

# **REGULAR MEETING**

**AGENDA  
AND  
STAFF MEMO**

**HEBER CITY CORPORATION**  
**75 North Main Street**  
**Heber City, Utah**  
**City Council Meeting**  
**August 7, 2014**

**Regular Meeting**  
**7:00 p.m.**

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

**Pledge of Allegiance:** Council Member Kelleen Potter  
**Prayer/Thought:** By Invitation (Default Council Member Erik Rowland)

**Minutes for Approval:** July 3, 2014 Work and Regular Meetings  
July 17, 2014 Work and Regular Meetings

**OPEN PERIOD FOR PUBLIC COMMENT**

**CONSENT AGENDA**

**Item 1** – Local Consent - Single Event Permit to Serve Alcoholic Beverages, St. Lawrence Catholic Church Fall Festival

**APPOINTMENTS**

**Item 2** – Kevin Rice, Forest Service Intermountain Region, Presentation of Plaque to Heber City Police Department in Appreciation of Service Rendered

**ACTION ITEMS**

**Item 3**– Consideration for Adoption of a Resolution Authorizing the Issuance and Sale of its \$6,700,000 Aggregate Principal Amount of Sales Tax Revenue Bonds, Series 2014 and Related Matters

**Item 4** – Approve Airport Hangar Lease Rates and Charges Policy

**Item 5**– Approve Resolution 2014-12, a Resolution Amending the Heber City Personnel Policy: Section 1.5, Definition of Terms; Section 6.2, Conferences, Seminars and Conventions; Section 6.3, Certification Testing; Section 6.4, Travel Time; Section 13.1, Eligible Employee; Section 14.1, Residency Requirement; Section 14.13, Benefits for Part Time Employees; Section 2.4, Sexual Harassment; and Adding to the Heber City Personnel Policy: Appendix B, Heber City Corporation Blood Borne Pathogens Exposure Control Plan

**DISCUSSION/ACTION ITEMS**

**CLOSED SESSION AS NECESSARY – PURPOSE TO BE ANNOUNCED IN MOTION**

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

Posted on July 31, 2014, in the Heber City Municipal Building located at 75 North Main, Wasatch County Building, Wasatch County Community Development Building, Wasatch County Library, on the Heber City Website at [www.ci.heber.ut.us](http://www.ci.heber.ut.us), and on the Utah Public Notice Website at <http://pmn.utah.gov>. Notice provided to the Wasatch Wave on July 31, 2014.

# Memo

**To: Mayor and City Council**  
**From: Mark K. Anderson**  
**Date: 07/31/2014**  
**Re: City Council Agenda Items**

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## REGULAR MEETING

### *CONSENT AGENDA*

**Item 1 – Local Consent - Single Event Permit to Serve Alcoholic Beverages, St. Lawrence Catholic Church Fall Festival:** Annually, the St. Lawrence Catholic Church has a fall festival at which they serve beer. See enclosed staff report from Tony Kohler and application. This is the 8<sup>th</sup> year of the event, and the City has not had any problems with the event. Staff has reviewed the application and would recommend the Council grant local consent.

### *APPOINTMENTS*

**Item 2 – Kevin Rice, Special Agent in Charge Forest Service Intermountain Region, Presentation of Plaque to Heber City Police Department in Appreciation of Service Rendered:** Kevin Rice, Special Agent in Charge of the Forest Service Intermountain Region for Law Enforcement and Investigations, has asked to present a plaque of appreciation to the Heber City Police Department for the services they rendered during the Rainbow Gathering. (See enclosed email from Mr. Rice)

### *ACTION ITEMS*

**Item 3– Consideration for Adoption of a Resolution Authorizing the Issuance and Sale of its \$6,700,000 Aggregate Principal Amount of Sales Tax Revenue Bonds, Series 2014 and Related Matters:** Prior to the issuance of the bond for the public safety building, the City Council needs to adopt a resolution outlining the specifics of the proposed bond. The enclosed resolution prepared by Ballard Spahr identifies when/where a public hearing would be held so the public could express their opinion on the issuance of the bond, the purpose of the bond issue, how the bond will be repaid and what the parameters of the bond are (length of term, interest rate, etc.). Although the City already knows who will be purchasing the bonds, bond counsel recommends that the language be adopted as proposed. Once the resolution is adopted, a public hearing would be held on September 4<sup>th</sup> to allow the public to comment on issuance of the bond. Staff would recommend adoption of the proposed Resolution.

The City expects that bids for the construction of the public safety building will be received on August 21<sup>st</sup> by our CMGC, Hogan & Associates. Once the bids are received and reviewed and the necessary public hearings are held, the City can receive the \$6,700,000 loan from the Community Impact Board. Interest on the loan will not start accruing until March 1, 2015.

**Item 4 – Approve Airport Hangar Lease Rates and Charges Policy:** At the last City Council meeting a joint meeting with the Airport Advisory Board was held to discuss the proposed Hangar Lease Rates and Charges Policy. (See enclosed) The enclosed policy is shown as recommended by the Airport Advisory Board which recommends a non-reversionary lease. Whether the lease is reversionary or non-reversionary, there needs to be more detail as to the ultimate term of the lease and the lease rate. My analysis (assuming a hangar has a 50 year life) is that a non-reversionary lease should pay a higher annual lease fee than a reversionary lease to receive a similar return for the City if the City anticipates that the lease period will be in excess of 30 years.

As you know, I have been an advocate for a 30 year reversionary lease. I think that growth in Wasatch and Summit County will continue to create demand at the Heber City Airport for the foreseeable future. Based on discussion at the last meeting, I sensed that the group felt like it would be unwise (based on FAA policy) to offer lease renewals beyond 50 years regardless of the condition of the hangar.

With that said, I would recommend one of the following options:

- Stay with a 30 year reversionary lease at existing lease rates
- Offer a reversionary 30 year lease at a higher lease rate with options for 5 year extensions up to a maximum of 50 years. Also include language in the lease agreement that gives the City the right to have the hangar removed at the end of the 50 year period at the expense of the lessee or have the hangar remain on the field and become property of the City. (My estimate is that the City should charge .44¢ - 61¢ per square foot for this type of lease for the entire leasehold depending on how you look at property taxes.)

Lastly, in my opinion, to offer a non-reversionary lease with no express limit on the number of times the lease may be renewed in five year increments creates too much ambiguity for a hangar owner/potential purchaser and increases the likelihood for conflict between the City and the lessee. To me, to marry the term “lease” and “non-reversionary” is somewhat misleading as no one should expect that a hangar could remain on the airport in perpetuity.

The document is much more than just the type of lease the City will offer in the future. But, if the Council can approve the agreement and agree on the type of lease that is being offered, we can work on the details of lease rate that will be charged.

**Item 5 – Approve Resolution 2014-12, a Resolution Amending the Heber City Personnel Policy: Section 1.5, Definition of Terms; Section 6.2, Conferences, Seminars and Conventions; Section 6.3, Certification Testing; Section 6.4, Travel Time; Section 13.1, Eligible Employee; Section 14.1, Residency Requirement; Section 14.13, Benefits for Part Time Employees; Section 2.4, Sexual Harassment; and Adding to the Heber City Personnel Policy: Appendix B, Heber City Corporation Blood Borne Pathogens Exposure Control Plan:** The Council reviewed these proposed changes to the Heber City Personnel Policy at the last meeting. Below is a summary of the impact of the proposed changes:

Section 1.5: This creates a definition for Part-Time “As Needed” positions.

Section 6.2: This section indicates that the City The city will follow federal statutes regarding non-discrimination practices in access to training and career development and clarifies how employees will be paid when they attend training.

Section 6.3: This policy limits the number of times that the City will pay for certification testing to a maximum of two times. The City will reimburse (pay for a third test) if the employee pays for the test and successfully passes it.

Section 6.4: This policy clarifies what travel time is eligible for compensation. The proposed policies are consistent with FLSA standards.

Section 13.1: This policy indicates that the City will not provide benefits for “Part-Time as needed employees.

Section 14.1: This policy indicates that residency requirements for police officers is governed by the Police Department Policy and Procedure Manual.

Section 2.4: This expands our existing Sexual Harrassment Policy to include other types of harassment that are not sexual in nature.

Appendix B: Adoption of Appendix B is to get the City in compliance with OSHA regulations regarding employee exposure to Blood Borne Pathogens. This is a policy that Chief Booth drafted as an employee of Summit County.

Staff would recommend approval.

# MINUTES

1 **Heber City Corporation**  
2 **City Council Meeting**  
3 **July 3, 2014**

4  
5 **6:00 p.m.**

6  
7 **WORK MEETING**

8  
9 The Council of Heber City, Wasatch County, Utah, met in **Work Meeting** on July 3, 2014, in the  
10 City Council Chambers at 75 North Main Street, Heber City, Utah.

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13 **Present:** Mayor Alan W. McDonald  
14 Council Members Jeffery Bradshaw  
15 Erik Rowland  
16 Heidi Franco  
17 Kelleen Potter

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19 **Excused:** Robert Patterson

20  
21 **Also Present:** City Manager Mark K. Anderson  
22 City Recorder Michelle Kellogg  
23 City Engineer Bart Mumford  
24 Planning Director Anthony Kohler  
25 Chief of Police David Booth

26  
27 **Others Present:** Paul Boyer, Mel McQuarrie, Brandon Watson and others whose names were  
28 illegible.

29  
30 Mayor McDonald opened the meeting and excused Council Member Patterson.

31  
32 **Item A - GSBS Architects, Public Safety Building Update:** Brian Jacobsen showed the  
33 Council drawings that he felt would make the building design work. He indicated some decisions  
34 would need to be firmed up by August 1<sup>st</sup> so Hogan Construction could begin digging. He  
35 emphasized his firm was moving extremely fast on this project. Samples of the outside materials  
36 were passed around for the Council to see. Some drawings of the interior were also shown. There  
37 was discussion on options for the kitchen and community room.

38  
39 Mumford stated he obtained estimates on asbestos removal and building demolition and passed  
40 around those estimates. Council Member Franco asked if the sandstone would be salvaged. It  
41 was indicated the sandstone would be salvaged. Mumford also passed out the proposed  
42 construction schedule. He indicated the building was scheduled to be finished in October, 2015.

43  
44 **Item B – Mel McQuarrie, Discuss Waiving Bond Requirement for The Cove At Valley Hills**

45 **Plat Amendment #1, Lots 66 and 67:** McQuarrie stated he knew the City was anxious to have  
46 the deed to the property that the water tank sat on. The subdivision where the tank was located  
47 was already approved, but the installation of one sewer lateral and two water laterals was still  
48 needed. He requested that the bond requirement be waived for these improvements. Council  
49 Member Franco was concerned about the runoff from the one lot onto the sidewalk. She wanted

1 to see a timetable for when this problem could be remedied. Anderson noted the approval on the  
2 plat had expired so the plat would need to come back to the Council for approval. He also would  
3 like to have the water tank property staked. In reference to waiving the bond, Anderson didn't  
4 think the City was allowed to waive a bond per City code. Mumford stated he thought the  
5 Council had mandated a bond for the retaining wall too, in order to guarantee that it would be  
6 constructed. McQuarrie clarified that a bond would only be required if the plat was recorded  
7 first. If the public improvements were installed before the plat was recorded, Mumford would  
8 only need to have funds to pay for the inspection of the public improvements. Anderson stated  
9 the Council couldn't waive the City code, but they could amend it if they desired. McQuarrie  
10 stated that he didn't want to have the Council amend the code. He added that if the City created a  
11 plat for the tank property, he would be willing to deed that over to the City at this time.  
12

13 **Item C – Bart Mumford, Report on Traffic Signage Study:** Mumford reviewed that the traffic  
14 study had been expedited and he referred to the packet of materials to explain the results of the  
15 study. He wanted to preserve primary corridors. He also wanted to preserve 100 West and 100  
16 East as important secondary corridors. The study also recommended moving the 200 East  
17 secondary corridor to 300 East. The yield signs were found to be inappropriate because the sight  
18 line wasn't long enough, so the uncontrolled intersections would now have stop signs installed  
19 and the yield signs would be removed. Council Member Franco requested a turn lane from 600  
20 South going south on 280 East. Mumford indicated he would try to get some striping on that  
21 street. The Council agreed to proceed in erecting the stop signs.  
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23 With no further business, the meeting was adjourned.  
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Michelle Kellogg, City Recorder

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**Heber City Corporation  
City Council Meeting  
July 3, 2014**

**7:00 p.m.**

**REGULAR MEETING**

The Council of Heber City, Wasatch County, Utah, met in **Regular Meeting** on July 3, 2014, in the City Council Chambers at 75 North Main Street, Heber City, Utah.

**Present:**

Mayor	Alan W. McDonald
Council Members	Jeffery Bradshaw
	Erik Rowland
	Heidi Franco
	Kelleen Potter

**Excused:** Robert Patterson

**Also Present:**

City Manager	Mark K. Anderson
City Recorder	Michelle Kellogg
City Engineer	Bart Mumford
Planning Director	Anthony Kohler
Chief of Police	David Booth

**Others Present:** Paul Boyer, Brandon Watson, Todd Cates, Jeremiah Trunnell, and others whose names were illegible.

Mayor McDonald opened the meeting, welcomed those in attendance and excused Council Member Patterson.

**Pledge of Allegiance:** Council Member Jeffery Bradshaw

**Prayer:** Mayor Alan McDonald

**Minutes:** June 5, 2014 Work and Regular Meetings  
June 19, 2014 Work and Regular Meetings

Council Member Rowland moved to approve the above listed minutes. Council Member Bradshaw made the second. Voting Aye: Council Members Bradshaw, Rowland, Franco and Potter. Council Member Patterson was excused.

***OPEN PERIOD FOR PUBLIC COMMENT***

Mayor McDonald opened the meeting to those in the audience who wished to address the Council on topics that would not be covered in the agenda. No comments were given.

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3 **APPOINTMENTS**

4 **Item 1 – Jeremiah Trunnell, Discuss Proposed Eagle Scout Project:** Trunnell stated the  
5 current flag pole at the City offices was too short to fly two flags simultaneously. He proposed  
6 setting up two Olympic size flag poles next to the Olympic statue at the City offices, paint  
7 them, and put new rope on them for his Eagle Scout project. Trunnell noted that Mark  
8 Rounds, Parks/Cemetery Director, had indicated that his department could help with the  
9 excavation and Heber Light and Power might be able to help with setting the poles. Council  
10 Member Rowland asked if appropriate lighting would be placed for the new flag poles.  
11 Trunnell stated he would probably need a little direction on the placement of the lights, but  
12 Rounds had indicated lighting could be done for the Olympic statue and the flags at the same  
13 time. The Council approved the project. It was indicated a site plan, a list of materials with the  
14 cost breakdown, and a proposal of how Trunnell would do fundraising for the project would  
15 be needed. Anderson indicated the City preferred that the Boy Scout raise half of the funds for  
16 the project.

17  
18 **ACTION ITEMS**

19 **Item 2 – Approve Plat Amendment of the Noble Vista Subdivision Plat located at**  
20 **approximately 770 South 1200 East (Mill Road):** Kohler stated the subdivision was for sale  
21 and the buyer proposed amending the lots to provide wider roads and smaller setbacks on the  
22 lots. He stated the current code allowed the City to accommodate the request. He also  
23 indicated the Planning Commission recommended approval.

24  
25 Council Member Rowland moved to approve the plat amendment of the Noble Vista  
26 Subdivision Plat. Council Member Bradshaw seconded the motion.

27  
28 Voting Aye: Council Members Bradshaw, Rowland, Franco and Potter. Council Member  
29 Patterson was excused.

30  
31 **Item 3 - Red Ledges requests Subdivision Final Approval for The Villas at Red Ledges**  
32 **Phase 2F, a 12 Lot Subdivision, located at approximately 1650 East Abajo Peak Circle:** The  
33 Council asked Todd Cates for an open space update. Cates stated the County Council suggested  
34 the open space be dedicated to the Red Ledges HOA. Council Member Franco asked if the HOA  
35 would maintain the open space for public access. Cates stated he would have to look at that, but  
36 if the HOA maintained the land, only the trail would need to be maintained. Council Member  
37 Franco asked how the back trail was coming. Cates indicated that in discussions with the Trails  
38 Alliance, trail options that would align with other entities' trail plans were being discussed.

39  
40 Council Member Rowland moved to approve The Villas at Red Ledges Phase 2F Subdivision.  
41 Council Member Potter seconded the motion.

42  
43 Voting Aye: Council Members Bradshaw, Rowland, Franco and Potter. Council Member  
44 Patterson was excused.

45  
46 **Item 4 – Adopt Ordinance 2014-16, an Ordinance Amending Section 3.14.060 of the Heber**  
47 **City Municipal Code, Awarding of Bids and RFPs:** Mumford stated the new language as set  
48 forth in this ordinance would modify the ordinance adopted last fall. He explained if the bid was  
49 within budget, the City Manager had authority to approve change orders up to \$10,000. If the

1 change order was higher than \$10,000, it would need to be approved by the City Manager and  
2 the Mayor. The current language required approval from the City Council, which could take two  
3 to four weeks, thus increasing the costs of construction and delaying the project. The  
4 amendments would reduce the wait time because the decisions would be made at the staff level  
5 with the approval of the City Manager. Mumford added the changes would also be reported to  
6 the Council at the following Council meeting.

7  
8 Council Member Franco moved to adopt Ordinance 2014-16, an ordinance amending Section  
9 3.14.060 of the Heber City Municipal Code, Awarding of Bids and RFPs. Council Member  
10 Potter made the second.

11  
12 Voting Aye: Council Members Bradshaw, Rowland, Franco and Potter. Council Member  
13 Patterson was excused.

14  
15 **Item 5 - Schedule Date for Truth in Taxation Hearing:** The Council scheduled the Truth in  
16 Taxation hearing for August 12<sup>th</sup> at 7:00 p.m. Anderson commented that notification would be  
17 published for two consecutive weeks in the Wasatch Wave.

18  
19 **Item 6 – Adopt Resolution 2014-10, a Resolution Amending Article 3, Appointment and**  
20 **Terms of Members, and Article 6, Meetings, of the Heber City Airport Advisory Board**

21 **Bylaws:** Mayor McDonald clarified the proposed alternate member could live anywhere within  
22 Wasatch County. Council Member Franco asked why a member was removed by Public Hearing  
23 as set forth in Paragraph E. Anderson stated he thought the reason for that language was the  
24 member might want an opportunity to express his/her sentiments over the issue in a very public  
25 manner. He stated the Conflict of Interest policy had similar language addressing misconduct by  
26 a public official. He recommended that staff look at those processes for other committees, and  
27 noted David Church could also be contacted for his input with regard to this procedure.

28  
29 Council Member Bradshaw moved to approve Resolution 2014-10, a resolution amending  
30 Article 3, Appointment and Terms of Members, and Article 6, Meetings, of the Heber City  
31 Airport Advisory Board Bylaws. Council Member Rowland seconded the motion. Council  
32 Member Franco felt that the non-voting Council members on this board should be able to make a  
33 motion even though they would not be able to vote. Mayor McDonald felt non-voting members  
34 shouldn't have those rights.

35  
36 Voting Aye: Council Members Bradshaw, Rowland, Franco and Potter. Council Member  
37 Patterson was excused.

38  
39 Mayor McDonald suggested taking the “non-voting members making a motion” issue back to the  
40 Airport Advisory Board for further discussion. Council Member Rowland stated that could be  
41 put on the next agenda.

42  
43 Anderson noted the last airport hangar sold yesterday.

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45 With no further business, the meeting was adjourned.

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Michelle Kellogg, City Recorder

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**Heber City Corporation  
City Council Meeting  
July 17, 2014**

**5:00 p.m.**

**WORK MEETING**

The Council of Heber City, Wasatch County, Utah, met in **Work Meeting** on July 17, 2014, in the City Council Chambers at 75 North Main Street, Heber City, Utah.

**Present:**

Mayor

Alan W. McDonald

Council Members

Robert Patterson

Jeffery Bradshaw

Erik Rowland

Heidi Franco

Kelleen Potter

**Also Present:**

City Manager

Mark K. Anderson

City Engineer

Bart Mumford

Planning Director

Anthony Kohler

Chief of Police

David Booth

City Attorney

Mark Smedley

Deputy Recorder

Amanda Anderson

**Others Present:** Ryan Pritchett, Dave Hansen, Ron Blue, Dale Stewart, Paul Boyer, Terry Loboschefskey, Jeremy McAlister, Kari McFee, Mel McQuarrie, Laurie Turnblom, Bob Brandt, Ann Moulton, Michael Moulton, Ron Phillips, and Dale Whimpey and others whose names were illegible.

**Item A - Joint Meeting with the Airport Advisory Board, Discuss Airport Hangar Lease**

**Rates and Charges Policy:** Mayor McDonald thanked the Airport Advisory Board (AAB) members for attending the meeting. He asked them to explain their past, current and future situation and needs. He stated that since Mel McQuarrie was not in attendance, Dave Hansen would lead the discussion.

Hansen explained that the airport ground was owned by the City and that the airport currently had reversionary and non-reversionary leases in place. With non-reversionary leases the ground itself was always owned by the City, the building was purchased by the owner, but not the ground it sat on, and so at the end of the lease term the ground would revert back to the City and the tenant could either move their building or leave it with the property. At that point, tax revenue would need to be made up by someone other than the tenant. Mayor McDonald stated the amount for the ground lease was extremely low and Hansen stated that was because the rates were put in place a long time ago before the airport was as large as it was now. Hansen stated that "hangar row" was not going to accommodate the needs and that the common walls between them were cinderblock and it would be problematic to try to make those hangars reversionary as there was no separation between the hangars. He also stated that those hangars would most likely come down in the future, due to their proximity to the runway. Mayor McDonald asked

1 for clarification with regard to the low lease rates and the reasons behind that low rate. He felt it  
2 would be problematic to do anything other than year-to-year leases after the expiration of those  
3 leases, as it was impossible to know how long the hangars would be there. He stated the  
4 buildings were old and most people would not put a large amount of money into the hangars,  
5 especially when you were going to be giving the building back at some point. He stated that in  
6 the mindset of the AAB, regarding future hangars, finding someone to lease a building they  
7 would have to give back later might be a problem for the City, as upon the return of the building,  
8 there would be significant repairs needing to be made due the length of time that would have  
9 passed. Hansen felt that if the City were able to get the revenue from a higher lease rate and tax  
10 revenue from the building, that would be preferable as it would benefit the City, as well as the  
11 general public, and it would keep the financial burden of the building off of the public. The  
12 AAB felt it would be much easier to find tenants if the airport had non-reversionary leases. It  
13 would benefit the City as well, as an owner would be more willing to keep the building in good  
14 repair as they owned it and it would be an asset to them as they were the owner. Hansen  
15 suggested rewriting future leases at the current market value would benefit the City as well,  
16 which the airport could do with non-reversionary leases. Hansen stated that if plans were made  
17 correctly there should be no reason to move or remove hangars with very few exceptions and  
18 stated that the AAB was trying to keep the City from subsidizing the airport as much as possible.  
19 Hansen felt it was time to be proactive rather than reactive and that it was time to look down the  
20 road and put things in place to meet future needs. Hansen asked if the FAA would withhold  
21 funds as the airport was not in compliance, due to the C2 and D2 air traffic, and Mark Anderson  
22 stated he was unsure but it was a possibility.  
23

24 Mayor McDonald asked what the current airport tenants and owners were asking for. Hansen  
25 stated the current hangar owners/tenants would like to change to non-reversionary leases.  
26 Hansen stated he was not a financial expert, but the bottom line was easily seen and understood  
27 and felt the non-reversionary leases would benefit the City more than the reversionary leases.  
28 Council Member Rowland asked general clarifying questions and Council Member Franco asked  
29 if the leaseholders had first right of refusal for the hangars/buildings with regard to the expiration  
30 of the lease. Mark Anderson answered there were some leases that were written that way and  
31 others that were not, but with the new leases it was included in the language. There was some  
32 discussion regarding lease extensions, perpetual auto-renewed leases and FAA regulations.  
33

34 Dale Stewart stated in the beginning of the original discussions between the AAB, the decision  
35 was made to go with the reversionary leases and at that time there were a few occupied hangars,  
36 but afterwards the hangars sat empty for quite some time. Since then a couple hangars had sold,  
37 leaving four hangars with a reduced price. The difference in revenue over the course of selling  
38 the hangars was a \$328,000 financial hit with regard to the value of the hangars. He stated that  
39 he had discussed with Mark Anderson, City Manager, that the tenants wanted non-reversionary  
40 leases and the City was hesitant to do the non-reversionary leases and instead lowered the price  
41 of the hangars until they would sell. He explained the situation and his viewpoint of the  
42 circumstances and ultimately felt that the non-reversionary lease would be a benefit to all  
43 involved.  
44

45 Paul Boyer gave examples of past contracts, leases and situations and felt that redoing the leases  
46 at 50 years was common practice, with extensions afterwards with a new lease to avoid  
47 problems. Council Member Franco asked if the owners were lasting 50 years and Hansen  
48 answered that most of the time the hangar owners were using the hangar as an investment and  
49 would most likely not occupy the hangar for the full 50 year lease term.

