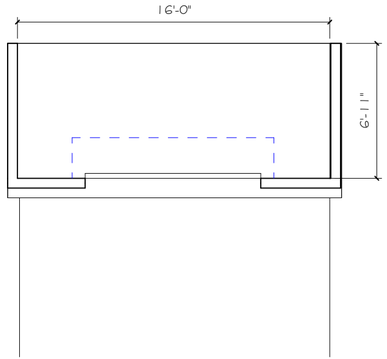
service trades: culinary arts + artisan baking

b. labs and support storage

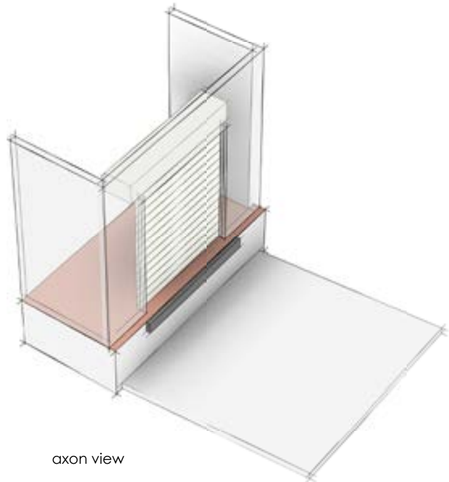
b.1.13 receiving area

space summary	
purpose	area for shipments to be dropped off
function	designated area to unload shipments
occupancy	--
access	staff and students
adjacency	
relationships	culinary arts
connection	direct connection to commercial kitchen
environment	
walls	painted gypsum board
floor	concrete with resilient base
ceiling type	lay-in acoustic tile
ceiling height	exposed
windows	n/a
doors	metal
acoustical/sound	stc 50-55/ nc 40-45
other	
furniture + equipment	--

mechanical	summer	winter
temperature	75°f	72°f
setpoint adjust	no	no
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	n/a cfm/person	
ventilation, ra	0.12 cfm/sf	
pressurization	positive	
exhaust	n/a	
plumbing	n/a	
fire protection	yes - per nfpa	
electrical		
power	power to overhead door, duplex outlet @ 12' o.c. along walls	
phone/data	wireless	
audio/video	none	
security	general building security	
lighting		
lighting level	30 fc	
lighting control	dual-tech vacancy sensors, manual on/off	
fixture type	led, strip fixtures	



plan view

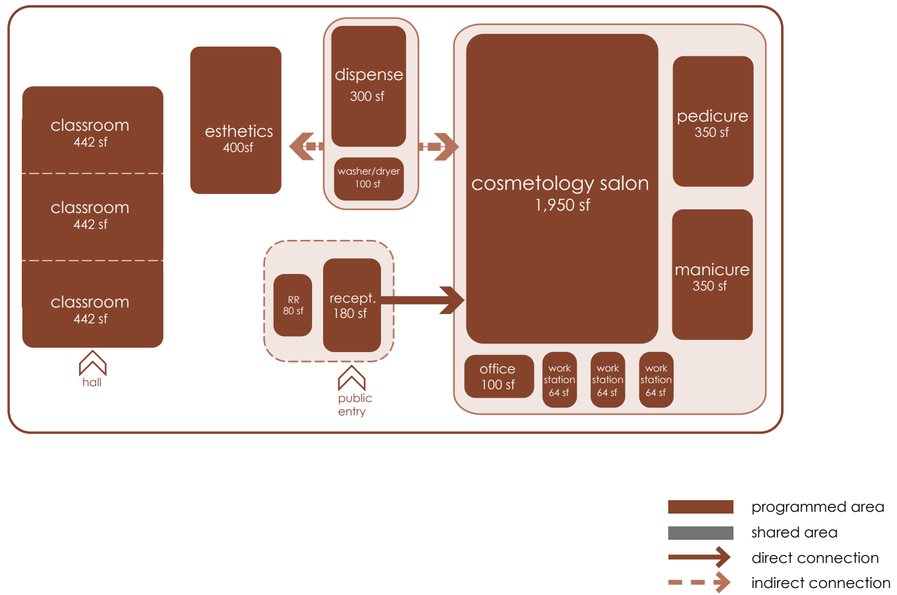


axon view

b.1.13 receiving area (100 sf)

