12.14. INDEMNIFICATION/HOLD HARMLESS.

TBD

Commented [JL5]: I am assuming we would let one of our Attorney's Office to help with this section.

13.15. TBD