1  
2 Mark Anderson stated that some of the requests from the AAB were not included in the  
3 document they had brought to the Council and Mel McQuarrie answered that was because the  
4 AAB would like to know which type of lease the Council would require and then they would  
5 continue to edit and refine the lease terms accordingly. Council Member Franco asked about  
6 transfer fees and Anderson and members of the AAB answered her questions. Anderson referred  
7 those in attendance to the spreadsheet he provided earlier this evening. (Please see extra  
8 materials). He compared reversionary leases and non-reversionary leases side by side.  
9

10 Ron Phillips said that it had been stated that the reason the value of the hangars had gone down  
11 was due to the reversionary leases and he disagreed with that, as airports were a management of  
12 public property. He stated that he felt the AAB's intent should be to act for public purpose and  
13 the main purpose of an airport was to provide people a place to store their aircraft and not  
14 necessarily to enhance the property values of independent hangar tenants and/or owners.  
15

16 Mel McQuarrie stated the AAB had looked at this from several viewpoints, liability to the City  
17 and hangar owners, etc. He felt self-sufficiency was the ultimate goal of the AAB. Council  
18 Member Rowland asked if the hangar owners wanted to change over to the non-reversionary  
19 leases because they wanted to make more money. He felt the hangars were perhaps being used  
20 as assets and that was something he struggled with as the City should not be involved with  
21 private investors. McQuarrie stated he was one of the developers at the airport and there was not  
22 significant money to be made and felt that ultimately, private ownership was more beneficial to  
23 the tenant and to the City.  
24

25 Ron Blue stated that ultimately none of them bought their hangars with the intention of making  
26 money, but they bought their hangars because they loved aviation and felt non-reversionary  
27 leases were what they wanted.  
28

29 **Item B – Discuss Resolution 2014-12, a Resolution Amending the Personnel Policy:** Mayor  
30 McDonald invited Suzanne Hansen to explain to the Council the Personnel Policy amendments.  
31 She briefly discussed each amendment (please see item B meeting materials) and the reasons  
32 behind those amendments. Council Member Rowland recommended looking at what the Dept.  
33 of Labor had established as precedent for travel time in order to protect the City from lawsuits.  
34 Council Member Potter stated she thought these were suggestions that had come from Michelle  
35 Kellogg and thought this research had already been done. The council was in agreement with  
36 bringing this item to the Regular meeting.  
37

38 **Item C – Discuss and Schedule a Date for the Heber City 125<sup>th</sup> Anniversary Event:** Laurie  
39 Turnblom stated the committee would like to cordon off part of the City block, limit modern  
40 transportation and use wagons and carriages, etc. The committee would also like to set up  
41 booths along the route that would show the City's past history by 25 year increments along the  
42 route and ending the route with modern times. She stated Tricia Mathis was willing to head a  
43 subcommittee to create a quilt to commemorate the 125<sup>th</sup> anniversary and was looking for  
44 suggestions from the Council for that quilt. Bob Brandt stated that years ago they held Dime &  
45 Dip dinners and proposed this idea, along with possibly milk can stew as another idea. Council  
46 Member Franco asked about the cost of the banners and Mark Anderson, City Manager, stated  
47 there were eight (8) banners per block and he thought the banners were around \$100 each.  
48 Council Member Franco asked for a budget amount for the committee to move forward with.  
49 Mr. Brandt stated he felt part of the commemoration should be advertised in the parade and the

1 float could be a way to advertise the event, as well as bring in the Indian heritage and the signing  
2 of the peace treaty. Chief Booth explained to the Council the issues involved with closing 100  
3 South and suggested starting past 100 South to avoid closing that road. Turnblom explained the  
4 reasons behind the proposed dates and felt September 13<sup>th</sup> was the ideal. Ann Moulton spoke to  
5 the Council about her ideas for the 125<sup>th</sup> celebration. Turnblom stated they wanted as many  
6 citizens involved as possible and had volunteers from the library, Mr. Don Hicken planned to tell  
7 stories, and they would like to create an arts exhibit to display the children's art and finished  
8 quilt for the public. Anderson asked for direction from the Council with regard to a float for the  
9 parade. Mr. Brandt stated he felt the committee could create a float, rather than renting one to  
10 keep the cost more reasonable. The Council was in agreement with them moving forward with  
11 the creation of a float and Council Member Potter suggested vintage cars from different eras  
12 throughout the city as well, to participate in the parade.  
13 At this time, the Council adjourned to the Regular Meeting. Upon adjournment of the Regular  
14 Meeting the following was discussed:

15  
16 **Item D – Discuss Policy for Maintenance/Replacement of Irrigation Ditch Culverts:** Mayor  
17 McDonald asked Dale Whimpey if he would return at another time to discuss this issue, as the  
18 Council had met their curfew for the meeting. Mayor McDonald apologized for keeping him so  
19 long and Anderson stated he would speak with Steve Tozier, Public Works Director, in an effort  
20 to help resolve Mr. Whimpey's issue.

21  
22 Mark Anderson asked the Council to review the three banner designs presented for the 125<sup>th</sup>  
23 Anniversary celebration and the Council was in favor of the design in the middle of the page.

24  
25 Council Member Franco made a motion to adjourn the Work Meeting. Council Member  
26 Rowland made the second.

27  
28 Voting Aye: Council Members Patterson, Bradshaw, Rowland, Franco and Potter. Voting Nay:  
29 None.

30  
31  
32  
33

---

Deputy Recorder  
Amanda Anderson

1 **Heber City Corporation**  
2 **City Council Meeting**  
3 **July 17, 2014**

4  
5 **7:03 p.m.**

6  
7 **REGULAR MEETING**

8  
9 The Council of Heber City, Wasatch County, Utah, met in **Regular Meeting** on July 17, 2014, in  
10 the City Council Chambers at 75 North Main Street, Heber City, Utah.

11  
12  
13 **Present:** Mayor Alan W. McDonald  
14 Council Members Robert Patterson  
15 Jeffery Bradshaw  
16 Erik Rowland  
17 Heidi Franco  
18 Kelleen Potter

19  
20 **Also Present:** City Manager Mark K. Anderson  
21 City Engineer Bart Mumford  
22 Planning Director Anthony Kohler  
23 Chief of Police David Booth  
24 City Attorney Mark Smedley  
25 Deputy Recorder Amanda Anderson

26  
27 **Others Present:** Suzanne Hansen, George Bennett, Ann Moulton, Michael Moulton, Bob  
28 Brandt, Laurie Turnblom, Tess Miner-Farra, Dale Whimpey, Shane Carlson, Dave Lundberg,  
29 Heidi Heller, Ronda Rose, Jason Asay, Jack Rose, Leslie Saunders, Branden Russell, Tracy  
30 Taylor, Merry Duggin, Amad Alsad, and others whose names were illegible.

31  
32 Mayor McDonald opened the meeting and welcomed those in attendance.

33  
34 **Pledge of Allegiance:** Council Member Rowland

35 **Prayer:** Council Member Heidi Franco

36  
37 **Minutes for Approval:** June 30, 2014 Special Meeting

38  
39 Council Member Patterson moved to approve the above listed minutes. Council Member Franco  
40 seconded the motion. Voting Aye: Council Members Patterson, Bradshaw, Rowland, Franco and  
41 Potter. Voting Nay: None.

42  
43 ***OPEN PERIOD FOR PUBLIC COMMENT***

44  
45 Mayor McDonald asked for comments from those in the audience who wished to address the  
46 Council. Paul Boyer spoke with the Council with regard to the Airport Advisory Board issues  
47 discussed during the Work Meeting earlier this evening. He discussed various aspects, scenarios,  
48 etc. that could happen at the airport dependent upon the choices made at this time by the Council

1 and urged them to take all of the information presented and make the best choices for the airport  
2 and those involved.

3  
4 **CONSENT AGENDA**

5  
6 **Item 1: Vito's Italian Ristorante, LLC, Requests Local Consent for a Full Service**  
7 **Restaurant Beer and Wine Alcohol License, Located at 139 North Main Street:** Council  
8 Member Bradshaw moved to grant consent for a full-service wine and alcohol license for Vito's  
9 Italian Ristorante. Council Member Patterson made the second. Voting Aye: Council Members  
10 Patterson, Bradshaw, Rowland, Franco and Potter. Voting Nay: None.

11  
12 **APPOINTMENTS**

13  
14 **Item 2 – Michael Moulton, Approve Proposed Renovation of the North End of the Heber**  
15 **City Social Hall:** Michael Moulton explained to the Council the intent of the Preservation  
16 Committee was to keep Heber Valley a safe place to live now, as well as in the future, and felt  
17 the way to do that was to remain true to the foundations and principles that began the Heber  
18 Valley. Mr. Moulton wanted to establish a Historic Preservation Master Plan and would put that  
19 together, but would like to have public input and they felt an online forum was the best way to do  
20 this. They would also begin the process for 501c3 to help fund the upgrades on the Heber City  
21 Social Hall and felt they were likely to receive private, tax free donations and preferred those  
22 over a government grant. They would like to begin improvements to the Social Hall in 2014 and  
23 explained they had a \$10,000 Certified Local Government (CLG) grant already and were  
24 applying for another \$10,000 CLG grant as they needed that second grant to complete the  
25 project. Moulton asked George Bennett to explain the improvement plans for the Social Hall, as  
26 Bennett was retained by the Historic Preservation Committee to draw up plans for the Social  
27 Hall restorations. Bennett stated the Social Hall currently did not meet ADA requirements and  
28 everything from the north face of the building to the sidewalk would need to be removed and  
29 rebuilt to be in ADA compliance. They would replace some windows, and use the restored  
30 windows to sell tickets for events held at the Social Hall. Bennett also explained the proposed  
31 changes for the interior of the building, i.e. removing walls and creating a space to sell  
32 concessions. Council Member Franco asked about the sandstone that would be removed and  
33 asked if the City could use the slabs of sandstone at the Public Safety building in some way.  
34 Mayor McDonald asked for a cost estimate and Laurie Turnblom stated that the bids for the  
35 exterior were estimated at \$25,000, to remove the concrete and put in the new walkways; new  
36 doors \$4,000 (they had a partial sponsor); to remove the existing stairs the estimate was \$6,000  
37 and she asked for assistance from the City on this item as it would save them a significant  
38 amount of money; the interior would be \$12,500 and that included volunteer skilled labor to  
39 prepare for skilled labor for the walls, counter and windows. The windows had not yet been bid  
40 out. The total cost estimate was \$38,500, but they were hoping to reduce that by 25%-40% with  
41 the help of volunteers, etc. Mark Anderson stated that the City had \$5,000 per year to invest in  
42 the Social Hall per the lease terms. He stated Tony Kohler had submitted an application to  
43 FEMA for a second time and they were waiting to hear from them with regard to financial  
44 assistance for the repair of the Social Hall roof. Council Member Rowland asked the Historic  
45 Preservation Committee to solicit donations at the 125<sup>th</sup> anniversary event and then to come back  
46 to the Council for the deficit. Moulton felt Council Member Rowland had a great idea and  
47 thought they could begin the project with existing funds and solicit donations for the remainder.  
48

1 Council Member Rowland moved to proceed with the rehabilitation project, granting the  
2 committee rights to proceed with the available money, and then the Council would look at this  
3 again in order to establish if additional funds would be necessary at a future date.

4  
5 Voting Aye: Council Members Patterson, Bradshaw, Rowland, Franco and Potter. Voting Nay:  
6 None.

7  
8 **Item 3 – Jack Rose, Donation Request for Sergeant Jim Moore to Compete in the World**

9 **Weightlifting Championship:** Jack Rose stated Officer Moore was incredibly loyal and a  
10 treasure to the City. He stated Moore was an amazing mentor for the other officers, a significant  
11 fundraiser for the Special Olympics and that he was also a world-class athlete who had qualified  
12 this year for the World Weightlifting Championship. Chief Booth stated that money had been  
13 raised through the Police Department to assist Sergeant Moore with the costs of the trip to  
14 Denmark, but they were asking for a donation from the Council to help Sergeant Moore further  
15 with the costs. Chief Booth explained the various things Sergeant Moore did for the Police  
16 Department and City, i.e. training the other officers at the Police Department, bringing his own  
17 personal exercise equipment in for the other officers to use, and so forth. Council Member  
18 Rowland asked if representatives from other countries would be in attendance at the World  
19 Championship and Sergeant Moore answered that yes there would be international contestants  
20 competing. Council Member Rowland stated he would be in agreement with the donation, upon  
21 the condition that Sergeant Moore participated in the 125<sup>th</sup> celebration and Sergeant Moore was  
22 in agreement with this.

23  
24 Council Member Rowland moved to donate \$2,000 to Sergeant Moore to help fund the costs  
25 involved with traveling to the World Weightlifting Championship, as well as 40 hours of  
26 vacation time, upon the condition that Moore participated in the 125<sup>th</sup> anniversary. Council  
27 Member Bradshaw made the second. Voting Aye: Council Members Patterson, Bradshaw,  
28 Rowland, Franco and Potter. Nay: None.

29  
30 Chief Booth thanked the City Council for their support during the Rainbow Family Gathering.  
31 Council Member Rowland stated he felt the Heber City Police Department and Chief Booth  
32 handled things very well and thanked him.

33  
34 ***ACTION ITEMS***

35  
36 **Item 4 – Accept/Reject Annexation Petition for Beehive Storage, LLC, Located at 1484**

37 **Industrial Parkway:** Tony Kohler explained the annexation petition for Beehive Storage,  
38 and stated the property would be zoned industrial. The reason for the request was they needed  
39 to receive water service as required by the Fire Department and Heber City Administration  
40 stated they would provide that water service upon annexation.

41  
42 Council Member Potter moved to accept the annexation petition for Beehive Storage. Council  
43 Member Franco seconded the motion.

44  
45 Voting Aye: Council Members Patterson, Bradshaw, Rowland, Franco and Potter. Voting  
46 Nay: None.

1 **Item 5 – Infinity Consultants, Approve Heber Gateway 2 Subdivision Located at**  
2 **approximately 1200 South 380 East:**

3 Tony Kohler explained where the subdivision was  
4 located, and stated that part of the road would be dedicated to the City, per the development  
5 agreement. Kohler explained to the Council the details of a deceleration lane, the conditions  
6 of future development, different scenarios, and so forth. Council Member Rowland felt that  
7 providing better access to the IHC Hospital was a benefit to the entire City. Mark Anderson  
8 explained different scenarios that could unfold with regard to this area, i.e. special  
9 improvement district, developer responsibility, the involvement of IHC Hospital, etc. Kohler  
10 stated the petitioner asked for time with the Council, which the Mayor granted. Reed  
11 Dickson, representative from Tractor Supply, stated what Kohler outlined was accurate and  
12 correct, but the Development Agreement had been completed this afternoon and he would like  
13 to ask that the wording be fine-tuned and to include that in the motion, (specifically item 2B,  
14 i.e. city requiring right of way to be 75’ wide which is wider than usual, the turn lane and the  
15 additional width of 500 East), as the developer felt the City should bear some responsibility  
16 for those. Kohler explained that the additional width was due to the Master Plan and the fact  
17 that there were eight additional feet included for the trail. Mumford stated the Impact Fee  
18 would compensate for any improvements, due to the dedication of the land. He was not  
19 comfortable getting into any other Agreements at this time, other than the standard Impact Fee  
20 reimbursement. Mumford was not supportive of the developer’s request. Anderson explained  
21 the history of the properties and what were regular practices with City right-of-way and  
22 dedications in the past.

23 Council Member Rowland made a motion to approve the Heber Gateway 2 Subdivision as  
24 written in the agenda, as per the development agreement. Council Member Patterson  
25 seconded the motion. Voting Aye: Council Members Patterson, Bradshaw, Rowland, Franco  
26 and Potter. Voting Nay: None.

27  
28 **Item 6 - Smoke Station 2, Appeal of Business License Revocation:** Smoke Station 2 legal  
29 representative stated she had reviewed the most recent agreement sent by Mark Smedley’s office.  
30 She asked for changes to be made as follows: Paragraph 2, line 5 that the “48 months” be  
31 changed to “60 months” with a concession in subparagraph A which changed the last line ending  
32 in “minors” and change to “if occurs” more than twice in a 12 month period.”

33  
34 Council Members Franco and Rowland were not in agreement with the above proposed changes,  
35 Mark Smedley clarified his position and explained to the Council the rules and regulations for a  
36 smoke shop business. Council Member Rowland suggested changing the agreement to read as it  
37 was now written for the first two years, and if there is no wrongdoing during those first two years  
38 then the probation would be lessened at that time. The Smoke Station 2 attorney stated they had  
39 instituted a training manual and a tobacco sales quiz that future Smoke Station 2 employees  
40 would be required to complete, in an effort to prevent future problems. Council Member Franco  
41 asked if they could move into closed session to discuss this and Smedley stated he would  
42 recommend not doing that. Council Member Potter stated she would like to keep things the way  
43 they were and entertain loosening the probation after two years. Council Member Franco stated  
44 she felt the strict period should be as long as the unlawful activity, which would be 30 months.  
45 Mayor McDonald asked to add the following: The Smoke Station 2 understands that this is a  
46 legal and binding contract and further acknowledges that upon signing this contract the Smoke  
47 Station 2 fully understands all of the terms of this agreement and releases all claims against the  
48 City. The Smoke Station 2 acknowledges that they are signing this agreement and release all

1 rights and claims freely and voluntarily and that they have not been coerced or threatened to  
2 make this agreement.

3  
4 Smoke Station 2 attorney and Amad Alsad were in agreement with a 30 month probationary  
5 period and Smedley stated severability language would be placed into the agreement. It was  
6 ultimately decided that paragraph 2 would be edited to read 30 months rather than 48 months and  
7 a subparagraph that would include the additional verbiage.

8  
9 After discussion between the Council, Smoke Station 2 and Mark Smedley, it was ultimately  
10 decided that the agreement would read as: 30 months strict probation as per contract with the  
11 next 30 months probation set that if there were two tobacco sales to minors then the Smoke  
12 Station 2 business license would be revoked.

13  
14 Council Member Rowland moved to approve the agreement with the aforementioned  
15 amendments, including severability language. Council Member Potter seconded the motion.

16  
17 Voting Aye: Council Member Patterson, Bradshaw, Rowland and Potter.

18 Voting Nay: Council Member Franco.

19  
20 **Item 7 – Approve Ordinance 2014-17, an Ordinance Abandoning the Open Space Parcel on**  
21 **the West Side of Valley Hills Boulevard within The Cove at Valley Hills Subdivision:** This  
22 item was included with the Item 8 discussion.

23  
24 **Item 8 – Coyote Development, Approve The Cove at Valley Hills Phase 1C, Located**  
25 **between 1772 North Valley Hills Boulevard and Callaway Drive, and the Associated**  
26 **Development Agreement:** Tony Kohler gave a brief background with regard to this item and  
27 stated Mel McQuarrie would be unable to attend the meeting. Mayor McDonald asked what the  
28 State Code was with regard to open space and Kohler answered it read, “Open space was owned  
29 collectively by the people within the subdivision unless specified otherwise.”

30  
31 In this case it was specified that the open space was owned by Coyote Development, LLC and he  
32 also stated that the City did not have ordinances for open space or a slope ordinance in place.  
33 Council Member Rowland stated his concerns and felt this item needed to return to the developer  
34 in order to allow them to follow through with six years of commitments. After some discussion,  
35 Bart Mumford stated that the original concept presented had changed and due to the time that  
36 had passed there was little the City could do.

37  
38 Tara Lundberg, Lot #29, thanked the Council for allowing her to speak and stated this was the  
39 third time this had been brought to the Council and she was frustrated due to the changes and  
40 adjustments, etc. that were being made in order for the developer to keep bringing this back to  
41 the Council. She stated they would have never bought the lot if they knew this would happen  
42 and their original final plat map stated that area was open space. Additionally, the suggested lot  
43 would be built on a very steep area behind their existing home and they were worried about  
44 safety.

45  
46 Dave Lundberg stated the minutes from 2001 had provided several references to open space. He  
47 stated the lots were set for sewer, but during 2001 the area was disclosed as open space. He  
48 asked the Council to uphold the open space whether or not the developer was cooperating.

1 Leslie Saunders, represented the owners of Lot 27 who passed away earlier this year. She stated  
2 the reason the owners purchased that lot was due to the “open space” and felt there was “double-  
3 dipping” being done by the developer. She apologized for any misconception that may have  
4 happened at past Planning Commission meetings and stated that at no time had she  
5 recommended that the adjacent property owners should purchase the ground to rectify the  
6 situation.

7  
8 Tracy Taylor stated that as a real estate agent, this would create a significant problem for the  
9 City, as it would make any open space verbiage a “gray” area. She also agreed that the  
10 surrounding property values would go down.

11  
12 Mark Smedley asked the Council to consider that these issues were between Mel McQuarrie and  
13 the property owners and stated the question was whether or not the City wanted to get involved  
14 or not. Council Member Rowland stated that he was in agreement with Smedley with regard to  
15 the homeowners and the developer, but he wanted more work done by the developer with regard  
16 to this item before it was brought back to the Council.

17  
18 Dave Lundberg spoke to the Council and asked them to look back through the minutes beginning  
19 in 2001 as there was much discussion, suggestion, guidance and direction that the area in  
20 question become open space owned either by an HOA or deeded by the City. He stated there  
21 was foresight of this scenario and because the City did not follow through to ensure this was  
22 solidified, things should be enforced at this time that were previously decided.

23  
24 Council Member Rowland moved that Item 7 and Item 8 be tabled so the City could go back and  
25 identify what agreements were already in place and establish what had been done. Council  
26 Member Franco seconded the motion.

27  
28 Voting Aye: Council Members Patterson, Bradshaw, Rowland, Franco and Potter.  
29 Voting Nay: None.

30  
31 **Item 9 – Approve Draft FAA Grant Agreement for the Airport Runway and Apron Rehab**  
32 **Project:** Council Member Patterson moved to approve the draft FAA grant agreement for the  
33 airport runway and apron rehab project. Council Member Potter seconded the motion.

34  
35 Voting Aye: Council Members Patterson, Bradshaw, Rowland, Franco and Potter.  
36 Voting Nay: None.

37  
38 **Item 10 – Approve Resolution 2014-09, a Resolution Adopting City-Wide Fireworks and**  
39 **Open Fire Restrictions for 2014:** Council Member Rowland recommended not imposing  
40 firework restrictions for July 24, 2014 holiday. Council Member Franco made the second.

41  
42 Voting Aye: Council Members Patterson, Bradshaw, Rowland, Franco and Potter.  
43 Voting Nay: None.