service trades: cosmetology

cosmetology						
space	**space name**	**occ.**	**sf/occ.**	**size (sf)**	**quantity**	**total nsf**
a.	classrooms					
a.2	cosmetology	12	34	442	3	1,326
b.	labs and support storage					
b.2.1	cosmetology - reception			180	1	180
b.2.2	cosmetology - salon			1,950	1	1,950
b.2.3	cosmetology- pedicure			350	1	350
b.2.4	cosmetology - manicure			350	1	350
b.2.5	cosmetology - esthetics			400	1	400
b.2.6	cosmetology- dispense			300	1	300
b.2.7	cosmetology washer | dryer			100	1	100
b.2.7	cosmetology-single use restroom			80	1	80
b.2.8	private office			100	1	100
c.	offices-workstations-touchdowns-office support					
c.1	cosmetlolgy workstation			64	3	192
				department total:		**5,328 sf**



service trades: cosmetology

a. classroom

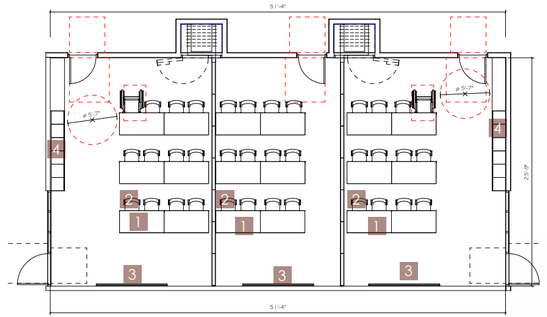
a.2 cosmetology - classroom

space summary	
purpose	flat floored classroom with flexible seating
function	lecture/instruction
occupancy	39 people
access	staff and students
adjacency	
relationships	salon, cosmetology
connection	direct connection to department labs
environment	
walls	painted gypsum board
floor	carpet with rubber base
ceiling type	lay-in acoustic tile
ceiling height	10' min. aff
windows	storefront glazing
doors	storefront door with vision glazing
acoustical/sound	stc 50 / nc 30-35
other	
furniture + equipment	flexible tables and (36) chairs (2) partitions to divide space into 3 white boards

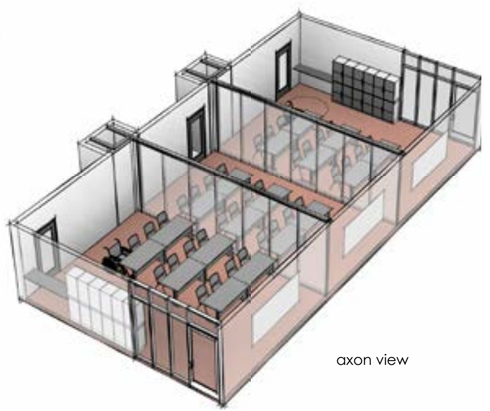
mechanical	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	10 cfm/person	
ventilation, ra	0.12 cfm/sf	
pressurization	positive	
exhaust	n/a	
plumbing	n/a	
fire protection	yes - per nfpa	

electrical	
power	power @ student stations, quad @ teacher station, duplexes @ 10 ft o.c.
	power for partition walls
phone/data	hardwired + wireless
audio/video	projector and screen with speakers
security	general building security

lighting	
lighting level	40 fc
lighting control	dual-tech vacancy sensor, manual on/off with dimming and presets for scene control and space partitioning
fixture type	led, indirect or direct



plan view



axon view

furniture/equipment

1. mobile desks
2. stacking chairs
3. dry erase board
4. student storage/lockers

a.2 cosmetology - classroom (1,326 sf)

service trades: cosmetology

b. labs and support storage

b.2.1 cosmetology - reception

space summary

purpose	check-in area
function	workstation with cabinets and waiting area
occupancy	6
access	staff and students

adjacency

relationships	cosmetology
connection	direct connection to salon

environment

walls	painted gypsum board and accent wall
floor	resilient floor with resilient base
ceiling type	painted gypsum board
ceiling height	10' min. aff
windows	n/a
doors	n/a
acoustical/sound	stc 50 / nc 30-35
other	

furniture + equipment

(1) custom desk
(2) task chairs
(4) waiting chairs

mechanical

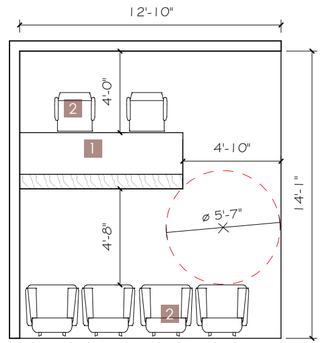
	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	5 cfm/person	
ventilation, ra	0.06 cfm/sf	
pressurization	positive	
exhaust	n/a	
plumbing	n/a	
fire protection	yes - per nfpa	

electrical

power	power for reception desk, duplex outlets @ 10 ft o.c.
phone/data	hardwired + wireless
audio/video	none
security	general building security