44  
45 **Item 11 – Approve Resolution 2014-11, a Resolution Amending the Council’s Board or**  
46 **Committee Compensation Policy of Heber City:** Mayor McDonald stated that agenda items  
47 11 and 12 be placed into a Work Meeting before being brought to the Council and he requested  
48 removing these items until they had been discussed during a Work Meeting, after which they  
49 would be placed on the Regular Meeting agenda.

1 Council Member Franco asked why the request to remove these items wasn't brought up a week  
2 ago. Mayor McDonald stated the agenda was at his discretion and he wanted to remove these  
3 items at this time. Mayor McDonald asked Council Member Franco why they waited until  
4 Thursday to submit the items for the packet materials.

5  
6 Council Member Patterson stated that past practice was that agenda items went through the work  
7 meeting first and then moved to the regular meeting. Council Member Rowland stated he had no  
8 problem moving these items to the work meeting, as long as they were moved by a vote, as he  
9 felt things were slowly changing over the past few years and he wanted to clarify the council  
10 members' rights.

11  
12 Mayor McDonald asked Council Member Bradshaw's thoughts, to which Council Member  
13 Bradshaw replied that items discussed at work meetings at times were unnecessary, but in this  
14 circumstance he had no preference whether the Council discussed this tonight or not; his only  
15 problem was he would be out of town at the next meeting and would like to be in attendance for  
16 the discussion.

17  
18 It was decided to discuss this item. Council Member Rowland explained the reasoning behind  
19 the Resolution, and stated that the current resolution requiring Council Members to split their  
20 compensation did not include the Mayor. Rowland felt this was a transparency issue and should  
21 be changed. He felt this compensation should be public and then equitably split among the  
22 Council Members. He went on to explain his thoughts on the topic and felt this Resolution made  
23 things equal among the Council.

24  
25 Mayor McDonald stated that the Mayor's role, especially on the HL&P Board, was not the same  
26 as the Council Members and so the compensation should not be the same. Council Member  
27 Franco explained her thoughts and Council Member Rowland voiced his thoughts with regard to  
28 the board compensation. Mark Smedley explained there were two issues-the first was the part of  
29 the Resolution that spoke about equalizing the compensation of the Mayor that he received from  
30 the HL&P Board and the Sewer Board. He needed Dave Church's opinion that the ability to take  
31 away or add to with regard to those organizations was under the jurisdiction of the particular  
32 board and was not the Heber City Council's right to do so. The second issue, regarding the  
33 transparency issue, was that it was not illegal and the Council could make changes to create  
34 disclosure requirements.

35  
36 Smedley answered questions and discussion ensued among the Council, City Attorney and City  
37 Manager.

38  
39 Council Member Bradshaw stated the board had been paying members of their boards for  
40 decades. He felt that if the entity involved with the board wanted to pay their board members  
41 that was up to them. He also was not in agreement with splitting the money equally. For  
42 example, the City Council members that served on the HL&P Board worked very hard and then  
43 their hard work and monetary compensation was given to other Council Members for doing  
44 nothing. He stated that if the Council did not like the HL&P Board compensation then they  
45 should take that to the board.

46  
47 Mark Smedley continued discussion with Council Member Rowland. After some time, Mayor  
48 McDonald asked to move this item to the work meeting to discuss at another time. Council  
49 Member Patterson was in agreement with Council Member Bradshaw and suggested also that the

1 Mayor's compensation should be kept the same as he went to a lot more meetings than the other  
2 Council Members.

3  
4 Council Member Rowland moved to amend and approve Resolution 2014-11. Council Member  
5 Franco made the second, but asked what the amendment was to the Resolution. Mayor  
6 McDonald stated he did not call for a motion on this item. Council Member Rowland moved to  
7 approve the Resolution 2014-11 with no amendment, "as is." Mayor McDonald stated he did not  
8 call for a motion. There was discussion among the Council, Mark Smedley and Mark Anderson  
9 with regard to bylaws concerning whether a motion had to be called for or not.

10  
11 Council Member Rowland rescinded his motion and stated he still wanted to discuss this item  
12 further and felt it was important. He also wanted to work together with the council and was  
13 willing to concede for the time being.

14  
15 Council Member Rowland moved to approve Resolution 2014-11 with the amendment to remove  
16 the component that requires the Mayor to be part of the compensation issue until it could be  
17 discussed in a work meeting and keep in place the components that require transparency of how  
18 the compensation was being disbursed among the Council Members. Council Member Franco  
19 seconded the motion.

20  
21 Council Member Potter stated she felt the transparency issue was a positive thing and the public  
22 deserved to know. Council Member Rowland clarified that even though the first portion  
23 including the Mayor was being removed for now, it did not exclude the Mayor from reporting or  
24 the transparency obligations. The second portion would remain as it was. Mayor McDonald  
25 stated he had no problem with that.

26  
27 Voting Aye: Council Members Rowland, Franco, and Potter.

28 Voting Nay: Council Members Patterson and Bradshaw.

29  
30 Council Member Rowland asked to move the remaining issue to the August 21<sup>st</sup> Work Meeting.

31  
32 **Item 12 – Approve Resolution 2014-13, a Resolution Authorizing the Heber City Manager**  
33 **to Review all HL&P Financial, Budgetary and Personnel Policies:** Mayor McDonald  
34 strongly recommended moving this item to a Work Meeting due to the amount of time spent on  
35 the previous item. Council Member Franco asked if the Mayor knew whether or not dividends  
36 from the City would be compromised this year or not due to the financial situation of Heber  
37 Light & Power (HL&P). Council Member Franco asked how the HL&P dividends would affect  
38 the City budget. Mayor McDonald stated dividends would be paid out for the upcoming quarter,  
39 funds would be sent to HL&P, and from there it would be decided at the HL&P Board Meeting  
40 where and when to release those funds.

41  
42 Council Member Rowland shared his opinions with regard to this resolution and stated that if  
43 House Bill 17 were put into place, something like this would need to be in place eventually  
44 anyways. Mayor McDonald recommended explaining to the HL&P Board the intent of the City  
45 with this Resolution. The Mayor and Council discussed this item at length. Council Member  
46 Bradshaw explained the process and procedures of an audit. After discussion among the  
47 Council, Mayor McDonald stated he was confident the HL&P staff conducted themselves  
48 appropriately with regard to finances and so forth.

1 Council Member Franco moved to accept Resolution 2014-13 as it stood, so that Anderson could  
2 have the ability to give an honest evaluation of the information that he received, in trying to help  
3 the Council understand the situation and also be able to give help or any sort of suggestions to  
4 the Board of Directors. Council Member Rowland seconded the motion.

5  
6 Council Member Bradshaw felt that House Bill 17 was flawed, and stated he had spoken with  
7 people with regard to that bill and stated the Legislature was in the process of revising that bill  
8 due to the flaws. He also felt that in authorizing the City Manager to review those things was  
9 fine, but on the other hand, it said that it was the City Council's responsibility and desire to do  
10 this and as soon as this passed Council Members would turn to Mark Anderson with requests.  
11 Council Member Bradshaw knew it would be extremely time consuming for the City Manager.  
12 He stated there should be a certain level of trust between Interlocal entities. Council Member  
13 Rowland explained the reasons and purpose behind the Resolution. Mayor McDonald  
14 recommended taking this Resolution back to a Work Meeting to continue to work on it, as there  
15 seemed to be different ways to interpret it amongst the City Council Members. Council Member  
16 Patterson stated he felt that morale was low at HL&P and he felt the company needed the trust of  
17 the City at this time. After discussion among the City Manager, Mayor and Council, Mayor  
18 McDonald called for a vote.

19  
20 Voting Aye: Council Members Rowland, Franco, and Potter.

21 Voting Nay: Council Members Patterson and Bradshaw.

22  
23 Because of the lateness of the hour, the Regular Meeting was adjourned.

24  
25  
26  
27  
28  

---

Deputy Recorder  
Amanda Anderson

# **CONSENT AGENDA**

# TAB 1

## **HEBER CITY COUNCIL**

Date: August 7, 2014

Staff Report by: Anthony L. Kohler

Item: Catholic Church Single Event Alcohol License

The Catholic Church is requesting local consent for a single event alcohol license on August 23, 2014 from about 11 am to 6 pm. The event will be held at 5 South 100 West, outside in the back between the church and Summit Engineering's building. Section 5.08.060 (I) of the code permits the City to grant local consent for this event, and this event can be held within a church. The only proximity requirement is that the single event be located at least 150 feet from the nearest playground, and the event is much further than 150 feet from the City Park.

If local consent is granted, the petitioner will need:

1. A \$2,000 surety or cash bond posted to the City
2. Approval by the Utah State DABC
3. Background check.

### **Section 5.08.060 I "Single Event Permits"**

#### **I. Single Event Permits.**

1. A Single Event Permit shall entitle a bona fide corporation, church, political organization, or incorporated association or a subordinate lodge, chapter, or other local unit thereof that is conducting a convention, civic, or community enterprise to sell beer at such event.

2. Single Event Permits may not exceed 72 consecutive hours (three days).

3. No more than four (4) Single Event Beer Permits may be granted to any entity in one calendar year.

4. The Single Event shall comply with Heber City Code, Chapter 5.06 "Mass Gatherings".

5. The application for the Single Event shall specify the days of operation and the location of the alcohol sales.

6. A variance to the current provisions of Sections 5.08.050, 5.08.060 and Chapter 9.44 of the Heber City Code may be granted by the City Council for a Single Event, upon compliance with the following, and the City Council making the following findings:

a. The proposed Single Event's location does not front upon the same side of the street, share access or parking with, or adjoin property lines with a church, school, library, or playground;

b. The proposed Single Event does not pose a threat to the health, peace, safety, and welfare of surrounding land uses;

c. The proposed Single Event will not create an undue concentration of alcohol dispensing establishments;

d. The proposed Single Event will not create an undue burden in controlling and policing illegal activities in the vicinity;

e. The proposed Single Event will not create a nuisance to the community;

- f. The proposed Single Event provides a significant revenue benefit to the community;
- g. The proposed Single Event shall comply in all provisions and restrictions contained in Title 32 A, Chapter 12 of the "Alcoholic Beverage Control Act", Utah Code Annotated;
- h. No outdoor Single Event shall continue after 11:00 p.m., unless such Event is located in a Public Park, in such case, the Event shall not continue after 9:00 p.m.
- i. The proposed Single Event shall comply with all provisions of Section 5.08.060 (I) (7) Beer Garden in Public Parks, Limited;
- j. The application for a Single Event must have been in existence as a bona fide organization for at least one year prior to the date of application;
- k. The proposed Single Event must be at least 150 feet from any public playground, measured in a straight line from the nearest entrance of the boundaries of the specific playground sandlot.



**HEBER CITY CORPORATION**  
 Business License Department  
 75 North Main, Heber City, UT 84032  
 Phone (435) 654-4830 Fax (435) 657-2543

**OFFICE USE ONLY**

Issued \_\_\_\_\_ Permit No. \_\_\_\_\_  
 Receipt No. \_\_\_\_\_ Code \_\_\_\_\_  
 Permit Fee \_\_\_\_\_  
 Other Fee \_\_\_\_\_

**Master Festival & Special Event Application**

Total \_\_\_\_\_

Master Festival (MFL) & Special Event Applications **MUST** be complete and submitted to the Business License Department no less than **90 Days Prior** to a MFL and no less than **60 Days Prior** to a Special Event for staff review. Applications not submitted within That timeframe may not be granted approval. If the event is to be held at a City Park, please refer to the Municipal Park Rules. This application **DOES NOT** constitute a valid permit. A separate permit will be issued once all necessary departments have approved the application.

**APPLICATION FEES:**

All applications require a \$30.00 non-refundable application processing fee. The standard temporary/event fee is \$100.00. Additional fees for other services, including Health Department, Fire Department, Police Department and City Services will be estimated and provided to the applicant.

**EVENT INFORMATION:**

Name of event: Saint Lawrence Festival					
Location of event: 5 South 100 West, Heber City, Utah 84032					
Overall event description (Briefly explain event & activities) Festival with food for onsite and offsite consumption, vendors, children activities.					
<input type="checkbox"/> First Time Event		<input checked="" type="checkbox"/> Annual Event (How many years?) 8 years		Will a fee be charged for attendance or participation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Master Festival Criteria (Public Event) If one box is checked the event is automatically an MFL	<input type="checkbox"/> Attraction of crowds over 500 participants and or spectators	<input type="checkbox"/> Requires Partial or Full Street Closure or use of Public Right of Way	<input type="checkbox"/> Use of City Park, buildings or other properties	<input type="checkbox"/> Use of off-site parking facility	<input type="checkbox"/> Use of Amplified Music
Special Event Criteria (Public or Private Event)	<input type="checkbox"/> Causes significant public impacts via disturbance, crowd, traffic, and or parking	<input type="checkbox"/> Disruption of the normal routine of the community or affected neighborhood	<input checked="" type="checkbox"/> Necessitates temporary business or liquor licensing	<input checked="" type="checkbox"/> Event signs visible from public property or right of way	<input checked="" type="checkbox"/> Temporary structures, including inflatable's

**EVENT TYPE**

<input type="checkbox"/> Festival	<input type="checkbox"/> Run/Walk	<input type="checkbox"/> Road Bike Event	<input type="checkbox"/> Triathlon	<input type="checkbox"/> Concert	<input type="checkbox"/> Parade
<input checked="" type="checkbox"/> Street Fair	<input type="checkbox"/> Trail Event		<input type="checkbox"/> Biathlon		<input type="checkbox"/> Other _____

**EVENT DATES AND TIMES**

Event Date(s): August 23, 2014	Event Hours - Start Time: 11:00 am	End Time: 6:00 pm
Set-up Date(s): August 22-23	Time(s) 3pm-7pm, 8am-11am	Breakdown Date(s); Aug 23
	Time(s) 6:00 pm - 8:00 pm	

**ESTIMATED PARTICIPANTS**

Participants: 200	Volunteers: 30	Spectators:	Total: 230
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**APPLICANT AND SPONSORING ORGANIZATION INFORMATION**

Name: Joseph T. Dunbeck, Jr.	Position: Church member
Street Address: 510 Valley Drive	
City: Heber City	State: Utah
	Zip: 84032
Mailing address : Same	
City, State, Zip	
Telephone (work)	Mobile: (435) 503-0318
	Home:
Email: noonbeck@aol.com	Fax Number:
Sponsoring Organization: Saint Lawrence Catholic Church	Is organization a registered non-profit? <input type="checkbox"/> YES <input type="checkbox"/> NO (If yes, please provide copy of registration paperwork)
Onsite contact: Bob Giese	Mobile phone: (801) 597-7423

**MARKETING OF EVENT**

Who is the target market for this event? Church members and local residents.			
Where is the target market for this event?	<input checked="" type="checkbox"/> Local	<input type="checkbox"/> Regional	<input type="checkbox"/> National <input type="checkbox"/> International
Will this event be televised?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Local	<input type="checkbox"/> Regional <input type="checkbox"/> National <input type="checkbox"/> International
Please list print advertisements including newspapers and magazines: Wasatch Wave and local posters.			

ALL EVENTS WITH ATTENDANCE GREATER THAN 500 REQUIRES A WASATCH COUNTY MASS GATHERING PERMIT ISSUED THROUGH THE WASATCH COUNTY HEALTH DEPARTMENT. (435)657-3261.

**INFORMATIONAL-PART A**

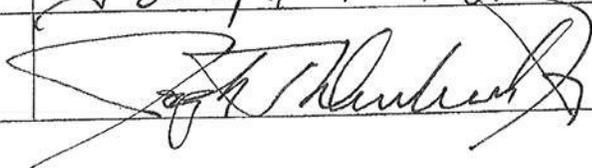
**INSURANCE REQUIREMENTS**

Heber City Corporation requires proof of liability insurance in the minimum amount of two million dollars (\$2,000,000.00) and the applicant shall name Heber City Corporation, 75 North Main, Heber City UT 84032 as additionally insured.

**RULES and REGULATIONS**

To insure prompt and accurate processing of your application, ensure that ALL relevant support materials and documentation accompanies application. Failure to do so will constitute an incomplete application and may delay review.
A Complete application must include a site plan that includes, but may not be limited to the following: street closures, signs, operational vehicles, barricades, tents and other temporary structures, activity locations, bleachers, portable and fixed toilets, water stations, event headquarters, solid waste and recycle containers, exits/ entrances, walkways, fire lanes, event route(s), operational plan, security/ crowd control plan, power sources, cooking facilities, etc.
Upon reviewing application, Heber City Corporation may set up a meeting to discuss your event.
The applicant(s) shall assume and reimburse Heber City Corporation for any and all costs and expenses determined by Heber City Corporation such as City staff's time if required at event, additional garbage or waste in city receptacles, providing, erecting or moving equipment such as barricades, directional or event signs, garbage and waste receptacles. Heber City Corporation may require a deposit that shall not exceed one thousand dollars (\$1000.00) to cover such expenses.

**AGREEMENT & SIGNATURES**

I, the undersigned representative have read the rules and regulation with reference to this application and am duly authorized by the organization to submit the application on its' behalf. The information contained herein, including supporting documentation is complete and accurate.	
Name (Printed)	Joseph T Duback Jr
Signature	
Date:	2014-07-28

OFFICE USE ONLY

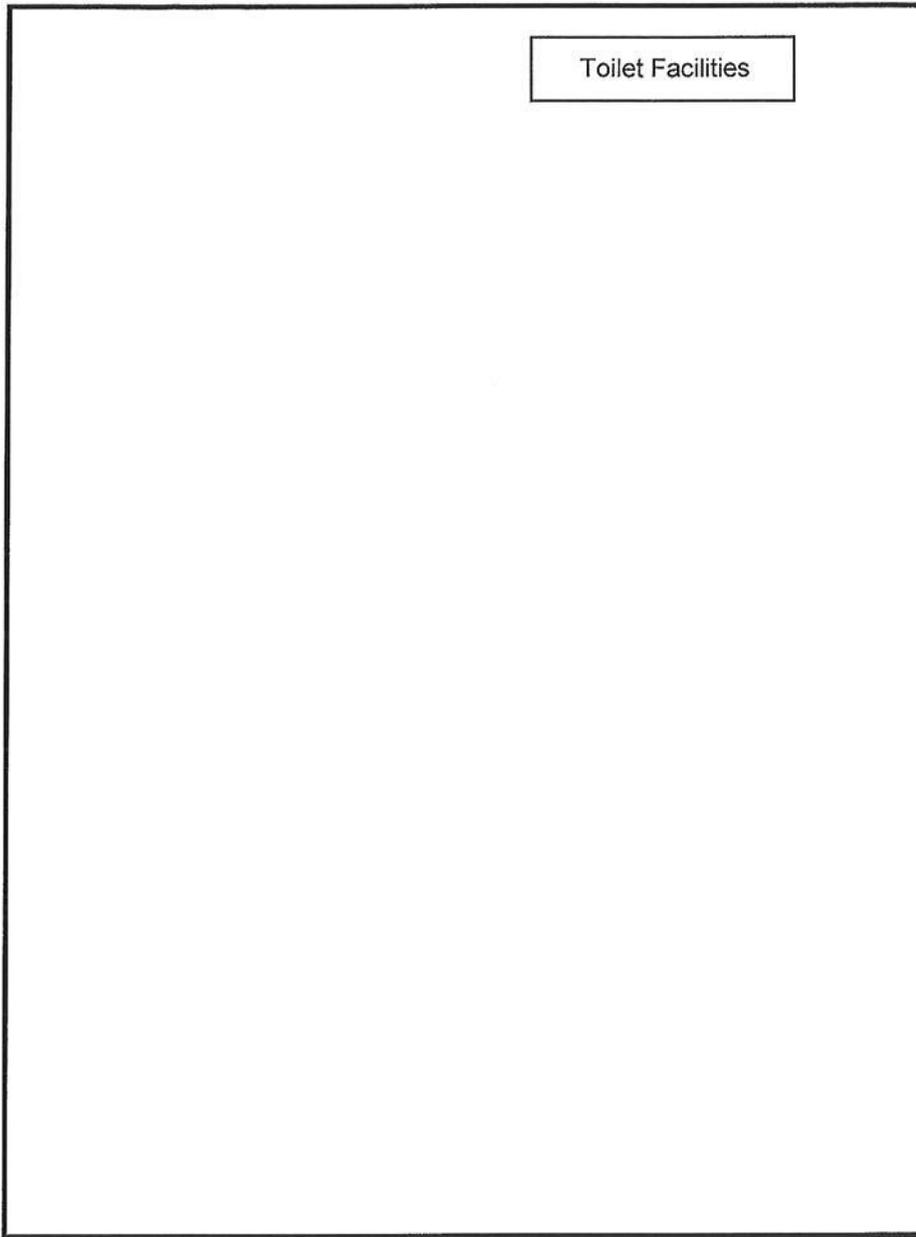
Engineering Department	<input type="checkbox"/> Approved <input type="checkbox"/> Denied	Date:	Signature:	Comment:
Police Department	<input type="checkbox"/> Approved <input type="checkbox"/> Denied	Date:	Signature:	Comment:
Building Department	<input type="checkbox"/> Approved <input type="checkbox"/> Denied	Date:	Signature:	Comment:
Zoning Department	<input type="checkbox"/> Approved <input type="checkbox"/> Denied	Date:	Signature:	Comment:
Wasatch County Health Department	<input type="checkbox"/> Approved <input type="checkbox"/> Denied	Date:	Signature:	Comment:
Wasatch County Fire Department	<input type="checkbox"/> Approved <input type="checkbox"/> Denied	Date:	Signature:	Comment:
Public Works	<input type="checkbox"/> Approved <input type="checkbox"/> Denied	Date:	Signature:	Comment:
Business License Administrator	<input type="checkbox"/> Approved <input type="checkbox"/> Denied	Date:	Signature:	Comment:

**St. Lawrence Festival**  
Special Event Application

1. Site Map Explanation
  - a. The St. Lawrence Fall Festival does not require that Center Street be blocked. The parking on both sides of Center Street to the north of the Church is roped off.
  - b. The Festival includes musicians that play immediately behind the Church where food is served. The sound cannot be heard beyond the Church property.
  - c. Toilet facilities will be provided at the location indicated, if required.
2. Safety & Security -- The primary concern is pedestrian traffic across Center Street. This is deal with by barring parking on Center Street from the 100 West intersection along Center Street next to the Church.
3. Temporary Signs – On the day of the event, temporary signs will be placed on the corner of Main and First South and the corner of Main and Center. These signs will be on the poster board and will be similar in size and content to yard sale signs.
4. Vendors – The Church will notify vendors of the need to obtain a temporary business license and sales tax identification number. The Church will provide the final list of vendors the week prior to the event.
5. Animals – It has not been determined whether there will be animals at the event.
6. Insurance – The Church is arranging for the City to be named as an additional insured on its liability policy.

**Old Senior Citizen Center Parking Lot**

**100 West**



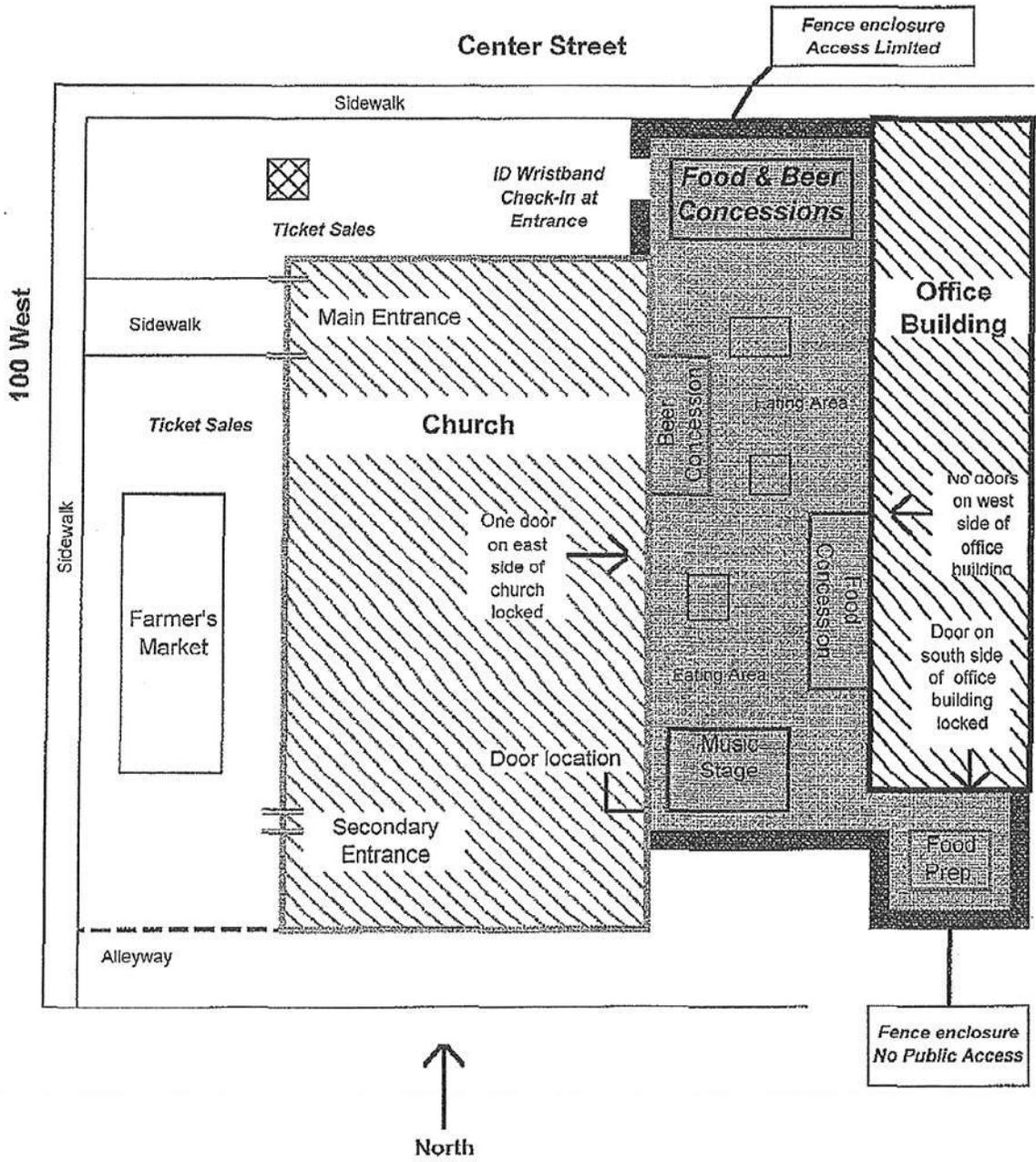
**Wasatch County Administrative Building Parking Lot**

**Center Street**

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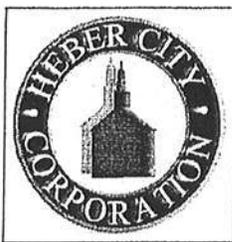
**Church Property (See separate sheet)**

On the northside of Center Street is a rather large area behind the Wasatch County Administrative Building where children's activities, crafts and booths are located.



ONE DAY EVENT

AUGUST 23, 2014



HEBER CITY CORPORATION  
BUSINESS LICENSE DIVISION  
75 North Main, Heber City, Utah 84032  
(435) 654-4830

APPLICATION for LOCAL CONSENT:  
BEER, WINE AND ALCOHOL ESTABLISHMENTS

To appear before the City Council, please file this application with the City Recorder's Office.

A. Business Name Saint Lawrence Catholic Church  
Proposed local business address: 5 South 100 West, Heber City, Utah

B. Ownership Type:  Corporation  Partnership  Proprietorship  LLC  
If Corporation list Corp. name Saint Lawrence Catholic Church  
(Attach a copy of Certificate of Incorporation)

C. Information on:  President  General Partner  Sole Proprietor  
Name Father Roberto Montoro, Ass. Pastor phone (435) 649-9676  
Home Address \_\_\_\_\_  
Mailing Address 1505 White Pine Canyon Road, Park City, Utah 84060  
(Street Number) (City) (State) (Zip)

D. Information on:  Local Manager  Partner  Representative Responsible for Business  
Name Joseph T. Dunbeck, Jr Home Phone (435) 503-0318  
Home Address 510 Valley Drive, Heber City, Utah 84032  
Mailing Address \_\_\_\_\_  
(Street Number) (City) (State) (Zip)  
Date of Birth 4/26/1953 Place of Birth Corning, NY

*A Bureau of Identification criminal background check may be required for each local manager as part of the application approval process*

E. Give a brief description of the proposed establishment and alcohol license requested, and check the appropriate box or boxes.  
St. Lawrence Festival includes food served in a confined area.

- Restaurant License
- Tavern License
- Package Agency
- Single Event Permit
- Temporary Special Event Beer Permit
- Limited Restaurant License
- Private Club License
- On-premise Banquet License
- Manufacturers and Wholesale Facilities
- Off-premise Beer Retailer's License
- State Store
- Special Use Permit
- Liquor Warehousing License
- On-premise Beer Retailer License

- F. Attach a copy of a plat map from the County Recorder's office showing the proposed facility, as well as all other properties within 500 feet of the proposed facility.
- G. Attach a certified Bureau of Criminal Identification background check of the applicant current within 30 days.

H. Verification of Accuracy - Acknowledgment of Responsibility

I hereby consent to grant an irrevocable license to the City permitting any authorized representative of the City or any law enforcement officer unrestricted right to enter and inspect the premises. I verify by oath that I am the executive officer or the person specifically authorized by the corporation, business or association to sign this application, and have attached written evidence of said authority.

Authorized Business Owner

2014-07-21  
Date

# Wasatch County Base Map



Road Center Line 3

- State and Federal
- Collector
- Collector, County Maintained
- Collector, County

Road Center Line 3 (continued)

- Local
- Local, County Maintained
- Local, County
- Water Body

Parcel

- Municipal
- Land Administration

### Disclaimer

The boundary lines shown here have been generated for the internal use of Wasatch County and should only be used for general reference purposes.

Questions concerning ownership boundary locations should be directed to a title company, attorney, or licensed land surveyor.

# APPOINTMENTS

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# TAB 2

Dave Booth

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**From:** Rice, Kevin A -FS [<mailto:kevinarice@fs.fed.us>]  
**Sent:** Thursday, July 24, 2014 11:41 AM  
**To:** [dbooth@ci.heber.ut.us](mailto:dbooth@ci.heber.ut.us); Jared Rigby ([jrigby@co.wasatch.ut.us](mailto:jrigby@co.wasatch.ut.us)); [toddbonner@co.wasatch.ut.us](mailto:toddbonner@co.wasatch.ut.us)  
**Cc:** Davis, Curtis -FS; McKinney, Michael -FS; Parker, Jason D -FS  
**Subject:** Plaque

Chief, Sheriff and Jared,

I have received the plaques of appreciation for Heber City and the Wasatch County Sheriff's Office.

I also have Certificates of Appreciation for your collective employees who worked the Gathering.

Let me know what dates work for you individually or collectively and I would love to drive out to Heber and present those items to you in any manner you deem appropriate.

Thanks again.

Kevin

Kevin A. Rice  
Special Agent in Charge  
Forest Service Inter Mountain Region  
Law Enforcement and Investigations  
324 25<sup>th</sup> Street  
Suite 1104  
Ogden, UT 84401  
O: 801-625-5324  
C: 801-940-4264

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# **ACTION ITEMS**

# TAB 3

Heber City, Utah

August 7, 2014

The City Council (the "Council") of Heber City, Utah (the "City"), met in regular public session at the regular meeting place of the City Council in Heber City, Utah, on August 7, 2014, at the hour of 7:00 p.m. with the following members of the Council being present:

Alan W. McDonald	Mayor
Jeffrey Bradshaw	Councilmember
Robert Patterson	Councilmember
Erik Rowland	Councilmember
Kelleen Potter	Councilmember
Heidi Franco	Councilmember

Also present:

Michelle Kellogg	City Recorder
Mark Anderson	City Manager

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this August 7, 2014, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_, was adopted by the following vote:

AYE:

NAY:

The resolution was then signed by the Mayor in open meeting and recorded by the City Recorder in the official records of the Issuer. The resolution is as follows:

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF HEBER CITY, UTAH (THE "ISSUER"), AUTHORIZING THE ISSUANCE AND SALE OF \$6,700,000 AGGREGATE PRINCIPAL AMOUNT OF SALES TAX REVENUE BONDS, SERIES 2014; PROVIDING FOR THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AUTHORIZING THE EXECUTION BY THE ISSUER OF A SUPPLEMENTAL INDENTURE, AND OTHER DOCUMENTS NECESSARY FOR THE ISSUANCE OF THE SERIES 2014 BONDS; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the City Council (the "Council") of the Issuer desires to (a) finance the construction of a building to house the justice court and police department, and any related improvements (collectively, the "Series 2014 Project"), and (b) pay costs of issuance with respect to the Series 2014 Bonds herein described; and

WHEREAS, to accomplish the purposes set forth in the preceding recital, and subject to the limitations set forth herein, the Issuer desires to issue its Sales Tax Revenue Bonds, Series 2014 (the "Series 2014 Bonds") (to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the Issuer), pursuant to (a) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), (b) this Resolution, and (c) a General Indenture of Trust dated as of July 1, 2003 and a Supplemental Indenture (collectively, the "Indenture"), each between the Issuer and Zions First National Bank, as trustee (the "Trustee"), in substantially the form presented to the meeting at which this Resolution was adopted and which is attached hereto as Exhibit B; and

WHEREAS, the Act provides that prior to issuing bonds, an issuing entity must (a) give notice of its intent to issue such bonds and (b) hold a public hearing to receive input from the public with respect to (i) the issuance of the bonds and (ii) the potential economic impact that the improvement, facility or property for which the bonds pay all or part of the cost will have on the private sector; and

WHEREAS, the Issuer hereby ratifies the setting and publication of a public hearing for this purpose with respect to the Series 2014 Bonds in compliance with the Act; and

WHEREAS, the Act provides that prior to issuing bonds, an issuing entity may give notice of its intent to issue such bonds; and

WHEREAS, in order to allow the Issuer flexibility (with the consultation and approval of the Issuer's Financial Advisor, Zions Bank Public Finance (the "Financial Advisor")) in setting the pricing date of the Series 2014 Bonds, the Council desires to

grant to the Mayor (or Mayor Pro Tem) and the City Manager (the "Designated Officers") the authority to select the Purchaser, and approve the final interest rates, principal amounts, terms, maturities, redemption features, and purchase price at which the Series 2014 Bonds shall be sold, to determine whether the Series 2014 Bonds should be sold, and any changes with respect thereto from those terms which were before the Council at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the "Parameters").

NOW, THEREFORE, it is hereby resolved by the City Council of Heber City, Utah, as follows:

Section 1. The Issuer hereby authorizes and approves the issuance and sale of the Series 2014 Bonds for the purpose of financing the Project in the aggregate principal amount of \$6,700,000, shall bear interest at the rate of one and a half percent (1.50%) per annum, shall mature in not more than thirty-two (32) years from their date or dates, shall be sold at a price not less than one hundred percent (100%) of the total principal amount thereof, and shall be subject to redemption, all as provided in the Indenture. The issuance of the Series 2014 Bonds shall be subject to the final approval of Bond Counsel and to the approval of the Attorney for the Issuer.

Section 2. The Indenture in substantially the form presented to this meeting and attached hereto as Exhibits B is hereby authorized, approved, and confirmed. The Mayor and City Recorder are hereby authorized to execute and deliver the Indenture in substantially the form and with substantially the content as the form presented at this meeting for and on behalf of the Issuer, with final terms as may be established by the Designated Officers, in consultation with the Financial Advisor, within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 5 hereof. The Designated Officers are hereby authorized to select the Purchaser and to specify and agree as to the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Series 2014 Bonds for and on behalf of the Issuer, provided that such terms are within the Parameters set by this Resolution.

Section 3. The appropriate officials of the Issuer are authorized to make any alterations, changes or additions to the Indenture, the Series 2014 Bonds, the Bond Purchase Agreement, or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Series 2014 Bonds (within the Parameters set by this Resolution), to conform to any applicable bond insurance or reserve instrument or to remove the same, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States.

Section 4. The form, terms, and provisions of the Series 2014 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Indenture. The Mayor or Mayor pro tem and the City Recorder are hereby authorized and directed to execute and seal the

Series 2014 Bonds and to deliver said Series 2014 Bonds to the Trustee for authentication. The signatures of the Mayor or Mayor pro tem and the City Recorder may be by facsimile or manual execution.

Section 5. The appropriate officials of the Issuer are hereby authorized and directed to execute and deliver to the Trustee the written order of the Issuer for authentication and delivery of the Series 2014 Bonds in accordance with the provisions of the Indenture.

Section 6. Upon their issuance, the Series 2014 Bonds will constitute special limited obligations of the Issuer payable solely from and to the extent of the sources set forth in the Series 2014 Bonds and the Indenture. No provision of this Resolution, the Indenture, the Series 2014 Bonds, or any other instrument, shall be construed as creating a general obligation of the Issuer, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the Issuer or its taxing powers.

Section 7. The appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents and other papers (including, without limitation, any tax compliance procedures) and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 8. After the Series 2014 Bonds are delivered by the Trustee to the Purchaser, and upon receipt of payment therefor, this Resolution shall be and remain irrevocable until the principal of, premium, if any, and interest on the Series 2014 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

Section 9. The Issuer shall hold a public hearing on September 4, 2014, to receive input from the public with respect to (a) the issuance of the Series 2014 Bonds, and (b) the potential economic impact that the improvements to be financed with the proceeds of the Series 2014 Bonds will have on the private sector, which hearing date shall not be less than fourteen (14) days after notice of the public hearing is first published (i) once a week for two consecutive weeks in the Wasatch Wave, a newspaper of general circulation in the Issuer, (ii) on the Utah Public Notice Website created under Section 63F-1-701, Utah Code Annotated 1953, as amended, and (iii) on the Utah Legal Notices website ([www.utahlegals.com](http://www.utahlegals.com)) created under Section 45-1-101, Utah Code Annotated 1953, as amended. The City Recorder shall cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the Heber City offices, for public examination during the regular business hours of the Issuer until at least thirty (30) days from and after the date of publication thereof. The Issuer hereby authorizes the publication of a "Notice of Public Hearing and Bonds to be Issued" in substantially the following form:

## NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, that on August 7, 2014, the City Council (the "Council") of Heber City, Utah (the "Issuer"), intends to adopt a resolution (the "Resolution") in which it authorized the issuance of the Issuer's Sales Tax Revenue Bonds, Series 2014 (the "Series 2014 Bonds") in the maximum principal amount of \$6,700,000 (to be issued in one or more series and with such other series or title designation(s) as may be determined by the Issuer).

### TIME, PLACE AND LOCATION OF PUBLIC HEARING

The Issuer shall hold a public hearing on September 4, 2014, at the hour of 7:00 p.m. at 75 North Main, Heber City, Utah. The purpose of the hearing is to receive input from the public with respect to (a) the issuance of the Series 2014 Bonds and (b) any potential economic impact that the Project to be financed with the proceeds of the Series 2014 Bonds may have on the private sector. Interested individuals are invited to express their views, both orally and in writing, on the proposed issue of the Series 2014 Bonds and the location and nature of the Project. All members of the public are invited to attend and participate. Written comments may be submitted to the Issuer at the City Recorder's office located at 75 North Main, Heber City, Utah, until 5:00 p.m. on or before September 4, 2014.

### PURPOSE FOR ISSUING THE SERIES 2014 BONDS

The Series 2014 Bonds will be issued for the purpose of (a) financing construction of a building to house the justice court and police department, (the "Project"), and (b) paying costs of issuance of the Series 2014 Bonds.

### EXCISE TAXES PROPOSED TO BE PLEDGED

The Issuer proposes to pledge 100% of the revenues produced by local sales and use taxes levied by the Issuer under the Local Sales and Use Tax Act, Title 59, Chapter 12, Part 2, Utah Code (the "Revenues").

### PARAMETERS OF THE SERIES 2014 BONDS

The Issuer intends to issue bonds in the aggregate principal amount of not more than Six Million Seven Hundred Thousand Dollars (\$6,700,000), to bear interest at the rate or rates of not to exceed one and a half percent (1.50%) per annum, to mature in not more than thirty-two (32) years from their date or dates, and to be sold at a price not less than one hundred percent (100%) of the total principal amount thereof. The Series 2014 Bonds are to be issued and sold by the Issuer pursuant to the Resolution, including as part of said Resolution, a Supplemental Indenture (the "Indenture") which was before the Council and attached to the Resolution in substantially final form at the time of the adoption of the Resolution. Said Indenture is to be executed by the Issuer in such form and with such changes thereto as shall be approved by the Designated Officers; provided

that the principal amount, interest rate or rates, maturity, and discount of the Series 2014 Bonds will not exceed the maximums set forth above.

#### OUTSTANDING BONDS SECURED BY TAX REVENUES

The Issuer has \$854,507 of Sales Tax Revenue Bonds currently outstanding that are secured by Revenues (as more fully described in the Indenture).

#### OTHER OUTSTANDING BONDS OF THE ISSUER

Additional information regarding the Issuer's outstanding bonds may be found in the Issuer's financial report (the "Financial Report") at: <http://auditor.utah.gov/lgReports.html>. For additional information, including any information more recent than as of the date of the Financial Report, please contact Mark Anderson, City Manager at (435) 657-7885.

#### TOTAL ESTIMATED COST

Based on the Issuer's current plan of finance and a current estimate of interest rates, the total principal and interest cost of the Series 2014 Bonds if held until maturity is \$8,369,477.

A copy of the Resolution and the Indenture are on file in the office of the City Recorder, 75 North Main, Heber City, Utah, where they may be examined during regular business hours of the City Recorder from 7:30 a.m. to 6:00 p.m. Monday through Thursday for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution, the Indenture, or the Series 2014 Bonds, or any provision made for the security and payment of the Series 2014 Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever.

DATED this August 7, 2014.

/s/Michelle Kellogg

City Recorder

Section 10. The Council hereby declares its intention and reasonable expectation to use proceeds of tax-exempt bonds to reimburse itself for initial expenditures for costs of the Project, in an amount not to exceed \$6,700,000. The Series 2014 Bonds are to be issued, and the reimbursements made, by the later of 18-months after the payment of the costs or after the Project is placed in service, but in any event, no later than three years after the date the original expenditure was made.

Section 11. The Issuer hereby reserves the right to opt not to issue the Series 2014 Bonds for any reason, including without limitation, consideration of the opinions expressed at the public hearing with respect to (a) the issuance of the Series 2014 Bonds and (b) any potential economic impact that the Project to be financed with the proceeds of the Series 2014 Bonds may have on the private sector.

Section 12. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

APPROVED AND ADOPTED this August 7, 2014.

(SEAL)

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

ATTEST:

By: \_\_\_\_\_  
City Recorder

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

(SEAL)

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

ATTEST:

By: \_\_\_\_\_  
City Recorder

STATE OF UTAH )  
 : ss.  
COUNTY OF WASATCH )

I, Michelle Kellogg, the duly appointed and qualified City Recorder of Heber City, Utah (the "Issuer"), do hereby certify according to the records of the City Council of the Issuer (the "City Council") in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the City Council held on August 7, 2014, including a resolution (the "Resolution") adopted at said meeting as said minutes and Resolution are officially of record in my possession.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on August 7, 2014, and pursuant to the Resolution, there was published a Notice of Public Hearing and Bonds to be Issued no less than fourteen (14) days before the public hearing date: (a) one time each week for two consecutive weeks in the Wasatch Wave, a newspaper having general circulation within the City, the affidavit of which publication is hereby attached, (b) on the Utah Public Notice Website created under Section 63F-1-701, Utah Code Annotated 1953, as amended and (c) on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said Issuer, this August 7, 2014.

(SEAL)

By: \_\_\_\_\_  
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH  
OPEN MEETING LAW

I, Michelle Kellogg, the undersigned City Recorder of Heber City, Utah (the "Issuer"), do hereby certify, according to the records of the Issuer in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the August 7, 2014, public meeting held by the City Council of the Issuer (the "City Council") as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the Issuer on August \_\_, 2014, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to the Wasatch Wave on August \_\_, 2014, at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2014 Annual Meeting Schedule for the City Council (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be (a) posted on \_\_\_\_\_ 2014, at the principal office of the City Council, (b) provided to at least one newspaper of general circulation within the Issuer on \_\_\_\_\_, 2014, and (c) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this August 7, 2014.

(SEAL)

By: \_\_\_\_\_  
City Recorder

SCHEDULE 1  
NOTICE OF MEETING

SCHEDULE 2  
ANNUAL MEETING SCHEDULE

(attach Proof of Publication of  
Notice of Bonds to be Issued)

EXHIBIT B

INDENTURE

(See Transcript Document No. \_\_)

# TAB 4

**Heber City Airport/Russ McDonald Field**

**Lease/Rates and Charges Policy**

**Final Report**

**March 6, 2014**

**Prepared by Jviation Inc.**

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## 1. INTRODUCTION

### 1.1. Statement of Policy

- 1.1.1. This Leasing Policy (Policy) for Heber City Municipal – Russ McDonald Field is intended to provide guidance and parameters for leasing Airport property and be a guide for City staff on Airport leasing issues. Leasing issues may include establishing and adjusting rents, fees, and other charges associated with occupancy and use. In addition, this Policy is intended to provide potential and current tenants and businesses an understanding of the policies and processes used for Airport Leases.
- 1.1.2. Entities wishing to occupy or use Airport land and/or improvements at the Airport shall be given a reasonable opportunity to compete, without unjust discrimination, for the occupancy or use of available land or improvements subject to the stipulations specified within this Policy.
- 1.1.3. No entity shall occupy or use Airport land and/or improvements at the Airport, or conduct a Commercial Aeronautical Activity, unless the entity has been authorized by the City for such occupancy, use, or activity.

### 1.2. Definitions

- 1.2.1. The following words, terms and phrases, when used in this Policy, shall have the meanings ascribed to them in this section, except when the context clearly indicates a different meaning:

**Aeronautical** - anything which involves, makes possible, or is required for the flight of aircraft, or the storage or presence of aircraft on the airport, or which contributes to, or is required for the safety of aircraft in flight.

**Aeronautical Activity** – any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted on airports, include, but are not limited to, the following: general and corporate aviation, air taxi and charter operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and service, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities.

**Agreement** – An arrangement between two or more parties

**Aircraft** - a device that is used, or intended to be used, for flight in the air and subject to regulation by the Federal Aviation Administration.

**Airport** - Heber City Municipal - Russ McDonald Field and all of the property, buildings, facilities and improvements within boundaries of the Airport as depicted in Exhibit A in the Airport Layout Plan.

**Airport Layout Plan (ALP)** - The FAA and City-approved layout of the airport property, indicating current and proposed usage for each identifiable segment, as may be amended from time to time.

**Board** – The Heber City Airport Advisory Board (HCAAB)

**City** – Heber City, Utah

**Commercial Aeronautical Activity** - the conduct of any aspect of a business, concession, operation, or agency in order to provide goods and services to any person for compensation, consideration or hire. An activity is considered a commercial activity regardless of whether the business is non-profit, charitable, or tax-exempt.

**Commercial Tenant** - a person, fixed base operator, firm, corporation or other entity, meeting the Airport's "Minimum Standards", having been approved by the City to conduct commercial aeronautical services or activities at the Airport for compensation or hire.

**Exclusive Right** – a right reserved exclusively by a particular person or group.

**Fair Market Value** – The amount in the competitive market a well-informed and willing lessor, who desires but is not required to lease, would accept and which a well-informed lessee, who desires but is not required to lease, would pay for the use of airport property, after due consideration of all the elements reasonably affecting value.