lighting

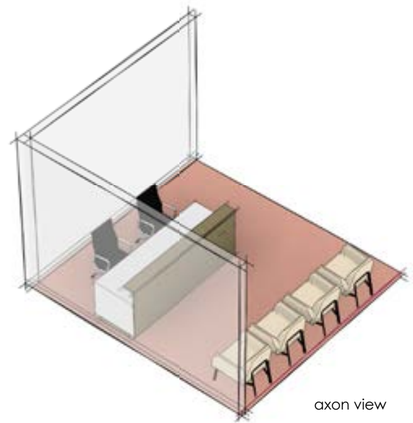
lighting level	30 fc
lighting control	dual-tech vacancy sensors, manual on/off with dimming
fixture type	led, indirect or direct



plan view

furniture/equipment

1 reception desk
2 chair



axon view

b.2.1 cosmetology - reception (180 sf)

service trades: cosmetology

b. labs and support storage

b.2.2 cosmetology - salon

space summary

purpose	training and teaching room
function	practical experience training with hands-on learning equipment
occupancy	--
access	staff and students

adjacency

relationships	cosmetology
connection	direct connection to reception area, window into dispense

environment

walls	painted gypsum board
floor	resilient floor with resilient base
ceiling type	painted gypsum board
ceiling height	10' min. aff
windows	storefront glazing - insulated
doors	storefront door with vision glazing
acoustical/sound	stc 50 / nc 40-45
other	

furniture + equipment

(20) salon chairs with sinks
(6) hair washing stations
cabinets for storage

mechanical

	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	20 cfm/person	
ventilation, ra	0.12 cfm/sf	
pressurization	negative	
exhaust	0.6 cfm/sf exhaust plus source capture equipment	
plumbing	water and drain to each sink	
fire protection	yes - per nfpa	

electrical

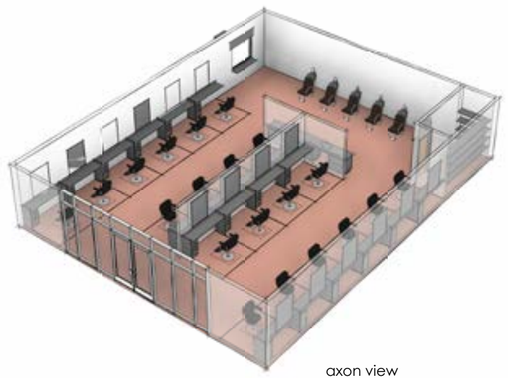
power	gfci 4-plex outlet for each station, duplex outlets @ 10ft o.c.
phone/data	wireless
audio/video	none
security	general building security

lighting

lighting level	50 fc
lighting control	dual-tech vacancy sensors, manual on/off
fixture type	led, indirect or direct



plan view



axon view

furniture/equipment

1. equipment storage
2. salon chair
3. hair washing sink
4. sink
5. salon workstation with mirror
6. service counter (dispense)

b.2.2 cosmetology - salon (1,950 sf)

service trades: cosmetology

b. labs and support storage

b.2.3 cosmetology - pedicure

space summary

purpose	training and teaching room
function	practical experience training with hands-on learning equipment
occupancy	--
access	staff and students

adjacency

relationships	cosmetology, salon
connection	direct connection to salon

environment

walls	painted gypsum board
floor	resilient floor with resilient base
ceiling type	painted gypsum board
ceiling height	10' min. aff
windows	storefront glazing - insulated
doors	storefront door with vision glazing
acoustical/sound	stc 50 / nc 35-40
other	

furniture + equipment

(6) pedicure chairs
cabinets for storage

mechanical

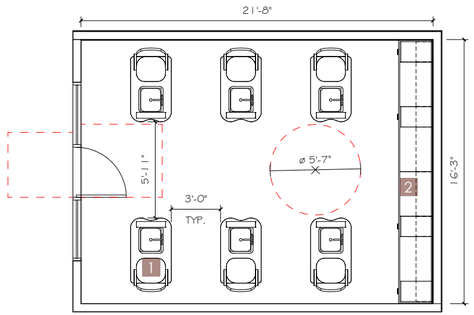
	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	20 cfm/person	
ventilation, ra	0.12 cfm/sf	
pressurization	negative	
exhaust	0.6 cfm/sf exhaust plus source capture equipment	
plumbing	water and drain to each sink	
fire protection	yes - per nfpa	

electrical

power	power to support equipment, duplex outlets @ 10 ft o.c. along walls
phone/data	wireless
audio/video	none
security	general building security