**Independent Operator** – A person or entity that conducts Aeronautical Activities, retaining total and free control over the means or methods used in conducting activities on the Airport but is based on land either adjacent to and/or located other than on the Airport, and whereby such land is not part of the Airport. *This type of operator is not authorized to provide services at the Airport.*

**Lessee** - any person or entity with a lease to occupy space at the Airport.

**Minimum Standards** - the qualifications or criteria, which have been established by the Airport owner as the minimum requirements that shall be met by all businesses offering commercial aeronautical activities and for the right to conduct those activities.

**Non-Reversionary Lease** - a lease wherein the ownership of improvements made by the tenant are retained by the tenant at the end of the lease period.

**Operator** - any individual, firm, partnership, corporation (including registered non-profit corporations), company, association, joint-stock association, or governmental entity which is engaged in the sale of products and/or services on the Airport.

**Person** - any individual, firm, partnership, corporation (including registered non-profit corporations), company, association, joint-stock association, or governmental entity. It includes a trustee, receiver, assignee, employee, agent, or similar representative of any of them.

**Reversionary Lease** – a lease which contains a provision which states all structures and improvements made by the tenant on the leased property shall pass title and ownership to the lessor at the end of the lease period.

**Rules and Regulations** – the stipulations specified in this Policy and other airport guiding documents that relate to the occupancy or use of the operations, land and/or improvements at the Airport.

**Specialized Aviation Service Operation (SASO)** – a single-service provider or special Fixed Based Operator (FBO) performing less than full services. Typically only one service is offered such as aircraft sales, flight training, aircraft maintenance, or avionics services.

**Sub lessee** - any person with a sublease to occupy space at the Airport.

**Tenant** – a person or entity occupying Airport leased land or property.

**Through-The-Fence Operation (TTF)** – through-the-fence operations are those activities permitted by an airport sponsor through an agreement that gives access to the public landing area by independent entities or operators offering an aeronautical activity or to owners of aircraft based on land adjacent to, but not a part of, airport property. The obligation to make an airport available for the use and benefit of the public does not impose any requirement for the Airport Sponsor to permit ground access by aircraft from adjacent property. *TTF operations are not authorized at the Airport.*

### 1.3. Existing Agreements

- 1.3.1. If there are any inconsistencies between the Heber City Municipal - Russ McDonald Field's Leasing Policy and existing property leases, the existing lease shall prevail. New leases issued or extensions granted to existing leases should be treated uniformly and follow the guidance outlined in this Policy.

### 1.4. Rights Reserved

- 1.4.1. The Airport Advisory Board reserves the right to revise, adjust, or otherwise modify this Policy to reflect changes in the legal, economic, and operational environment of the Airport's or City's operational requirements.

## **2. APPLICATION REQUIREMENTS**

### **2.1. Application**

- 2.1.1.** Any person or entity desiring to occupy or use land and/or improvements at the Airport through an Agreement with Heber City Corporation shall submit a written application to the Airport Manager.
- 2.1.2.** The Applicant shall submit a completed application to include all information requested on the application form and, if requested by the City, shall submit any additional related information to properly evaluate the application.
- 2.1.3.** A transfer fee shall be submitted with an application on a reassignment of a lease or a majority change of ownership of a hangar. A 1% transfer fee based upon the taxable value of the hangar or \$100.00, whichever is greater, shall be paid to the City.
  - 2.1.3.1.** The sale of a new hangar is not subject to the transfer fee.

### **2.2. Approval Process**

- 2.2.1.** A complete application and all accompanying and requested information shall be submitted to the Airport Manager for review. If the Applicant is changing the use of a hangar or desires to conduct a commercial venture the application will go before the Airport Advisory Board for review. The Airport Advisory Board will determine if the Commercial operator meets the Airport's Minimum Standards. After the Airport Advisory Board approves the Commercial Tenant, the Board will submit the application to the City Council for approval.
  - 2.2.1.1.** The Airport Manager has the authority to approve non-commercial applications which involve the sale and/or transfer of hangar ownership.
  - 2.2.1.2.** Incomplete applications that do not provide adequate information to make a knowledgeable assessment shall be rejected.
  - 2.2.1.3.** Applications that do not comply with this Policy and other City guiding documents shall be rejected.
  - 2.2.1.4.** Applications that are inconsistent with the Master Plan, the Airport Layout Plan, other plans associated with the Airport, and/or are deemed not in the best interest of the Airport shall be rejected.
  - 2.2.1.5.** If two qualified Applicants submit an application for the same land and/or improvement, the Airport Advisory Board shall determine whether to negotiate with both entities or issue an RFP. The competitive RFP process is described in this Policy under Section 2.3 and shall be followed.
- 2.2.2.** Within 60 days of receiving the application, the Airport Manager shall notify the Applicant of the status of the application. If the application was approved, the Airport Manager shall provide the terms and conditions for occupancy or use of the land and/or improvements at the Airport. If the application was denied, the Airport Advisory Board shall provide reasons for the denial.

- 2.2.3. Within 30 days of receiving notification of the application status, the application shall indicate if the terms and conditions provided by the Airport Advisory Board are acceptable to the Applicant.
- 2.2.4. If the Applicant finds the terms and conditions unacceptable, the Applicant shall present terms and conditions acceptable to the Applicant to the Airport Advisory Board.
  - 2.2.4.1. If the Airport Advisory Board and the Applicant are unable to reach an agreement by negotiation, the City shall not be obligated to lease airport land and/or improvements to the Applicant.
- 2.2.5. Once an agreement has been made between the Airport Advisory Board and the Applicant regarding the terms and conditions of the Agreement, the Applicant shall pay an earnest money deposit in the amount of ten percent (10%) of the total annual rents, fees, and other charges proposed to the City and submit a letter of acceptance of the terms and conditions of the Agreement. The letter shall be submitted to the City within 30 days of reaching an agreement.
  - 2.2.5.1. The terms and conditions should address, but not be limited to, the identification of the land and/or improvements to be leased or developed, the proposed investment, the length of the term, and the rents, fees, and other charges that shall be paid.
  - 2.2.5.2. Once the earnest money deposit and written letter of acceptance have been accepted by the City, the same land and/or improvements may not be negotiated with any other party, nor can a Request for Proposal (RFP) be issued.
- 2.2.6. Upon receiving the letter of acceptance from the Applicant, the City shall prepare the leasing documents and send them to the Applicant for review.
- 2.2.7. If the Lease Agreement is not signed and returned to the City within 45 days of being issued, the earnest money shall be returned to the Applicant and the application and written agreement shall be null and void.

### **2.3. Competitive Proposal Process**

- 2.3.1. The Airport Advisory Board may issue a Request for Proposal (RFP) seeking competitive proposals for entities who wish to occupy or use available land or improvements.
- 2.3.2. If an RFP is issued, the Airport Advisory Board shall advertise the opportunity in local and industry publications in accordance with established practices and legal requirements. The advertisement shall:
  - 2.3.2.1. Provide a description of the land and/or improvements that are available for use and the products, services, and/or facilities that are required, permitted, and/or desired.
  - 2.3.2.2. Indicate if the proposals will be evaluated on qualifications.
  - 2.3.2.3. Provide instructions for obtaining the RFP document.
  - 2.3.2.4. Identify the date, time, and place for submitting sealed proposals.

- 2.3.2.5.** State the Airport Advisory Board's right to reject any and all proposals.
- 2.3.3.** The Airport Advisory Board may also, but is not obligated to, mail the RFP directly to parties that have expressed interest, may be interested, or that the Airport Advisory Board may wish to attract.
- 2.3.4.** The RFP documents shall (as appropriate):
- 2.3.4.1.** Provide a summary of the Airport, the market, and the opportunity (products, services, and/or facilities required and/or desired);
  - 2.3.4.2.** Identify the location of the land and/or improvements;
  - 2.3.4.3.** Define the time frame for occupancy or use of the land and/or improvements;
  - 2.3.4.4.** Outline the submission and selection process, proposer's responsibilities, and schedule for the process;
  - 2.3.4.5.** Provide instructions regarding the content and format of the proposal;
  - 2.3.4.6.** Provide all required forms, statements, and affidavits;
  - 2.3.4.7.** Provide a draft of the Agreement;
  - 2.3.4.8.** Indicate the evaluation and/or selection criteria that will be utilized by the Airport Advisory Board;
  - 2.3.4.9.** Indicate if proposals will be evaluated based upon the qualifications and experience of the proposer and the proposed products, services, and/or facilities;
  - 2.3.4.10.** Indicate that the proposer's financial plan including all proposed rents, fees, or other charges shall be provided to the Airport Advisory Board under separate cover;
  - 2.3.4.11.** Identify the base rent for the land and/or improvements;
  - 2.3.4.12.** Identify the fees and charges for engaging in Aeronautical Activities at the Airport;
  - 2.3.4.13.** Identify the grounds for denial or disqualification and withdrawal;
  - 2.3.4.14.** Indicate the place, date, and time for submission of proposals;
  - 2.3.4.15.** Indicate the place, date, and time the pre-proposal conference will be held;
  - 2.3.4.16.** Require that a proposal bond or guarantee in the amount equal to ten percent (10%) of the total rents, fees, or other charges proposed to be paid to the City in the first year of the proposed Agreement be submitted with the proposal.
  - 2.3.4.17.** Require the prospective Proposer complete all proposal forms, statements, and affidavits.
- 2.3.5.** The RFP process, procedures, and requirements shall be discussed at the pre-proposal conference and potential Proposer shall be given the opportunity to ask questions and express concerns to the Airport Advisory Board.
- 2.3.5.1.** The RFP document shall be available to potential Proposers at least two weeks prior to the date of the pre-proposal conference.

- 2.3.5.2. Questions and answers exchanged during the pre-proposal conference shall be documented and distributed to all entities that have received an RFP.
- 2.3.6. The Airport Advisory Board will receive and open the proposals at the designated place, date, and time.
  - 2.3.6.1. The contents of the proposal will be protected.
  - 2.3.6.2. Proposals received after the advertised deadline will not be considered and will be returned unopened.
- 2.3.7. The Airport Advisory Board will then review, evaluate, and rank the proposals.
  - 2.3.7.1. The Airport Advisory Board may require interviews with prospective Parties.
- 2.3.8. The Airport Advisory Board has the right to reject and all proposals, to advertise for new proposals, and to modify the proposal process.
  - 2.3.8.1. The Airport Advisory Board shall be under no obligation to make any award or to make an award to the proposer specifying the highest compensation to the Airport Advisory Board.
- 2.3.9. Upon completion of the review and evaluation of the proposals, the Airport Advisory Board shall select the proposal that best suits the desires of the Airport Advisory Board. The Airport Advisory Board will then negotiate the Agreement with the selected potential Proposer utilizing the process beginning in Section 2.3 of this Policy. If an Agreement cannot be reached, in the sole discretion of the Airport Advisory Board, the Airport Advisory Board may negotiate with any other prospecting Proposer or reject all proposals.
- 2.3.10. The Airport Advisory Board will recommend to the City Council the selected potential Proposer. The City Council will vote to accept or reject the agreement with the Proposer.

#### **2.4. Grounds for Denial**

- 2.4.1. The Airport Advisory Board may reject any application or proposal for any one or more of the following reasons:
  - 2.4.1.1. The entity, for any reason, does not meet the qualifications and requirements set forth by the Airport Advisory Board.
  - 2.4.1.2. The entity's proposed activities and/or improvements will create a safety hazard at the Airport.
  - 2.4.1.3. The Airport Advisory Board would be required to expend funds and/or materials in connection with the proposed activities and/or improvements that the Board is unwilling or unable to spend and/or will result in a financial hardship or loss for the Airport.
  - 2.4.1.4. Appropriate, adequate, or available land and/or improvements are not available to accommodate the proposed activity nor is availability expected in a reasonable time frame.

- 2.4.1.5. The proposed activity and/or improvements do not comply with the most recent Airport Master Plan or Airport Layout Plan in effect at that time will be in effect within the time frame proposed by the Applicant.
- 2.4.1.6. The development or use of the land will result in congestion of aircraft, interfere with activities of an existing Operator on the Airport (as found by the Board) and/or prevent adequate access to the leased premises of an existing lessee.
- 2.4.1.7. The entity has intentionally or unintentionally withheld information in the application, proposal, and/or in supporting documentation.
- 2.4.1.8. The entity did not make full disclosure in the application, proposal, and/or in supporting documentation.
- 2.4.1.9. The entity or an officer, director, agent, representative, shareholder, or employee of the entity has a record of violating the regulations of Heber City, the Airport, or any other airport, the FAA, or any other regulation related to the Airport and/or the entity's proposed activity.
- 2.4.1.10. The entity or an officer, director, agent, representative, shareholder, or employee of the entity has defaulted on any agreement or sublease at the Airport or at any other airport.
- 2.4.1.11. The entity has failed to demonstrate adequate financial responsibility or the ability to undertake the proposed activity.
- 2.4.1.12. The entity cannot provide adequate applicable insurance or performance bond for the amounts required by Heber City for the proposed activity.
- 2.4.1.13. The entity, officer, director or Applicant has been convicted of a felony.
- 2.4.1.14. The entity's proposed activity is or could be detrimental to the Airport.
- 2.4.1.15. The entity desires terms and conditions that are inconsistent with the Airport's policies or Request for Proposal issued by the Airport Advisory Board.
- 2.4.1.16. The entity's proposed activity or use of the land and/or improvements is inconsistent with the Airport's purpose, vision, values, goals, or objectives.

## **2.5. Demonstrating Immediate Need**

- 2.5.1. Entities seeking to occupy or use land and/or improvements at the Airport must demonstrate that the entire land and/or improvements will be utilized immediately.

## **2.6. Public Disclosure**

- 2.6.1. Applicants should be aware that Heber City, as a government entity, is subject to Utah Code, Title 63G, Chapter 2 (Government Record Access and Management Act), which allows the public to examine documents and observe public meetings of a government agency.

### **3. AGREEMENTS**

#### **3.1. General**

- 3.1.1.** A Party, prior to occupying or using land and/or improvements, is required to enter into an Agreement with the Airport Advisory Board reciting the terms and conditions under which the Party shall occupy or use the land and/or improvements at the Airport.
- 3.1.2.** This Policy does not include every provision included in the Agreement nor are the provisions included in the Agreement meant to modify this Policy.
- 3.1.3.** This Agreement shall convey one or more of the following activities: (1) use of the Airport in common with others in agreement to do so; (2) occupancy and/or exclusive use of designated land and/or improvements at the Airport; and/or (3) opportunity to provide products, services, and/or facilities at the Airport.

#### **3.2. Use of Leased Premises**

##### **3.2.1. Aeronautical Use (Commercial)**

- 3.2.1.1.** The Agreement will specify the aviation products, services, and facilities that shall be provided by the Operator (with and without Airport Advisory Board permission). The products, services, and facilities to be provided by the Operator shall meet the requirements defined in the Minimum Standards. Failure to meet the Minimum Standards and obtain a permit from Heber City before providing additional products, services, and/or facilities shall be considered a breach to the Agreement.

##### **3.2.2. Aeronautical Use (Non-Commercial)**

- 3.2.2.1.** The Agreement shall state premises leased by non-commercial operators shall not use Airport land and/or improvements for commercial activities. Non-Commercial leaseholders who engage in Commercial Aeronautical Activities shall be considered in breach of the Agreement.

##### **3.2.3. Non-Aeronautical Use**

- 3.2.3.1.** Although not generally favored, non-aeronautical use of land and/or improvements that does not interfere with the primary aviation use of such land and/or improvements is permitted if the Airport Advisory Board finds the use to be beneficial to the development of the Airport.
  - 3.2.3.1.1.** If non-aeronautical use of the land and/or improvements is proposed, the Airport Advisory Board must determine that the land and/or improvements will not be needed for aeronautical activities and/or development, during the term of the proposed Agreement.
  - 3.2.3.1.2.** The use of Airport land and/or improvements for non-aeronautical activities shall be subject to the prior written approval of the FAA.
  - 3.2.3.1.3.** A non-aeronautical lease shall not exceed a term of five years.

### **3.2.4. Restrictions**

- 3.2.4.1.** Airport land and/or improvements shall not be occupied or used for any purpose contrary to: (1) the best interest of the Airport; (2) the safe, effective operation of the Airport, to include the health, safety and general welfare of the public, aircraft, and other personal property at the Airport; (3) the financial self-sufficiency of the Airport; (4) future Airport development; and (5) Federal Aviation Administration's Grant Assurances.

### **3.3. Subleasing**

#### **3.3.1. Subleasing Privileges Permitted in the Commercial Lease Agreement**

- 3.3.1.1.** An Operator may enter into an Agreement with the Airport Advisory Board allowing subleasing of space for Airport parking (tie-down and/or hangar space) and/or subleasing of office, shop, or other designated areas subject to prior written approval of the Airport Advisory Board.
- 3.3.1.2.** If the Airport Advisory Board permits subleasing in the Agreement with the Operator, an approved sublease form consistent with the Agreement between the Operator and the Airport Advisory Board may be used by the Operator to assist in the consent process.
- 3.3.1.2.1.** The sublease shall be submitted to the Airport Advisory Board for review and approval.
- 3.3.1.2.2.** The Operator shall not be required to pay Heber City any portion of revenue or profit related to subleasing activities.
- 3.3.1.2.3.** The sublease agreement must be submitted to the Airport Advisory Board for review and approval within 10 business days of execution of Sublessee. Sublease business terms shall be submitted with the sublease agreement to the Airport Advisory Board.
- 3.3.1.2.4.** Sublessee may not occupy the premises without Airport Advisory Board approval of sublease agreement.

#### **3.3.2. Subleasing Privileges Not Permitted in the Commercial Lease Agreement**

- 3.3.2.1.** If subleasing is not permitted in the Agreement between the Operator and the Airport Advisory Board, the Operator must obtain written approval of the Airport Advisory Board prior to subleasing any land and/or improvements. Any activity inconsistent with the Airport Master Plan, Airport Layout Plan, and other plans associated with the Airport, and/or is considered to not be in the best interest of the Airport will not be approved by the Airport Advisory Board.
- 3.3.2.2.** The sublease agreement shall be submitted to the Airport Advisory Board for review and approval. The sublease may be rejected for any of the reasons identified in Section 2.4 (Grounds for Denial).

- 3.3.2.3. If an Operator subleases without advance written approval of the Airport Advisory Board, the Operator shall pay Heber City fifty percent (50%) of the sublease revenue in addition to all rents and fees paid to the City for the same subleased land and/or improvements.
  - 3.3.2.3.1. The Airport Advisory Board may audit the Operator's financial records to determine the amount that shall be paid to the City.
- 3.3.2.4. The Operator shall reimburse the Airport Advisory Board for reasonable attorney's fees and expenses incurred by the Airport Advisory Board related to subleasing that is not permitted by the Agreement.
- 3.3.2.5. A sublessee may not occupy the premises without prior written approval by the Airport Advisory Board.

### **3.3.3. Sublessee Obligations**

- 3.3.3.1. Sublessee shall comply with all regulations defined in this Policy and all other directives issued by Heber City; maintain all required insurances and coverages as defined in the Minimum Standards; and pay all required fees.
- 3.3.3.2. A sublessee desiring to engage in Commercial Aeronautical Activities at the Airport must obtain a Commercial Activity Permit, as outlined in the Airport's Minimum Standards, prior to any Commercial Activities.

### **3.3.4. Sublessee Stipulations**

- 3.3.4.1. Unless stated otherwise, all sublease agreements shall be subject to all terms and conditions of the Agreement between the Operator and the Airport Advisory Board.
- 3.3.4.2. Subleasing land and/or improvements without written approval by the Airport Advisory Board shall be considered a breach in the Agreement between the Operator and the Airport Advisory Board.
- 3.3.4.3. Any sublease agreement made contrary to this Policy and without written approval by the Airport Advisory Board is considered null and void.
- 3.3.4.4. Sublease of land and/or an improvement for non-aeronautical activities is subject to prior written approval of the FAA.

## **3.4. Transfer of Interest**

### **3.4.1. Assignment**

- 3.4.1.1. A Party shall not assign an Agreement, any part or interest of an Agreement, or any rights or obligations the Party has under an Agreement without prior written approval by the Airport Manager.
  - 3.4.1.1.1. If a Party desires such an assignment, the Party shall make application as identified in Section 2 and request written approval from the Airport Manager.
  - 3.4.1.1.2. The City may deny such request for any reason identified in Section 2.4 (Grounds for Denial).

**3.4.1.1.3.** If written approval of the assignment is granted by the City the Party shall reimburse all attorney fees and expenses incurred by the City related to the assignment.

**3.4.1.1.4.** The Assignee shall comply with all regulations defined in this Policy and all other directives issued by Heber City; maintain all required insurances and coverages as defined in the Minimum Standards; and pay all required fees.

**3.4.1.2.** Any assignment made without prior written approval by the City shall be considered null and void and a breach to the Agreement.

### **3.4.2. Change in Majority Ownership**

**3.4.2.1.** The City shall provide prior written approval to any change in the majority ownership of a Party or operating entity.

**3.4.2.1.1.** If any Party desires to change the majority ownership of the operating entity, an application and transfer fee must be submitted to the City.

**3.4.2.1.2.** The City may deny such request for any reason identified in Section 2.4 (Grounds for Denial).

**3.4.2.1.3.** If written approval of the change in majority ownership is granted by the City, the Party shall reimburse all attorney fees and expenses incurred by the City related to the change in majority ownership.

**3.4.2.2.** Any change in majority ownership made without prior written approval by the City shall be considered null and void and a breach to the Agreement.

## **3.5. Term**

### **3.5.1. Initial Lease Term**

**3.5.1.1.** The initial term of all Agreements shall be for no less than twenty (20) years unless otherwise recommended by the Airport Advisory Board and approved by the City Council.

### **3.5.2. Lease Type**

**3.5.2.1.** Leases to be offered for new hangar construction are to be non-reversionary.

### **3.5.3. City Obligations**

**3.5.3.1.** The City is not obligated to automatically grant a term of any duration once the initial term has expired.

### **3.5.4. Lease Extension**

**3.5.4.1.** The term of the Agreements may be extended twice for five (5) years if the land is not needed for airport development and if the premises are structurally sound and capable of safe and legal occupancy for the remaining term.

**3.5.4.2.** Any renewal options related to a lease shall be subject to the same conditions set forth in the original base term. The City maintains the right to adjust any and all rates and charges in effect at the commencement of each lease extension.

**3.5.5. Investment Term Adjustment**

**3.5.5.1.** Heber City encourages tenant construction as a component of facility development. When a tenant makes approved capital improvements to the facility which increases structural integrity or the facility's market value, the tenant's investment in those improvements will be considered toward an increased lease term.

**3.5.5.1.1.** The Investment Term Adjustment is available only to Airport Tenants who have reversionary leases.

**3.5.5.1.2.** The term adjustment is to provide tenants adequate time to depreciate investments in existing hangars and buildings on the Airport.

**3.5.5.1.3.** The lease terms are proportionately longer for greater investments. The lease term adjustment shall not exceed the useful life of the facility.

**3.5.5.1.3.1.** No lease shall exceed 40 years at any given time.

**3.5.5.2.** Extensions may be offered for capital improvements which increase the value of the hangar.

**3.5.5.2.1.** The minimum lease term adjustment shall be one year. After the first year the lease term shall be adjusted in six month increments. The final calculation shall be rounded down to the nearest six month increment.

**3.5.5.2.2.** Only improvements completed in a one year span can be added together for a lease term adjustment.

**3.5.5.3. Lease Term Adjustment Table**

Hangar Size (sq ft)	Capital Improvement amounts for lease term adjustments (Dollars per year)
2000 - 2999	\$10,000
3000 - 3999	\$10,500
4000 - 4999	\$11,250
5000 - 5999	\$12,000
6000 - 7999	\$12,750
8000+	\$13,750

**3.5.5.4.** The Lease Term Adjustment table will be updated annually based upon CPI.

**3.5.5.5. Process**

**3.5.5.5.1.** When intending to improve a facility at the Airport, a Tenant shall submit a written request to the Airport Manager. The request shall

include sufficient detail outlining the purpose of the facility, improvements to be made and the anticipated cost.

- 3.5.5.5.2. Only after conceptual approval by the Airport Manger and Airport Advisory Board, the improvements can proceed as outlined in the request.
- 3.5.5.5.3. Upon completion of the improvements, the Tenant will submit a statement of actual costs certified by the Tenant's financial officer or by a certified public accountant.
- 3.5.5.5.4. The Airport Manager will prepare an agreement which shall amend the lease terms based upon actual construction costs.

### **3.6. Improvements**

- 3.6.1. All improvements made by a Tenant must comply with all applicable regulatory measures including all those stipulated by the City.
- 3.6.2. Unless otherwise specified in the Agreement, the ownership of all permanent improvements shall revert to Heber City upon the end of the term of the Agreement.

### **3.7. Responsibilities**

#### **3.7.1. Heber City**

- 3.7.1.1. Unless otherwise stated in the Agreement, Heber City is responsible for maintenance of all public Airport infrastructure and common areas to include runways, taxiways, public apron areas, roadways, navaids, and associated land areas.

#### **3.7.2. Lessee**

- 3.7.2.1. Unless otherwise stated in the Agreement, the Lessee shall be responsible for all maintenance of land and/or improvements on the leased premises. The responsibilities of the Lessee include all structural components, all exterior and interior maintenance, landscaping, janitorial, trash removal, snow removal, and sweeping.
- 3.7.2.2. The Lessee shall be responsible for all utilities, separately metered, shall maintain all insurance coverages as defined in the Minimum Standards, and shall remain current on all taxes and/or assessments charged by any applicable government entity or agency including personal property, income and other business tax.
- 3.7.2.3. The failure of a Lessee to maintain the land and/or improvements and/or pay all utilities, insurance, and taxes shall be considered a breach in the Agreement.

### **3.8. Condemnation**

- 3.8.1. The Airport Advisory Board shall engage an appraiser, in the event of a full condemnation action, to determine the fair market value of the leasehold interest held by the Lessee.
- 3.8.2. The Agreement shall terminate on the date of the physical taking (as if the date of the taking were the date originally fixed in the Agreement for the expiration term). Upon termination of the Agreement, the Airport Advisory Board shall pay the Lessee the appraised fair market value minus any fees due to the City.
- 3.8.3. In the event of a partial condemnation, the Agreement shall not terminate. The rents due to the City during the unexpired portion of the Agreement shall be reduced proportionally based upon the square footage of the leased premises.
- 3.8.4. In the event of a full or partial condemnation by an Agency other than Heber City, the City and the Lessee shall each be entitled to receive or retain separate awards or a portion of lump sum awards as may be allocated to each party based upon the respective interest held by each party in any condemnation proceeding.
- 3.8.5. Condemnation shall follow all applicable regulatory measures (including those imposed by the FAA) for condemnation proceedings and any appraisal report shall meet the requirements of such regulatory measures. If there is any inconsistency between this Policy and such regulatory measures, the regulatory measures shall prevail.

### **3.9. Relocation**

- 3.9.1. In the event relocation is found to be necessary (e.g. to correct Part 77 variations, ensure use consistent with the Airport Layout Plan, to facilitate future development of the Airport), the City shall provide the Lessee with land and/or improvements that are comparable to the land and/or improvements currently being occupied and/or used by the Lessee.
  - 3.9.1.1. Such land and/or improvements shall be leased to the Lessee at the same rent and under the same terms and conditions as stipulated in the existing Agreement.
- 3.9.2. If comparable improvements are not available, the City shall buyout the Lessee's interest in any improvements that have been made by the Lessee. The amount to be paid shall be determined by an appraiser.
- 3.9.3. The City shall pay all reasonable relocation costs and expenses associated with moving the Tenant.
- 3.9.4. Relocation shall follow all applicable federal and state measures for relocation proceedings and any appraisal report shall meet the requirements of such regulatory measures. If there is any inconsistency between this Policy and such regulatory measures, then the regulatory measures shall prevail.

## **4. RATES AND CHARGES**

#### **4.1. General**

- 4.1.1.** It is the intent of this section to give guidance on setting rates and charges for Airport Leases which are in line with the current market. In addition, the City is required to maintain a rent and fee structure which makes the Airport as self-sustaining as possible while preserving and improving the Airport.
- 4.1.2.** Without unjustly discriminating, it is the policy of the Airport Advisory Board to pursue terms and conditions that provide an equitable return for the Airport and to encourage private investment. All Agreements adequately compensate the Airport for the use of leased premises to a Tenant.
- 4.1.3.** All Parties at the Airport shall be subject to the same rates, fees, and other charges as applicable to other Tenants utilizing the same or similar land and/or improvements for the same use or purpose.
  - 4.1.3.1.** Parties may not lease land and/or improvements that have the same attributes, uses and/or values; therefore, the Airport Advisory Board may charge different rates to similar users of the Airport as long as the rates are not unjustly discriminatory.
  - 4.1.3.2.** It is recognized that Agreements reached through negotiation or a competitive process may produce rents, fees, or other charges that may be higher than those paid by similar parties and/or users.

#### **4.2. Mechanisms to Set Rates**

- 4.2.1.** The Airport Advisory Board will not engage in unjust economic discrimination among tenants, nor will it impose discriminatory terms. The base land and/or improvement lease rate for each leasehold will be determined based on fair market values. Building base lease rates will be determined by market comparison, supply and demand or current appraisal of the facility by a firm chosen by the Airport Advisory Board.
- 4.2.2.** As new ground and building leases are entered into, or leases are amended, the Airport Advisory Board reserves the right to update lease rates to current values.
- 4.2.3. Competitive Proposal Process**
  - 4.2.3.1.** Rents can be adjusted and/or established through a competitive proposal process.

#### **4.3. Variation in Rates**

- 4.3.1.** The Airport Advisory Board may set different rates for different tenants based on rational factors that shall include but not be limited to: the value of property to be leased, the amount of use projected of common facilities, the type of use being made and the degree of competition for the facility to be leased.

#### **4.4. Adjustment of Rents**

4.4.1. All rents shall be adjusted on an annual basis throughout the term of the Agreement.

**4.4.2. Escalation Clauses**

4.4.2.1. Rates will be adjusted during the life of a lease. Adjustments may be based on one of three types; annual adjustment linked to the CPI, an adjustment based on re-evaluation of property or some other measure as specified in the agreement or as negotiated.

**4.5. Establishment and Adjustment of Fees**

4.5.1. Fees for the occupancy and use of land and/or improvements shall be established by Heber City to assist in covering the costs associated with the development, operation, and maintenance of the Airport.

4.5.2. Fees may include, but are not limited to, fuel flowage fees, transient aircraft fees, and/or permit fees.

4.5.3. Fees may be adjusted by the Airport Advisory Board on an annual basis based upon the Airport's fiscal year budget for the Airport.

4.5.4. The Airport Advisory Board reserves the right to use other means and/or establish and/or charge additional rents, fees, or other charges for the use and/or occupancy of the Airport land and/or improvements.

**4.6. Payment of Rents, Fees, or Other Charges**

4.6.1. Tenants must be current to the City in all payments of rents, fees, and other charges under any and all Agreements in order to occupy or use the land and/or improvements.

4.6.2. Failure to remain current in the payment of all rents, fees, and other charges to the City will be grounds for termination of the Agreement between the Lessee and the City.

4.6.3. The City may enforce the payment of rent, fees, and other charges under the Agreement by any legal means available to the City as provided by Utah law.

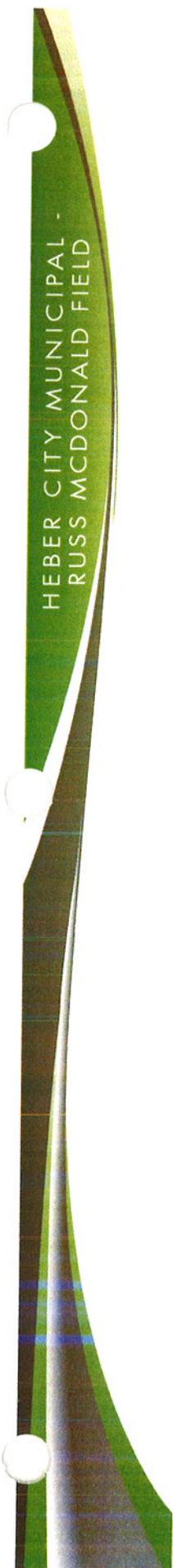
4.6.4. All rents, fees, and other charges assessed by the City not paid within 10 days of being due shall incur a ten percent (10%) late fee.

**4.7. Bookkeeping and Records**

4.7.1. The Lessee shall keep records of amounts due to the City for rents, fees, or other charges related to the occupancy and/or use of the Airport land and/or improvements and/or engaging in activities at the Airport. The City shall be entitled to access such records upon 30 days notice. The City/Airport Advisory Board reserves the right to audit such records.

**4.8. Exclusive Rights**

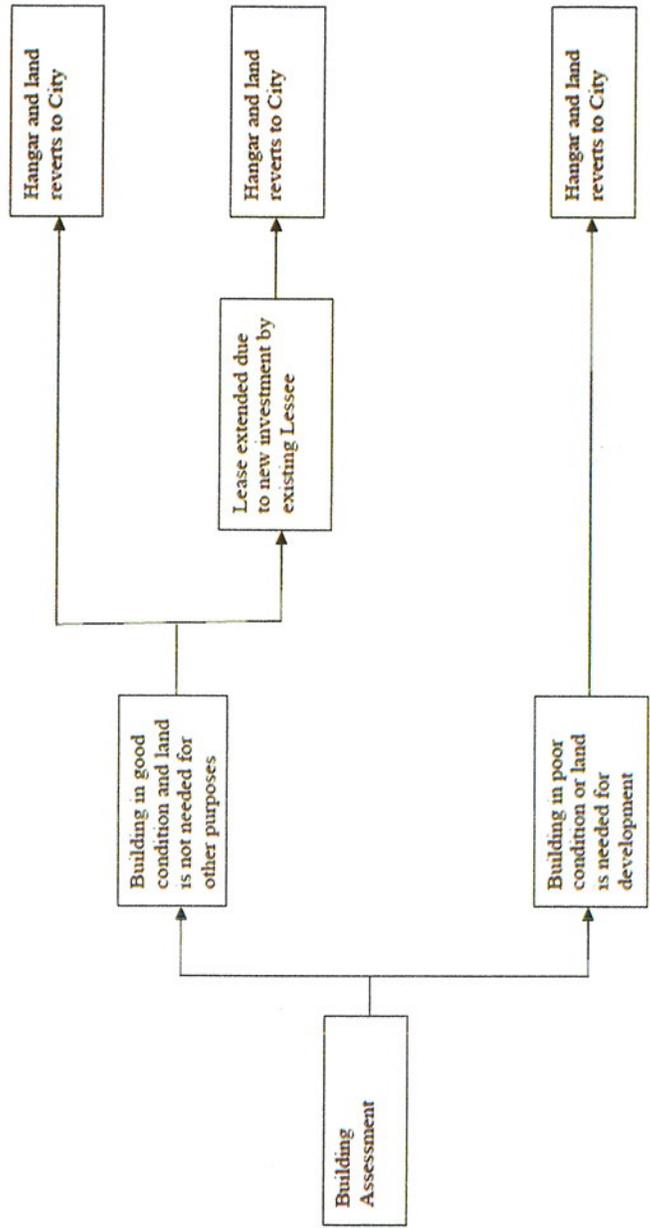
- 4.8.1.** There shall be no granting of the exclusive right to provide or engage in any aeronautical activity at the Airport; and no lease, sublease, operating permit or other agreement that is or shall be in effect at the Airport that creates such a right.



5. APPENDIX

5.1. Appendix A: Commercial Lease Flow Chart

**COMMERCIAL LEASE**



## **5.2. Appendix B: Establishment of Fair Market Value**

- 5.2.1.** The Airport Advisory Board shall engage an appraiser who meets the qualifications defined in Section 5.3 of this Policy to conduct appraisals of airport land and/or improvements to determine fair market value.
  - 5.2.1.1.** The appraiser shall use current appraisal methods that are found to be appropriate by the Airport Advisory Board for the appraisal of Airport land and/or improvements.
  - 5.2.1.2.** The appraiser shall use appropriate and justifiable rate of return for airport land and/or improvements.
  - 5.2.1.3.** Airport land and/or improvements shall be appraised assuming the highest and best aviation use of the property. It shall also be assumed that the property will continue to be part of the Airport and will have access to the infrastructure and amenities of the Airport.
  - 5.2.1.4.** The appraisal shall meet the Uniform Standards of Professional Appraiser Practice (USPAP).

## **5.3. Appendix C: Appraiser Qualifications**

- 5.3.1.** Appraisals shall be performed by an appraiser who shall be a member of the Appraisal Institute (MAI) or similarly designated and equally qualified appraiser who shall be certified by a recognized appraisal organization.
- 5.3.2.** The appraiser shall hold a State Certified General Real Estate Appraiser License issued by the State of Utah.
- 5.3.3.** Any appraiser selected to appraise Airport land and/or improvements shall have working knowledge of the aviation industry including airport, air carriers, and general aviation as appropriate. The appraiser shall also demonstrate familiarity with FAA rules, regulations, and policies pertaining to valuing airport properties.
- 5.3.4.** The selected appraiser must have performed a minimum of five (5) aeronautical property appraisals within the last five years and shall provide the Airport Advisory Board a list of locations and types of appraisals performed. Appraisals of non-aeronautical properties do not satisfy this requirement.

## **5.4. Appendix D: Dispute Resolution**

- 5.4.1.** A Lessee may engage a second consultant (appraiser) that meets the qualifications set forth in this Policy if the Lessee disagrees with the Fair Market Rent (value) found by consultant (appraiser) hired by the Airport Advisory Board.
  - 5.4.1.1.** All fees and expenses associated with the second consultant (appraiser) shall be paid for by the Lessee.

- 5.4.2. If the two appraisals show a variance of less than ten percent (10%) the average of the two appraisals shall be used.
- 5.4.3. If the variance between the two appraisals is more than ten percent (10%) and an Agreement cannot be reached between the Airport Advisory Board and the Lessee, the first and second appraisers shall mutually agree on a third appraiser (that meets the qualification standards) to make the final determination.
  - 5.4.3.1. If the first and second appraisers cannot decide on a third appraiser the Airport Advisory Board shall appoint a third appraiser (who meets the qualification standards) to make the final determination.
- 5.4.4. The third appraiser shall review the results of the first and second appraisals and may request additional information, clarification, or justification from the first and second appraisers.
  - 5.4.4.1. The third appraiser has the right to gather, analyze, and consider additional data as deemed appropriate to make a final determination. The decision of the third appraiser shall be accepted by the Airport Advisory Board and the Lessee and shall be legally binding upon both parties.
- 5.4.5. All fees and expenses associated with the work of the third appraiser shall be paid for equally by the Airport Advisory Board and the Lessee.
- 5.4.6. During any period of disagreement between the Airport Advisory Board and the Lessee regarding rent adjustment, the Lessee shall be responsible for the payment of the adjusted rent recommend by the first appraiser. Once the disagreement is resolved, the difference between rent paid and the final rent determination shall be paid to the Airport Advisory Board or refunded to the Lessee.

**Heber City Municipal - Russ McDonald Field**  
75 North Main Street, Heber City, UT 84032  
Phone (435) 654-4854/Fax (435) 657-2543

**AIRPORT LEASE/OPERATING PERMIT APPLICATION FORM**  
*Please read the Airport Leasing Policies prior to filling out this application.*

Applicant Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Lease Area Location, if known: \_\_\_\_\_

Type of Lease:

- Ground
- Building
- Operating Permit (for subleasing)
- Commercial
- Non Commercial

If Operating Permit Application, name of Business from whom subleasing: \_\_\_\_\_

Provide a detailed description (purpose of use) of the intended commercial aeronautical activities:

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

Describe the means and methods to accomplish the intended activities:

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

*(Attach additional sheets as necessary)*

Development of Property:

Beginning Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Value of Construction: \_\_\_\_\_

Use Complies With:

- Airport Master Plan
- Building Codes
- Permitted Land Use

\_\_\_\_\_  
Applicant Signature (if sublease, signature of lessee)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Airport Manager Signature

\_\_\_\_\_  
Date



Heber City Corporation  
 Reversionary vs. Non-Reversionary Leases - Uniform Rates  
 75' X 75' Hangar  
 Includes all County Property Tax Revenue

Assumptions:

Hangar Rate (sq. foot)	\$	0.32
Unimproved Ground Rate (sq. ft)	\$	0.16
CPI Assumption/Interest Rate		2%
Leasehold 95' X95' (5,625 hangar 3,400 sq. feet unimproved)		
Estimated Initial Hangar Value	\$	250,000
Monthly Lease Fee	\$	2,500
Wasatch County Prop. Tax Rate		0.012311
Uniform Rate to Generate Equal Revenue		0.44

Year	Reversionary				Non-Reversionary				
	Ground Lease	Property Taxes	60% Net Lease Fee	Total Revenue	NPV @ 2% Interest	Ground Lease	Property Taxes	Total Revenue	NPV @ 2% Interest
1	\$ 2,344.00	\$ 3,077.75		\$ 5,421.75	\$ 5,421.75	\$ 3,971.00	\$ 3,077.75	\$ 7,048.75	\$ 7,048.75
2	\$ 2,390.88	\$ 2,975.16		\$ 5,366.04	\$ 5,260.82	\$ 4,050.42	\$ 3,077.75	\$ 7,128.17	\$ 6,988.40
3	\$ 2,438.70	\$ 2,872.57		\$ 5,311.26	\$ 5,105.02	\$ 4,131.43	\$ 3,077.75	\$ 7,209.18	\$ 6,929.24
4	\$ 2,487.47	\$ 2,769.98		\$ 5,257.45	\$ 4,954.21	\$ 4,214.06	\$ 3,077.75	\$ 7,291.81	\$ 6,871.23
5	\$ 2,537.22	\$ 2,667.38		\$ 5,204.60	\$ 4,808.25	\$ 4,298.34	\$ 3,077.75	\$ 7,376.09	\$ 6,814.37
6	\$ 2,587.97	\$ 2,564.79		\$ 5,152.76	\$ 4,667.01	\$ 4,384.30	\$ 3,077.75	\$ 7,462.05	\$ 6,758.61
7	\$ 2,639.72	\$ 2,462.20		\$ 5,101.92	\$ 4,530.36	\$ 4,471.99	\$ 3,077.75	\$ 7,549.74	\$ 6,703.95
8	\$ 2,692.52	\$ 2,359.61		\$ 5,052.13	\$ 4,398.18	\$ 4,561.43	\$ 3,077.75	\$ 7,639.18	\$ 6,650.37
9	\$ 2,746.37	\$ 2,257.02		\$ 5,003.39	\$ 4,270.34	\$ 4,652.66	\$ 3,077.75	\$ 7,730.41	\$ 6,597.83
10	\$ 2,801.30	\$ 2,154.43		\$ 4,955.72	\$ 4,146.73	\$ 4,745.71	\$ 3,077.75	\$ 7,823.46	\$ 6,546.32
11	\$ 2,857.32	\$ 2,051.83		\$ 4,909.16	\$ 4,027.22	\$ 4,840.63	\$ 3,077.75	\$ 7,918.38	\$ 6,495.83
12	\$ 2,914.47	\$ 1,949.24		\$ 4,863.71	\$ 3,911.70	\$ 4,937.44	\$ 3,077.75	\$ 8,015.19	\$ 6,446.32
13	\$ 2,972.76	\$ 1,846.65		\$ 4,819.41	\$ 3,800.07	\$ 5,036.19	\$ 3,077.75	\$ 8,113.94	\$ 6,397.78
14	\$ 3,032.21	\$ 1,744.06		\$ 4,776.27	\$ 3,692.21	\$ 5,136.91	\$ 3,077.75	\$ 8,214.66	\$ 6,350.20
15	\$ 3,092.86	\$ 1,641.47		\$ 4,734.32	\$ 3,588.03	\$ 5,239.65	\$ 3,077.75	\$ 8,317.40	\$ 6,303.55
16	\$ 3,154.72	\$ 1,538.88		\$ 4,693.59	\$ 3,487.41	\$ 5,344.44	\$ 3,077.75	\$ 8,422.19	\$ 6,257.81
17	\$ 3,217.81	\$ 1,436.28		\$ 4,654.09	\$ 3,390.25	\$ 5,451.33	\$ 3,077.75	\$ 8,529.08	\$ 6,212.97
18	\$ 3,282.17	\$ 1,333.69		\$ 4,615.86	\$ 3,296.47	\$ 5,560.36	\$ 3,077.75	\$ 8,638.11	\$ 6,169.01
19	\$ 3,347.81	\$ 1,231.10		\$ 4,578.91	\$ 3,205.97	\$ 5,671.57	\$ 3,077.75	\$ 8,749.32	\$ 6,125.92
20	\$ 3,414.77	\$ 1,128.51		\$ 4,543.27	\$ 3,118.64	\$ 5,785.00	\$ 3,077.75	\$ 8,862.75	\$ 6,083.66
21	\$ 3,483.06	\$ 1,025.92		\$ 4,508.98	\$ 3,034.41	\$ 5,900.70	\$ 3,077.75	\$ 8,978.45	\$ 6,042.24
22	\$ 3,552.72	\$ 923.33		\$ 4,476.05	\$ 2,953.19	\$ 6,018.71	\$ 3,077.75	\$ 9,096.46	\$ 6,001.63
23	\$ 3,623.78	\$ 820.73		\$ 4,444.51	\$ 2,874.88	\$ 6,139.09	\$ 3,077.75	\$ 9,216.84	\$ 5,961.81
24	\$ 3,696.25	\$ 718.14		\$ 4,414.39	\$ 2,799.41	\$ 6,261.87	\$ 3,077.75	\$ 9,339.62	\$ 5,922.77
25	\$ 3,770.18	\$ 615.55		\$ 4,385.73	\$ 2,726.70	\$ 6,387.10	\$ 3,077.75	\$ 9,464.85	\$ 5,884.50
26	\$ 3,845.58	\$ 512.96		\$ 4,358.54	\$ 2,656.66	\$ 6,514.85	\$ 3,077.75	\$ 9,592.60	\$ 5,846.98
27	\$ 3,922.49	\$ 410.37		\$ 4,332.86	\$ 2,589.23	\$ 6,645.14	\$ 3,077.75	\$ 9,722.89	\$ 5,810.20
28	\$ 4,000.94	\$ 307.78		\$ 4,308.72	\$ 2,524.31	\$ 6,778.05	\$ 3,077.75	\$ 9,855.80	\$ 5,774.14
29	\$ 4,080.96	\$ 205.18		\$ 4,286.14	\$ 2,461.85	\$ 6,913.61	\$ 3,077.75	\$ 9,991.36	\$ 5,738.78
30	\$ 4,162.58	\$ 102.59		\$ 4,265.17	\$ 2,401.77	\$ 7,051.88	\$ 3,077.75	\$ 10,129.63	\$ 5,704.12
31			\$ 18,000.00	\$ 18,000.00	\$ 9,937.28	\$ 7,192.92	\$ 3,077.75	\$ 10,270.67	\$ 5,670.14
32			\$ 18,360.00	\$ 18,360.00	\$ 9,937.28	\$ 7,336.78	\$ 3,077.75	\$ 10,414.53	\$ 5,636.82
33			\$ 18,727.20	\$ 18,727.20	\$ 9,937.28	\$ 7,483.51	\$ 3,077.75	\$ 10,561.26	\$ 5,604.16
34			\$ 19,101.74	\$ 19,101.74	\$ 9,937.28	\$ 7,633.18	\$ 3,077.75	\$ 10,710.93	\$ 5,572.13
35			\$ 19,483.78	\$ 19,483.78	\$ 9,937.28	\$ 7,785.84	\$ 3,077.75	\$ 10,863.59	\$ 5,540.74
36			\$ 19,873.45	\$ 19,873.45	\$ 9,937.28	\$ 7,941.56	\$ 3,077.75	\$ 11,019.31	\$ 5,509.96
37			\$ 20,270.92	\$ 20,270.92	\$ 9,937.28	\$ 8,100.39	\$ 3,077.75	\$ 11,178.14	\$ 5,479.78
38			\$ 20,676.34	\$ 20,676.34	\$ 9,937.28	\$ 8,262.40	\$ 3,077.75	\$ 11,340.15	\$ 5,450.20
39			\$ 21,089.87	\$ 21,089.87	\$ 9,937.28	\$ 8,427.65	\$ 3,077.75	\$ 11,505.40	\$ 5,421.20
40			\$ 21,511.67	\$ 21,511.67	\$ 9,937.28	\$ 8,596.20	\$ 3,077.75	\$ 11,673.95	\$ 5,392.76
41			\$ 21,941.90	\$ 21,941.90	\$ 9,937.28	\$ 8,768.13	\$ 3,077.75	\$ 11,845.88	\$ 5,364.88
42			\$ 22,380.74	\$ 22,380.74	\$ 9,937.28	\$ 8,943.49	\$ 3,077.75	\$ 12,021.24	\$ 5,337.55
43			\$ 22,828.35	\$ 22,828.35	\$ 9,937.28	\$ 9,122.36	\$ 3,077.75	\$ 12,200.11	\$ 5,310.76
44			\$ 23,284.92	\$ 23,284.92	\$ 9,937.28	\$ 9,304.80	\$ 3,077.75	\$ 12,382.55	\$ 5,284.49
45			\$ 23,750.62	\$ 23,750.62	\$ 9,937.28	\$ 9,490.90	\$ 3,077.75	\$ 12,568.65	\$ 5,258.73
46			\$ 24,225.63	\$ 24,225.63	\$ 9,937.28	\$ 9,680.72	\$ 3,077.75	\$ 12,758.47	\$ 5,233.48
47			\$ 24,710.14	\$ 24,710.14	\$ 9,937.28	\$ 9,874.33	\$ 3,077.75	\$ 12,952.08	\$ 5,208.73
48			\$ 25,204.35	\$ 25,204.35	\$ 9,937.28	\$ 10,071.82	\$ 3,077.75	\$ 13,149.57	\$ 5,184.46
49			\$ 25,708.43	\$ 25,708.43	\$ 9,937.28	\$ 10,273.26	\$ 3,077.75	\$ 13,351.01	\$ 5,160.67
50			\$ 26,222.60	\$ 26,222.60	\$ 9,937.28	\$ 10,478.72	\$ 3,077.75	\$ 13,556.47	\$ 5,137.34
	\$ 95,091.58	\$ 47,705.13	\$ 437,352.66	\$ 580,149.36	\$ 308,848.60	\$ 335,864.80	\$ 153,887.50	\$ 489,752.30	\$ 297,198.28
Estimated Demolition Cost *				\$ (30,000.00)	\$ (11,368.75)				
Net Revenues				\$ 550,149.36	\$ 297,479.84			89%	100%