lighting

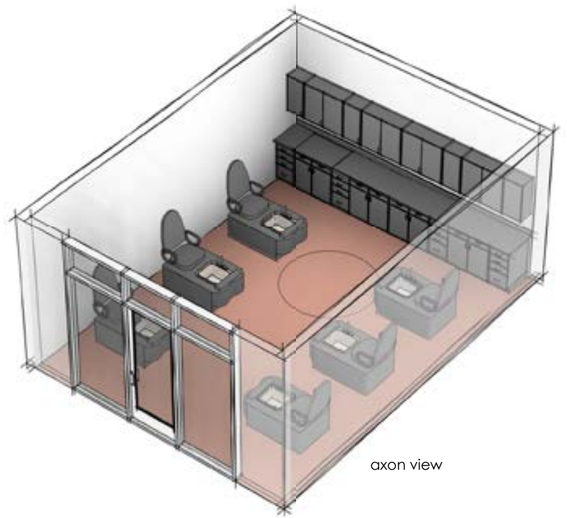
lighting level	50 fc
lighting control	dual-tech vacancy sensors, manual on/off
fixture type	led, indirect or direct



plan view

furniture/equipment

1. pedicure station
2. upper/base storage cabinets



axon view

b.2.3 cosmetology - pedicure (350 sf)

service trades: cosmetology

b. labs and support storage

b.2.4 cosmetology - manicure

space summary

purpose	training and teaching room
function	practical experience training with hands-on learning equipment
occupancy	--
access	staff and students

adjacency

relationships	cosmetology, salon
connection	direct connection to salon

environment

walls	painted gypsum board
floor	resilient floor with resilient base
ceiling type	painted gypsum board
ceiling height	10' min. aff
windows	storefront glazing - insulated
doors	storefront door with vision glazing
acoustical/sound	stc 50 / nc 30-35
other	

furniture + equipment

(10) manicure stations
cabinets for storage

mechanical

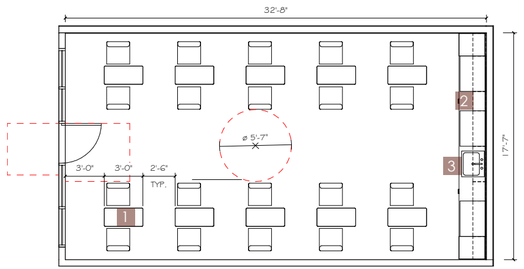
	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	20 cfm/person	
ventilation, ra	0.12 cfm/sf	
pressurization	negative	
exhaust	0.6 cfm/sf exhaust plus source capture equipment	
plumbing	water and drain to each sink	
fire protection	yes - per nfpa	

electrical

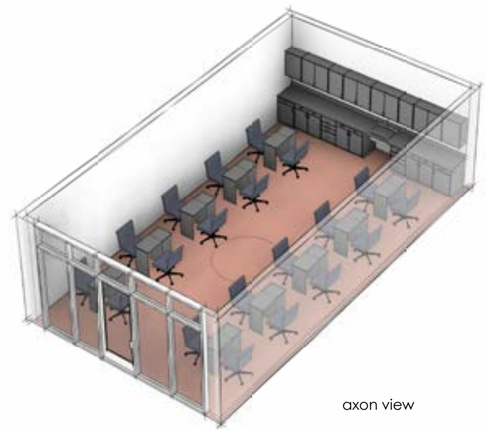
power	power to support equipment, duplex outlets @ 10 ft o.c. along walls
phone/data	wireless
audio/video	none
security	general building security

lighting

lighting level	50 fc
lighting control	dual-tech vacancy sensors, manual on/off
fixture type	led, indirect or direct



plan view



axon view

furniture/equipment

1. manicure station
2. upper/base storage cabinets
3. wash sink

b.2.4 cosmetology - manicure (350 sf)

service trades: cosmetology

b. labs and support storage

b.2.5 cosmetology - esthetics

space summary

purpose	training and teaching room
function	practical experience training with hands-on learning equipment
occupancy	--
access	staff and students

adjacency

relationships	cosmetology, dispense
connection	indirect connection to dispense area

environment

walls	painted gypsum board
floor	resilient floor with resilient base
ceiling type	painted gypsum board
ceiling height	10' min. aff
windows	storefront glazing - insulated
doors	storefront door with vision glazing
acoustical/sound	stc 50 / nc 30-35
other	