\* May be funded with FAA Grants for Airport Redevelopment  
 Property tax revenue does not truly decline, \$106,182 is shifted to other taxpayers.  
 Net Lease Fees are net of management, maintenance and insurance costs  
 Reversionary Leases would not be subject to a potential buyout



Heber City Corporation  
 Reversionary vs. Non-Reversionary Leases - Uniform Rate  
 75' X 75' Hangar  
 Heber City Revenues - Does not include other County Property Taxes

Assumptions:	Hangar Rate (sq. foot)	\$ 0.32
	Unimproved Ground Rate (sq. ft)	\$ 0.16
	CPI Assumption/Interest Rate	2%
	Leasehold 95' X95' (5,625 hangar 3,400 sq. feet unimproved)	
	Estimated Initial Hangar Value	\$ 250,000
	Monthly Lease Fee	\$ 2,500
	Heber City Property Tax Rate	0.001146
	Uniform Rate to generate equal revenue	0.61

Year	Reversionary				Non-Reversionary				
	Ground Lease	Property Taxes	60% Net Lease Fee	Total Revenue	NPV @ 2% Interest	Ground Lease	Property Taxes	Total Revenue	NPV @ 2% Interest
1	\$ 2,344.00	\$ 286.50		\$ 2,630.50	\$ 2,630.50	\$ 5,505.25	\$ 286.50	\$ 5,791.75	\$ 5,791.75
2	\$ 2,390.88	\$ 276.95		\$ 2,667.83	\$ 2,615.52	\$ 5,615.36	\$ 286.50	\$ 5,901.86	\$ 5,786.13
3	\$ 2,438.70	\$ 267.40		\$ 2,706.10	\$ 2,601.02	\$ 5,727.66	\$ 286.50	\$ 6,014.16	\$ 5,780.62
4	\$ 2,487.47	\$ 257.85		\$ 2,745.32	\$ 2,586.98	\$ 5,842.22	\$ 286.50	\$ 6,128.72	\$ 5,775.23
5	\$ 2,537.22	\$ 248.30		\$ 2,785.52	\$ 2,573.39	\$ 5,959.06	\$ 286.50	\$ 6,245.56	\$ 5,769.93
6	\$ 2,587.97	\$ 238.75		\$ 2,826.72	\$ 2,560.24	\$ 6,078.24	\$ 286.50	\$ 6,364.74	\$ 5,764.74
7	\$ 2,639.72	\$ 229.20		\$ 2,868.92	\$ 2,547.52	\$ 6,199.81	\$ 286.50	\$ 6,486.31	\$ 5,759.65
8	\$ 2,692.52	\$ 219.65		\$ 2,912.17	\$ 2,535.22	\$ 6,323.80	\$ 286.50	\$ 6,610.30	\$ 5,754.67
9	\$ 2,746.37	\$ 210.10		\$ 2,956.47	\$ 2,523.32	\$ 6,450.28	\$ 286.50	\$ 6,736.78	\$ 5,749.77
10	\$ 2,801.30	\$ 200.55		\$ 3,001.85	\$ 2,511.81	\$ 6,579.28	\$ 286.50	\$ 6,865.78	\$ 5,744.98
11	\$ 2,857.32	\$ 191.00		\$ 3,048.32	\$ 2,500.69	\$ 6,710.87	\$ 286.50	\$ 6,997.37	\$ 5,740.28
12	\$ 2,914.47	\$ 181.45		\$ 3,095.92	\$ 2,489.93	\$ 6,845.09	\$ 286.50	\$ 7,131.59	\$ 5,735.67
13	\$ 2,972.76	\$ 171.90		\$ 3,144.66	\$ 2,479.54	\$ 6,981.99	\$ 286.50	\$ 7,268.49	\$ 5,731.15
14	\$ 3,032.21	\$ 162.35		\$ 3,194.56	\$ 2,469.50	\$ 7,121.63	\$ 286.50	\$ 7,408.13	\$ 5,726.72
15	\$ 3,092.86	\$ 152.80		\$ 3,245.66	\$ 2,459.80	\$ 7,264.06	\$ 286.50	\$ 7,550.56	\$ 5,722.38
16	\$ 3,154.72	\$ 143.25		\$ 3,297.97	\$ 2,450.44	\$ 7,409.34	\$ 286.50	\$ 7,695.84	\$ 5,718.12
17	\$ 3,217.81	\$ 133.70		\$ 3,351.51	\$ 2,441.39	\$ 7,557.53	\$ 286.50	\$ 7,844.03	\$ 5,713.95
18	\$ 3,282.17	\$ 124.15		\$ 3,406.32	\$ 2,432.66	\$ 7,708.68	\$ 286.50	\$ 7,995.18	\$ 5,709.86
19	\$ 3,347.81	\$ 114.60		\$ 3,462.41	\$ 2,424.24	\$ 7,862.85	\$ 286.50	\$ 8,149.35	\$ 5,705.85
20	\$ 3,414.77	\$ 105.05		\$ 3,519.82	\$ 2,416.11	\$ 8,020.11	\$ 286.50	\$ 8,306.61	\$ 5,701.91
21	\$ 3,483.06	\$ 95.50		\$ 3,578.56	\$ 2,408.27	\$ 8,180.51	\$ 286.50	\$ 8,467.01	\$ 5,698.06
22	\$ 3,552.72	\$ 85.95		\$ 3,638.67	\$ 2,400.71	\$ 8,344.12	\$ 286.50	\$ 8,630.62	\$ 5,694.28
23	\$ 3,623.78	\$ 76.40		\$ 3,700.18	\$ 2,393.42	\$ 8,511.00	\$ 286.50	\$ 8,797.50	\$ 5,690.57
24	\$ 3,696.25	\$ 66.85		\$ 3,763.10	\$ 2,386.39	\$ 8,681.22	\$ 286.50	\$ 8,967.72	\$ 5,686.94
25	\$ 3,770.18	\$ 57.30		\$ 3,827.48	\$ 2,379.62	\$ 8,854.85	\$ 286.50	\$ 9,141.35	\$ 5,683.37
26	\$ 3,845.58	\$ 47.75		\$ 3,893.33	\$ 2,373.11	\$ 9,031.95	\$ 286.50	\$ 9,318.45	\$ 5,679.88
27	\$ 3,922.49	\$ 38.20		\$ 3,960.69	\$ 2,366.83	\$ 9,212.59	\$ 286.50	\$ 9,499.09	\$ 5,676.46
28	\$ 4,000.94	\$ 28.65		\$ 4,029.59	\$ 2,360.78	\$ 9,396.84	\$ 286.50	\$ 9,683.34	\$ 5,673.10
29	\$ 4,080.96	\$ 19.10		\$ 4,100.06	\$ 2,354.97	\$ 9,584.77	\$ 286.50	\$ 9,871.27	\$ 5,669.81
30	\$ 4,162.58	\$ 9.55		\$ 4,172.13	\$ 2,349.38	\$ 9,776.47	\$ 286.50	\$ 10,062.97	\$ 5,666.58
31			\$ 18,000.00	\$ 18,000.00	\$ 9,937.28	\$ 9,972.00	\$ 286.50	\$ 10,258.50	\$ 5,663.42
32			\$ 18,360.00	\$ 18,360.00	\$ 9,937.28	\$ 10,171.44	\$ 286.50	\$ 10,457.94	\$ 5,660.32
33			\$ 18,727.20	\$ 18,727.20	\$ 9,937.28	\$ 10,374.87	\$ 286.50	\$ 10,661.37	\$ 5,657.28
34			\$ 19,101.74	\$ 19,101.74	\$ 9,937.28	\$ 10,582.36	\$ 286.50	\$ 10,868.86	\$ 5,654.30
35			\$ 19,483.78	\$ 19,483.78	\$ 9,937.28	\$ 10,794.01	\$ 286.50	\$ 11,080.51	\$ 5,651.37
36			\$ 19,873.45	\$ 19,873.45	\$ 9,937.28	\$ 11,009.89	\$ 286.50	\$ 11,296.39	\$ 5,648.51
37			\$ 20,270.92	\$ 20,270.92	\$ 9,937.28	\$ 11,230.09	\$ 286.50	\$ 11,516.59	\$ 5,645.70
38			\$ 20,676.34	\$ 20,676.34	\$ 9,937.28	\$ 11,454.69	\$ 286.50	\$ 11,741.19	\$ 5,642.95
39			\$ 21,089.87	\$ 21,089.87	\$ 9,937.28	\$ 11,683.79	\$ 286.50	\$ 11,970.29	\$ 5,640.25
40			\$ 21,511.67	\$ 21,511.67	\$ 9,937.28	\$ 11,917.46	\$ 286.50	\$ 12,203.96	\$ 5,637.60
41			\$ 21,941.90	\$ 21,941.90	\$ 9,937.28	\$ 12,155.81	\$ 286.50	\$ 12,442.31	\$ 5,635.00
42			\$ 22,380.74	\$ 22,380.74	\$ 9,937.28	\$ 12,398.93	\$ 286.50	\$ 12,685.43	\$ 5,632.46
43			\$ 22,828.35	\$ 22,828.35	\$ 9,937.28	\$ 12,646.91	\$ 286.50	\$ 12,933.41	\$ 5,629.96
44			\$ 23,284.92	\$ 23,284.92	\$ 9,937.28	\$ 12,899.84	\$ 286.50	\$ 13,186.34	\$ 5,627.52
45			\$ 23,750.62	\$ 23,750.62	\$ 9,937.28	\$ 13,157.84	\$ 286.50	\$ 13,444.34	\$ 5,625.12
46			\$ 24,225.63	\$ 24,225.63	\$ 9,937.28	\$ 13,421.00	\$ 286.50	\$ 13,707.50	\$ 5,622.77
47			\$ 24,710.14	\$ 24,710.14	\$ 9,937.28	\$ 13,689.42	\$ 286.50	\$ 13,975.92	\$ 5,620.47
48			\$ 25,204.35	\$ 25,204.35	\$ 9,937.28	\$ 13,963.21	\$ 286.50	\$ 14,249.71	\$ 5,618.21
49			\$ 25,708.43	\$ 25,708.43	\$ 9,937.28	\$ 14,242.47	\$ 286.50	\$ 14,528.97	\$ 5,615.99
50			\$ 26,222.60	\$ 26,222.60	\$ 9,937.28	\$ 14,527.32	\$ 286.50	\$ 14,813.82	\$ 5,613.82
	\$ 95,091.58	\$ 4,440.75	\$ 437,352.66	\$ 536,884.98	\$ 272,768.83	\$ 465,630.75	\$ 14,325.00	\$ 479,955.75	\$ 284,445.42
				\$ (30,000.00)	\$ (11,368.75)				
				\$ 506,884.98	\$ 284,137.58			95%	100%

\* May be funded with FAA Grants for Airport Redevelopment  
 Property tax revenue does not truly decline, \$106,182 is shifted to other taxpayers.  
 Net Lease Fees are net of management, maintenance and insurance costs  
 Reversionary Leases would not be subject to a potential buyout

# TAB 5

**RESOLUTION NO. 2014-12**

A RESOLUTION **AMENDING** THE HEBER CITY PERSONNEL POLICY: SECTION 1.5, DEFINITION OF TERMS; SECTION 6.2, CONFERENCES, SEMINARS AND CONVENTIONS; SECTION 6.3, CERTIFICATION TESTING; SECTION 6.4, TRAVEL TIME; SECTION 13.1, ELIGIBLE EMPLOYEE; SECTION 14.1, RESIDENCY REQUIREMENT; SECTION 14.13, BENEFITS FOR PART TIME EMPLOYEES; SECTION 2.4, SEXUAL HARASSMENT; AND **ADDING** TO THE HEBER CITY PERSONNEL POLICY: APPENDIX B, HEBER CITY CORPORATION BLOOD BORNE PATHOGENS EXPOSURE CONTROL PLAN.

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

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

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

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

APPROVED:

\_\_\_\_\_  
Mayor Alan W. McDonald

ATTEST:

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

**Article 1      Establishment of Personnel System**  
**Section 1.5    Definition of Terms**

Part-Time “As Needed” Employee. A part-time “as needed” employee is hired on an “as needed” basis and is not eligible for any benefits regardless of the amount of hours worked. This designation is an at-will position.

**Article 6      Training and Development**  
**Section 6.2    Conferences, Seminars and Conventions**

A. Employees desiring to participate in a conference, seminar or convention must complete a Training and Administrative Leave form and submit it for approval to the department head. For out-of-state travel, this form must then be submitted to the City Manager for final approval. The City will pay the cost of registration fees, motel, travel, and per diem on approved leave. The City will follow federal statutes regarding non-discrimination practices in access to training and career development.

B. Employees will be compensated for time spent attending training sessions at conferences, seminars and conventions. Time allotted for meals during these conferences, etc., will not be counted as time worked.

**Section 6.3    Certification Testing**

Heber City will pay the cost of certification test fees a maximum of two (2) times per test per employee. Employees unable to pass a certification test after taking it twice will be required to pay the fee for any subsequent attempts. Upon passing the test, the City will reimburse the cost of the test with proof of passing and receipt for payment.

**Section 6.4    Travel Time**

A. Commuting Time: Commuting time is not paid work time, even when the employee is using an organization vehicle. Travel time from home to a site in response to an emergency call after the regular workday is work time.

B. Single-Day Travel: An employee who travels in the course of a workday, such as from one work location to another, is entitled to compensation for his/her travel time. When an employee who normally works at one location is sent out-of-town on a single-day trip, the time spent traveling is work time. Travel to work-related meetings is compensable.

C. Over Night and Weekend Travel: An employee who travels away from home overnight or on weekends is working when he/she is a passenger on an airplane, train, boat, bus, or automobile if the travel is work related.

**Article 13     Compensation and Benefit Plan**  
**Section 13.1   Eligible Employee**

Only the full-time employees of Heber City, as defined by ordinance, shall be eligible for and subject to compensation benefits described in this Article.

A. Elected Officials and members of boards and commissions shall be subject to applicable sections of state law and local statute. Unless otherwise specifically stated, elected officials and members of boards and commissions shall not be covered by the provisions of this Article.

B. Volunteer personnel and personnel appointed to serve without pay, contract employees, consultants and council rendering temporary professional service, and temporary, seasonal, part-time “as needed”, or emergency employees, unless otherwise specifically stated, shall not be covered by the provisions of this Article.

## **Article 14      Miscellaneous Policies**

### **Section 14.1    Residency Requirement**

Heber City does not maintain a residency requirement for employment other than for police officers, which is identified in the Heber City Police Department Policy and Procedure Manual~~those positions specifically required by State Law~~. All employees, regardless of residential location, have the responsibility of being to work on time. Department heads, supervisors, ~~police officers~~, and those employees on standby, must live within a reasonable distance in order to respond to emergencies.

### **Section 14.13   Benefits for Part Time Employees**

Schedule of Benefits:

A. A permanent part-time employee is eligible for pro-rated vacation, sick and holiday pay in proportion to time worked (1/2 time - 3/4 time). Health Insurance coverage is available if the individual works over 30 hours per week. The City will pro-rate its contribution towards health insurance based on hours worked. Persons who work under 20 hours per week on a permanent basis with no pre-determined separation date are not entitled to any fringe benefits. He/she is paid for the actual hours of work he/she completes. Part-time “as needed” employees are not eligible to receive any benefits regardless of the number of hours worked.

B. A temporary full-time employee is eligible for all holidays during his/her time of employment. He/she is not eligible for annual leave or sick leave, retirement or health insurance.

C. A temporary part-time employee is not eligible for any fringe benefits. He/she is paid for the actual hours of work he/she completes.

## **Article 2      Equal Opportunity and Non-Discrimination**

### **Section 2.4    ~~Sexual Harassment~~**

Heber City will not tolerate harassment in any form, including towards the protected classes of race, color, age, religion, disability, sex, and national origin. Harassment precipitates a hostile work environment and involves inappropriate behaviors, including but not limited to the following:

1. Derogatory remarks about an employee.
2. Visual messages (e.g., posting of cartoons) that are demeaning to an employee.
3. Jokes that stereotype or make fun of an employee.

4. Unwelcome or inappropriate nicknames for an employee.
5. Verbal or nonverbal (e.g., mimicking or imitating) innuendoes that have a negative connotation for an employee.

This policy applies not only to the workplace during normal hours of operation but also to organizational travel and all work-related social functions, even if such activities are held off-site.

Heber City's policy regarding harassment in general, and sexual harassment in particular, is as follows:

A. GENERAL POLICY. It is the policy of Heber City that:

1. The giving or withholding of tangible job benefits based on the granting of sexual favors (Quid Pro Quo) and any behavior or conduct of a sexual/gender based nature which is demeaning, ridiculing or derisive and results in a hostile abusive or unwelcome work environment constitutes sexual harassment.
2. Unlawful discrimination/harassment of employees of any type, on or off duty, based on sex/gender, subtle or otherwise, shall not be tolerated and violators will be subject to disciplinary action up to and including termination.
3. Retaliation or reprisals are prohibited against any employee who opposes a forbidden practice, has filed a charge, testified, assisted or participated in any manner in an investigative proceeding or hearing under this policy.
4. False or bad faith claims regarding sexual or gender harassment shall result in disciplinary action against the accuser.
5. Employees accused of sexual harassment and facing disciplinary action shall be entitled to receive notice of charges, the evidence to be used against them, and an opportunity to respond before any disciplinary action may be taken.
6. Records and proceedings of sexual harassment claim, investigations, or resolutions are confidential and shall be maintained separate and apart from the employee's personnel file.
7. All employees, supervisors and management personnel shall receive training on the sexual/gender harassment policy and grievances procedures during orientation and in-service training.

B. PROHIBITED CONDUCT

1. Any deliberate, unwanted, or unwelcome behavior of a sex/gender based nature, whether verbal, non-verbal, or physical is prohibited.
2. Two major categories of sexual/gender harassment are:
  - a. Quid Pro Quo, or the granting or conditioning of tangible job benefits or the granting of sexual favors.
  - b. Creating a hostile or unwelcome work environment, which can occur through any or all of the following general means:
    - i. Level One: Sex role stereotyping.
      - (A) Assignments made or denied solely on the traditional historic perceptions regarding the types of jobs that specific gender may/should perform.
      - (B) Comments or written material reinforcing traditional historic perceptions regarding gender.
    - ii. Level Two: Gender harassment/discrimination.
      - (A) Intentional or unintentional behavior/conduct of a visual or verbal nature directed at a specific gender which is demeaning, ridiculing, or derisive.
      - (B) Creating an environment that demonstrates a demeaning, ridiculing, or derisive attitude toward a specific gender.

- iii. Level Three: Targeted or individual harassment.
  - (A) Intentional behavior predicated on gender or expressing sexuality which is directed at a specific group or individual.
  - (B) Offensive conduct may be verbal, visual, or physical; including unwanted physical touching of a non-criminal nature.
- iv. Level Four: Criminal touching.
  - (A) The intentional unwanted touching of the breasts, buttocks, or genitals of another.
  - (B) Forcible sexual abuse.

C. TYPES OF CORRECTIVE ACTION: Any employee who is being sexually harassed or who has personal knowledge of clearly offensive conduct may address the issue either through the formal or informal processes described below:

1. Informal Action.

a. Employees who are experiencing an unwelcome or hostile work environment at Level One, Level Two, or Level Three as described above may, if they so desire, choose to address that unwelcome behavior/conduct informally by notifying the individual responsible for the behavior of the behavior that is objectionable, that the conduct/behavior is unwelcome and that future similar behavior will result in a formal complaint. Employees experiencing sexual harassment at this level are not required to use the informal process and may file a formal complaint if they so desire.

b. This notification may be:

- i. Verbally, in person.
- ii. In writing, signed or unsigned.
- iii. Through a supervisor, verbally or in writing. The victim may:
  - (A) Ask the supervisor for assistance in determining what to say and how to approach the offending employee.
  - (B) Request the supervisor to accompany the victim when the victims give the offending employee notice.
  - (C) Ask the supervisor to give notice to the offending employee, accompanied by the victim.
  - (D) Ask the supervisor alone to provide notice to the offending employee.

2. Formal Action.

a. Employees who are experiencing an unwelcome or hostile work environment which is clearly offensive or at Level Four as described above, or who have been subjected to quid pro quo type sexual harassment, should address that unwelcome behavior/conduct through the formal remedial process.

b. Formal complains should be in writing and specify:

- i. The identity of the victim.
- ii. The identity of the offending employee.
- iii. The offensive behavior that the employee engaged in.
- iv. The frequency of the offensive behavior.
- v. Damage the victim suffered as a result of the offensive behavior.
- vi. How the victim would like the matter settled, or what the victim would like to see happen.

c. The victim will be allowed a reasonable amount of time during work to prepare a formal complaint.

d. The victim should submit formal written complaints to their immediate supervisor. If the immediate supervisor is the employee engaging in the offensive behavior, the formal

complaint should be submitted to the next highest supervisor, the department head, the City Manager, or designee.

3. Disciplinary Action.

Employees found guilty of sexual harassment may face disciplinary action up to and including termination based on all the circumstances of the case, as well as the offending employee's work history.

D. MAINTAINING COMPLAINT FILES.

1. Information related to any sexual harassment complaint, proceeding, or resolution shall be maintained in separate and confidential sexual harassment complaint files. This information shall not be placed or maintained in any employee's personnel file.

2. Information contained in the sexual harassment complaint files shall be released only with the written authorization of the victim and the City Manager, or designee.

3. Participants in any sexual-gender harassment proceeding/investigation shall treat all information related to that proceeding/investigation as confidential.

E. VICTIM PROTECTION.

1. Individual complaints, either verbal or written, are confidential.

2. Victims of alleged sexual harassment shall not be required to confront the accused outside of a formal proceeding.

3. The accused shall not contact the victim regarding the alleged harassment.

4. Retaliation or reprisals are prohibited against any employee who opposed a practice forbidden under this policy, or who has filed a charge, testified, assisted, or participated in any manner in an investigation, proceeding or hearing.

a. Any employee engaging in prohibited retaliatory activities shall be subject to disciplinary action up to, and including, termination.

b. Retaliation is an additional and separate disciplinary offense.

c. Retaliation may consist of, but is not limited to, any of the following:

i. Open hostility.

ii. Exclusion or ostracism.

iii. Special or more closely monitored attention to work performance.

iv. Assignment to demeaning duties not otherwise performed during the regular course of the employee's duties.

**APPENDIX B**  
**HEBER CITY CORPORATION**  
**BLOOD BORNE PATHOGENS EXPOSURE CONTROL PLAN**

In accordance with the OSHA Blood Borne Pathogens Standard, 29 CFR 1910.1030, the following exposure control plan has been developed:

**A. PURPOSE**

The purpose of the exposure control plan is to:

1. Eliminate or minimize employee occupational exposure to blood or certain other body fluids;
2. Comply with the OSHA Blood Borne Standard, 29 CFR 1910.1030

**B. EXPOSURE DETERMINATION**

OSHA requires employees to perform an exposure determination concerning which employees may incur occupational exposure to blood or other potentially infectious materials. The exposure determination is made without regard to the use of personal protective equipment (employees are considered to be exposed even if they wear personal protective equipment). This exposure determination is required to list all job classifications in which employees may be expected to incur such occupational exposure, regardless of frequency. At Heber City Corporation, the following job classifications are in this category:

Public Safety Personnel  
Public Works Personnel  
Planning Department Personnel  
*This includes full time, part time, and temporary employees*

In addition, OSHA requires a listing of job classifications in which some employees would be expected to incur exposure to blood or other potentially infectious materials, task or procedures that would cause these employees to have occupational exposure. It is also required to list which employees in these categories are considered to have occupational exposure. The job classifications and associated tasks for these categories are as follows:

Job Classifications

Public Safety Personnel

Task/Procedures

Auto Accidents  
Arrest of Injured Persons  
All Crime Scenes  
Unattended Deaths  
Medical Assists  
General Housekeeping

Public Works Personnel

Water and Sewer Maintenance  
General Housekeeping

Planning Personnel

Building Inspections  
Code Enforcement

## **C. IMPLEMENTATION SCHEDULE AND METHODOLOGY**

OSHA also requires that this plan include a schedule and method of implementation for the various requirements of the standard. The following section complies with this requirement.

### **1. COMPLIANCE METHODS**

Universal precautions will be observed at Heber City Corporation in order to prevent contact with blood or other potentially infectious materials. All blood or other potentially infectious material will be considered infectious regardless of the perceived status of the source individual.

The following engineering and work practice controls will be utilized at Heber City Corporation to eliminate or minimize exposure to employees at the Heber City Corporation. Where occupational exposure remains after institution of these controls, personal protective equipment shall also be utilized. At the Heber City Corporation the following engineering controls will be utilized:

- Sharps Containers
- Hand and Eyewash Facilities
- Bio-hazard Spill Kits
- Personal Protective Equipment
- Antiseptic hand cleanser

*Whenever possible, a professional certified cleaning company will provide all cleanups for spills. (See Appendix B-2 for current options)*

The above controls will be examined and maintained on a regular schedule. The effectiveness of these controls will be reviewed by the Office of Personnel annually.

### **2. HAND WASHING FACILITIES**

Hand washing facilities shall be made available to the employees who incur exposure to blood or other potentially infectious materials. OSHA requires that these facilities be readily accessible after incurring exposures. *(If hand washing facilities are not feasible, the employer is required to provide either an antiseptic cleanser in conjunction with clean cloth/paper towels or antiseptic towelettes. If these alternatives are used then the hands are to be washed with soap and running water as soon as feasible.)* Heber City Corporation shall train the designee who is responsible for providing the alternative to ensure that the alternative is monitored and accessible.

Training will be provided to all employees to ensure that after the removal of personal protective gloves, employees shall wash hands and any other potentially contaminated skin area immediately or as soon as feasible with soap and water.

Training will be provided to all employees to ensure that if an employee incurs exposure to his/her skin or mucous membranes, the area shall be washed or flushed with water as soon as feasible following contact.

### 3. NEEDLES

Contaminated needles and other contaminated sharps will not be bent, recapped, removed, sheared or purposely broken. **At Heber City Corporation, recapping or removal is not permitted.**

### 4. CONTAINERS FOR REUSABLE SHARPS

Contaminated sharps that are reusable are to be placed immediately, or as soon as possible after use, into appropriate sharps containers. At the Heber City Corporation the sharps containers are puncture resistant, labeled with a bio-hazard label and leak proof.

<u>Location</u>	<u>Responsible Part for Empty</u>
Patrol Room HCPD	Supervisor to contact an agent of the Police Department or the Office of Personnel to properly dispose of any sharps in the above mentioned container. The supervisor will check the sharps container weekly.
Evidence/Intake Room HCPD	Supervisor to contact an agent of the Police Department or the Office of Personnel to properly dispose of any sharps in the above mentioned container. The supervisor will check the sharps container weekly.
Police Vehicles	Each Officer is responsible to empty his/her portable sharps container into the sharps container located in the Evidence Intake or Patrol Room.

### 5. WORK AREA RESTRICTIONS

In work areas where there is a reasonable likelihood of exposure to blood or other potentially infectious materials, employees are not to eat, drink, apply cosmetics or lip balm, smoke, or handle contact lenses. Food and beverages are not to be kept in refrigerator, freezers, shelves, cabinets, or on counter or bench tops where blood or other potentially infectious materials are present.

Mouth pipetting/suctioning of blood or other potentially infectious materials is prohibited. Any procedure involving a significant risk of exposure will be conducted in a manner which will minimize splashing, spraying, splattering, and generation of droplets of blood or other potentially infectious materials. There shall be no handling of blood at Heber City Corporation, with the exception of an employee who is doing it as a part of their required duties. All clean up of blood will be provided by a professional certified cleaning company will provide all cleanups for spills. (See Appendix B-2 for current options)

## **6. SPECIMENS**

Specimens of blood or other potentially infectious materials will be placed in a container which prevents leakage during the collection, handling, processing, storage, and transport of the specimen. Please contact the Heber City Corporation for transportation of specimens.

The container used for this purpose will be labeled or color coded in accordance with the requirements of the OSHA 29 CRF 1910.1030 standard.

Any specimens which could puncture a primary container will be placed within a secondary container which is puncture resistant.

If outside contamination of the primary container occurs, the primary container shall be placed within a secondary container which prevents leakage during the handling, processing, storage, transport, or shipping of the specimen.

## **7. CONTAMINATED EQUIPMENT**

The immediate supervisor or his/her designee is responsible for ensuring that equipment which has become contaminated with blood or other potentially infectious materials shall be examined prior to servicing or shipping and shall be decontaminated as necessary unless the decontamination of the equipment is not feasible. Equipment not decontaminated shall be tagged/labeled and placed in a designated container or bag. If a vehicle is found to be contaminated a professional, certified cleaning company will be immediately contacted for decontamination of the vehicle. Employees required to use City vehicles for the performance of their duties will be provided training to utilize Personal Protective Equipment until the spill can be properly decontaminated. (See Appendix B-2 for decontamination options.)

## **8. PERSONAL PROTECTIVE EQUIPMENT**

### **Personal Protective Equipment Provision**

The department head or his/her designee is responsible for ensuring that the following provisions are met.

All personal protective equipment (PPE) used at Heber City Corporation will be provided without cost to employees. PPE will be chosen based on the anticipated exposure to blood or other potentially infectious materials. The protective equipment will be considered appropriate only if it does not permit blood or other potentially infectious materials to pass through or reach

the employees' clothing, skin, eyes, mouth, or other mucous membranes under normal conditions of use and for the duration of time which the protective equipment will be used.

Each department will be responsible for obtaining the equipment that will fulfill the PPE need for their respective job classifications.

### **Personal Protective Equipment Use**

The department head or his/her designee shall ensure that the employee uses appropriate PPE unless the supervisor shows that the employee temporarily and briefly declined to use PPE when under rare and extraordinary circumstances or it was the employee's professional judgment that in the specific instance its use would have prevented the delivery of healthcare or posed an increased hazard to the safety of the worker or co-worker. When the employee makes this judgment, the circumstances shall be investigated by the department head or his/her designee and documented in order to determine whether changes can be instituted to prevent such occurrences in the future. The documentation will be reviewed by the Office of Personnel.

Annual training in the proper use of PPE will assist the department head or his/her designee in completing this responsibility.

### **Personal Protective Equipment Accessibility**

The department head or his/her designee shall ensure that appropriate PPE in the appropriate sizes is readily accessible at the work site or is issued without cost to employees. Hypoallergenic gloves, glove liners, powderless gloves, or other similar alternatives shall be readily accessible to those employees who are allergic to the gloves normally provided.

### **Personal Protective Equipment Cleaning, Laundering and Disposal**

All personal protective equipment will be cleaned, laundered, and disposed of by the employer at no cost to the employees. All repairs and replacements will be made by the employer at no cost to employees.

All garments which are penetrated by blood shall be removed immediately or as soon as feasible. All PPE will be removed prior to leaving the work area.

When PPE is removed, it shall be placed in an appropriately designated area or container for storage, washing, decontamination or disposal.

### **Gloves**

Gloves shall be worn where it is reasonably anticipated that employees will have hand contact with blood or other potentially infectious materials, non-intact skin, and mucous membranes; when performing vascular access procedures and when handling or touching contaminated items or surfaces. Disposable gloves used at the Heber City Corporation are not to be washed or decontaminated for reuse and are to be replaced when they become contaminated or as soon as

feasible if they are torn, punctured, exhibit other signs of deterioration, or when their ability to function as a barrier is compromised.

### **Eye and Face Protection**

Masks in combination with eye protection devices, such as goggles or glasses with solid side shields, or chin length face shields, are required to be worn whenever splashes, splatters, or droplets of blood or other potentially infectious materials may be generated and eye, nose, or mouth contamination can reasonably be anticipated. Situations at Heber City Corporation which would require such protection are as follows but not limited to:

- Assisting Injured Persons
- Assisting Medical Personnel
- Crime Scene Processing
- Traumatic/Violent Injuries
- General Housekeeping

### **Additional Protection**

Additional protective clothing, such as lab coats, gowns, aprons, clinic jackets, or similar outer garments, shall be worn in instances when gross contamination can reasonably be anticipated. The following situations required that such protective clothing be utilized but are not limited to crime scene processing, general housekeeping, and/or in the event of a mass injury situation.

## **9. HOUSEKEEPING**

This facility will be cleaned and decontaminated on an as needed basis as determined by risk of a blood borne pathogen exposure.

Decontamination will be accomplished by utilizing a professional, certified cleaning company. A professional, certified cleaning company will provide all cleanup for spills. (See Appendix B-2 for current options)

All contaminated work surfaces will be decontaminated immediately after the completion of procedures or as soon as feasible after any spill of blood or other potentially infectious material, as well as the end of the work shift if the surface may have become contaminated since the last cleaning.

All bins, pails, cans and similar receptacles shall be inspected weekly by the Building Maintenance Staff. If found to be contaminated, a professional certified cleaning company will be contacted to provide cleanup for spills. (See Appendix B-2 for current options)

Any broken glassware which may be contaminated will not be picked up directly with the hands.

Reusable sharps that are contaminated with blood or other potentially infectious materials shall not be stored or processed in a manner that requires employees to reach by hand into containers where these sharps have been placed.

## **10. REGULATED WASTE DISPOSAL**

### **Disposable Sharps**

Contaminated sharps shall be discarded immediately or as soon as feasible in containers that are close-able, puncture resistant, leak proof on sides and bottom and labeled or color coded.

During use, containers for contaminated sharps shall be easily accessible to personnel and located as close as is feasible to the immediate area where sharps are used or can be reasonably be anticipated.

The containers shall be maintained upright throughout use and replaced routinely and not allowed to overfill. When moving containers of contaminated sharps from the area of use, the containers shall be closed immediately prior to removal or replacement to prevent spillage or protrusion of contents during handling, storage, transport, or shipping.

The container shall be placed in a secondary container if leakage of the primary container is possible. The second container shall be close-able, constructed to contain all contents and prevent leakage during handling, storage and transport, or shipping. The second container shall be labeled or color coded to identify its contents.

Reusable containers shall not be opened, emptied, or cleaned manually or in any other manner which would expose employees to the risk of percutaneous injury.

### **Other Regulated Waste**

Other regulated waste shall be placed in containers which are close-able and constructed to contain all contents and prevent leakage of fluids during handling, storage, transportation or shipping.

The waste must be labeled or color coded. The universal bio-hazard symbol shall be used. The label shall be florescent orange or orange-red. Red bags or containers may be substituted for labels. The waste shall be closed prior to removal to prevent spillage or protrusion of contents during handling, storage, transport, or shipping.

NOTE: Disposal of all regulated waste shall be in accordance with applicable Federal, State, and Local regulations.

## **11. LAUNDRY PROCEDURES**

Laundry contaminated with blood or other potentially infectious materials will be handled as little as possible. Such laundry will be placed in an appropriately marked (bio-hazard labeled or

color coded red) bags at the location where it was used. Such laundry will not be sorted or rinsed in the area of use.

If laundry is contaminated to a degree that it cannot safely be decontaminated, it should be properly labeled. A representative of Heber City Police Department should be contacted for proper disposal. Reimbursement of any personal items that are destroyed will be determined by the department head.

**Please note:** If your facility ships contaminated laundry off-site to a second facility which does not utilize Universal Precautions in the handling of all laundry, contaminated laundry must be placed in bags or containers which are labeled or color-coded. All contaminated clothing should be laundered at the above specified site prior to being shipped to the secondary facility, i.e.; dry cleaning or cleaning at employees' personal residences.

## **12. HEPATITIS B VACCINE AND POST-EXPOSURE EVALUATION AND FOLLOW-UP**

### **General**

The Heber City Corporation shall make available the Hepatitis B vaccination series to all employees who have occupation exposures and post exposure follow-up to employees who have had an exposure incident.

The Office of Personnel shall ensure that all medical evaluation and procedures including the Hepatitis B vaccination series and post exposure follow-up including prophylaxis are:

- A) Made available at no cost to the employee;
- B) Made available to the employee at a reasonable time and place;
- C) Performed by or under the supervision of a licensed physician or by or under the supervision of another licensed healthcare professional; and
- D) Provided according to the recommendation of the U.S. Public Health Service.

All laboratory tests shall be conducted by an accredited laboratory at no cost to the employee.

### **Hepatitis B Vaccination**

The Office of Personnel is in charge of the Hepatitis B vaccination program. We contract with Wasatch County Health Department to provide this service.

Hepatitis B vaccination shall be made available after the employee has received the training in occupational exposure (see information and training) and within 10 working days of initial assignment to all employees who have occupational exposure unless the employee has

previously received the complete Hepatitis B vaccination series, antibody testing has revealed that the employee is immune, or the vaccine is contraindicated for medical reasons.

Participation in a pre-screening program shall not be prerequisite for receiving the Hepatitis B vaccination.

If the employee initially declines the Hepatitis B vaccination but at a later date while still covered under the standard decides to accept the vaccination, the vaccination shall then be made available.

All employees who decline the Hepatitis B vaccination offered shall sign the OSHA required waiver indicating their refusal. (See Appendix B-1)

If a routine booster of Hepatitis B is recommended by the U.S. Public Health Service at a future date, such booster shall be made available.

### **Post Exposure Evaluation and Follow-up**

All exposure incidents shall be reported, investigated, and documented. When the employee incurs an exposure incident, it shall be reported to the immediate supervisor and the Office of Personnel.

Following a report of an exposure incident, the exposed employee shall immediately receive a confidential medical evaluation and follow-up, including at least the following elements:

- A) Documentation of the route of exposure and the circumstances under which the exposure incident occurred;
- B) Identification and documentation of the source individual, unless it can be established that identification is infeasible or prohibited by state or local law.
- C) The source individual's blood shall be tested as soon as feasible after consent is obtained in order to determine HBV and HIV infectivity. If consent is not obtained the City Attorney shall establish that legally required consent cannot be obtained. When the source individual's consent is not required by law, the source individual's blood, if available, shall be tested and the results documented.  
*For involuntary testing of the source individual, see 78-29-102 in Utah Criminal Code.*
- D) When the source individual is already known to be infected with HBV or HIV, testing for the source individual's known HBV or HIV status need not be repeated.
- E) Results of the source individual's testing shall be made available to the exposed employee, and the employee shall be informed of applicable laws and regulations concerning disclosure of the identity and infectious status of the source individual.

Collection and testing of blood for HBV and HIV serological status will comply with the

following:

- A) The exposed employee's blood shall be collected as soon as feasible and tested after consent is obtained;
- B) The employee will be offered the option of having his/her blood collected for testing of the employee's HIV/HBV serological status. The blood sample will be preserved for up to 90 days to allow the employee to decide if the blood should be tested for HIV serological status.

All employees who incur an exposure incident will be offered post-exposure evaluation and follow-up in accordance with the OSHA standard. All post-exposure follow-up will be performed by any hospital or medical clinic most accessible to the employee.

Information Provided to the Healthcare Professional (*Post Exposure Follow-Up Procedure*)

The Office of Personnel shall ensure that the healthcare professional responsible for the employee's Hepatitis B vaccination is provided with the following:

- A) A statement that the employee has been informed of the results of the evaluation;
- B) A statement that the employee has been told about any medical conditions resulting from exposure to blood or other potentially infectious materials which require further evaluation or treatment.

NOTE: All other finds or diagnosis shall remain confidential and shall not be included in the written report.

### **13. LABELS AND SIGNS**

The individual packaging contaminated material shall ensure that bio-hazard labels shall be affixed to containers of regulated waste, refrigerators and freezers containing blood or other potentially infectious materials.

The universal bio-hazard symbol shall be used. The label shall be florescent orange or orange-red.

Red bags or containers may be substituted for labels. At Heber City Corporation the bio-hazard symbol, red bags or containers are acceptable labeling procedures.

### **14. INFORMATION AND TRAINING**

The Office of Personnel shall ensure that training is provided at the time of initial assignment to tasks where occupational exposure may occur, and that it shall be repeated within twelve months of the previous training. Training shall be tailored to the education and language level of the

employees, and offered during the normal work shift. The training will be interactive and cover the following:

- A) A copy of the standard and an explanation of its contents;
- B) A discussion of the epidemiology and symptoms of blood borne diseases;
- C) An explanation of the modes of transmission of blood borne pathogens;
- D) An explanation of the Heber City Corporation Blood Borne Pathogen Exposure Control Plan, and a method for obtaining a copy.
- E) A recognition of tasks that may involve exposure.
- F) An explanation of the use and limitations of the methods to reduce exposure, for example engineering controls, work practices and personal protective equipment (PPE).
- G) Information on the types, use, location, removal, handling, decontamination, and disposal of the PPEs.
- H) An explanation of the basis of selection of PPEs
- I) Information on the Hepatitis B vaccination, including efficacy, safety, method of administration, benefits, and that it will be provided free of charge.
- J) Information on the appropriate actions to take and persons to contact in an emergency involving blood or other potentially infectious materials.
- K) An explanation of the procedures to follow if an exposure incident occurs, including the method of reporting and medical follow-up.
- L) Information of the evaluation and follow-up required after an employee exposure incident.
- M) An explanation of the signs, labels, and color coding systems.

The person conducting this training shall be knowledgeable and must possess a current certification by a reputable source in the subject matter.

Employees who have received training on blood borne pathogens in the twelve months preceding the effective date of this policy shall only receive training in the provisions of the policy that were not covered.

Additional training shall be provided to employees when there are any changes of tasks or procedures affecting the employee's occupational exposure.

## **15. RECORD KEEPING**

### **Medical Records**

The Office of Personnel is responsible for maintaining medical records as indicated below. These records will be kept in the Office of Personnel.

Additional records will be kept at the Wasatch County Health Department in regards to vaccinations. Other medical records will be kept at above listed care facilities when post-exposure testing is provided.

Medical records shall be maintained in accordance with OSHA Standard 29CFR 1910.20. These records shall be kept confidential, and must be maintained for at least the duration of employment plus 30 years. The records shall include the following:

- A) The name and social security number of the employee.
- B) A copy of the employee's HBV vaccination status, including the dates of vaccination.
- C) A copy of all results of examinations, medical testing, and follow-up procedures.
- D) A copy of the information provided to the healthcare professional, including a description of the employee's duties as they relate to the exposure incident, documentation of the routes of exposure and circumstances of the exposure.

### **Training Records**

The Office of Personnel is responsible for maintaining the following training records. These records will be kept at the Office of Personnel.

Training records shall be maintained for three years from the date of training. The following information shall be documented:

- A) The dates of the training sessions;
- B) An outline describing the material presented;
- C) The names and qualifications of persons conducting the training;
- D) The names and job titles of all persons attending the training sessions.

### **Availability**

All employee records shall be made available to the employee in accordance with 29 CFR 1910.20.

All employee records shall be made available to the Assistant Secretary of Labor for the Occupation Safety and Health Administration and the Director of the National Institute for Occupational Safety and Health upon request.

**Transfer of Records**

If the Heber City Corporation is closed or there is no successor employer to receive and retain the records for the prescribed period, the Director of NIOSHA shall be contacted for final disposition.

**16. EVALUATION AND REVIEW**

The Office of Personnel or its designee is responsible for annually reviewing this program, its effectiveness and for updating the program as needed.

**17. DATES**

All provisions required by this standard were implemented by Heber City Corporation prior to July 30, 1992.

**APPENDIX B-1  
HEBER CITY CORPORATION  
HEPATITIS B VACCINE WAIVER**

This is to certify that on this date I have received materials regarding infectious diseases HIV and Hepatitis B and have been provided with employee training regarding this information.

I understand that due to my occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring Hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with Hepatitis B vaccine at no charge to myself. However, I decline Hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring Hepatitis B, a serious disease. If, in the future I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with Hepatitis B vaccine, I can receive the vaccination series at no charge to me.

I certify that I have read the above waiver and understand the waiver, and that in signing it I am signing away any right of claim for damages sustained to me in the event of exposure to Hepatitis B virus (HBV) outside my place of employment and subsequent acquisition of HBV.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Employee Name  
*Please print*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

## **APPENDIX B-2**

### **CRIME SCENE CLEANERS**

At the writing of this document, the only professional, certified cleaning company available in the area is Crime Scene Cleaners. Crime Scene Cleaners is a national organization that specializes in the cleanup of all types of trauma, distressed property, and biohazard scenes in communities across the United States. In order to contact Crime Scene Cleaners for 24 hours service call 1-800-357-6731. Their website can be found at [www.crimescencleaners.com](http://www.crimescencleaners.com).

In the even that additional cleanup services become available, this document will be re-evaluated.

### **APPENDIX B-3**

#### **BLOOD SPILL CLEAN UP**

In the event that a workspace is grossly contaminated with blood or other potentially infectious materials, the Heber City Corporation employees shall not attempt to clean the spill. Instead, entry to the contaminated area shall be restricted and a professional, certified cleaning company will be contacted. (See Appendix B-2)