furniture + equipment

(8) individual booths with bed

mechanical

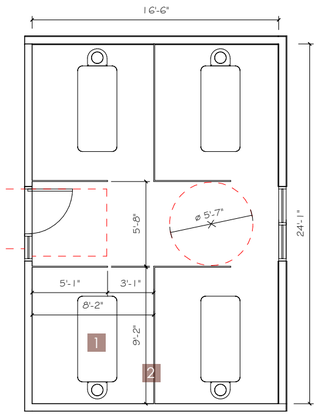
	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	20 cfm/person	
ventilation, ra	0.12 cfm/sf	
pressurization	negative	
exhaust	0.6 cfm/sf exhaust	
plumbing	n/a	
fire protection	yes - per nfpa	

electrical

power	duplex outlets @ 10 ft o.c. along walls and counters
phone/data	wireless
audio/video	none
security	general building security

lighting

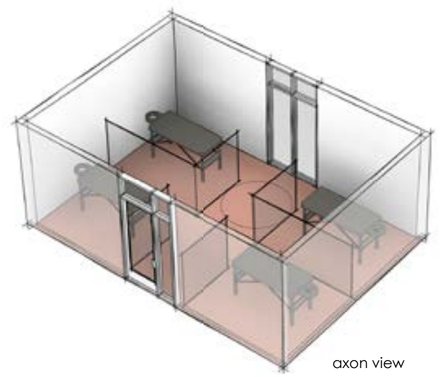
lighting level	50 fc, 90+ cri
lighting control	dual-tech vacancy sensors, manual on/off
fixture type	led, indirect or direct



plan view

furniture/equipment

1. facial/massage table
2. half-height privacy divider



axon view

01 summary
02 site
03 building
04 space
05 room data
06 appendix

b.2.5 cosmetology - esthetics (400 sf)

service trades: cosmetology

b. labs and support storage

b.2.6 cosmetology - dispense laundry

space summary

purpose	storage and laundry space
function	product dispensery and laundry area
occupancy	--
access	staff and students

adjacency

relationships	salon, esthetics, cosmetology
connection	direct connection to department lab.

environment

walls	painted gypsum board
floor	resilient floor with resilient base
ceiling type	lay-in acoustic tile
ceiling height	10' min. aff
windows	n/a
doors	metal
acoustical/sound	stc 50-55 / nc 35-40
other	

furniture + equipment

(2) washers and dryers
open shelving
cabinets

mechanical

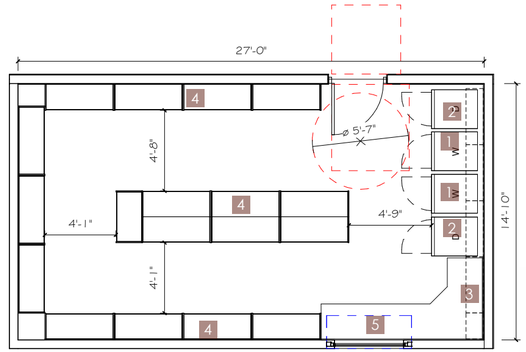
	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	n/a cfm/person	
ventilation, ra	dryer make-up air	
pressurization	negative	
exhaust	dryers plus general	
plumbing	washers and utility sink	
fire protection	yes - per nfpa	

electrical

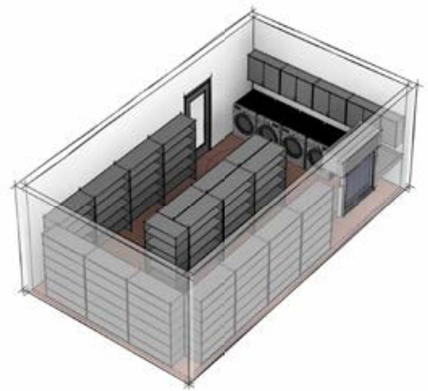
power	power to support equipment, duplex outlets @ 10 ft o.c. on non-equipment walls
phone/data	wireless
audio/video	none
security	general building security

lighting

lighting level	30 fc
lighting control	dual-tech vacancy sensors, manual on/off
fixture type	led, direct



plan view



axon view

furniture/equipment

1. washer (residential size, commercial grade)
2. dryer (residential size, commercial grade)
3. upper cabinets
4. product/material storage
5. service counter

b.2.6 cosmetology - dispense + laundry (400 sf)

service trades: cosmetology

b. labs and support storage

b.2.7 cosmetology - single use restroom

space summary

purpose	ada restroom
function	cosmetology restroom
occupancy	1
access	staff and students

adjacency

relationships	cosmetology
connection	direct connection to reception area

environment

walls	painted gypsum board and tile
floor	porcelain tile with cove base
ceiling type	painted gypsum board
ceiling height	10' min. aff
windows	n/a
doors	metal
acoustical/sound	stc 50 / nc 35-40
other	

furniture + equipment

(1) ada toilet with grab bars
(1) ada lavatory

mechanical

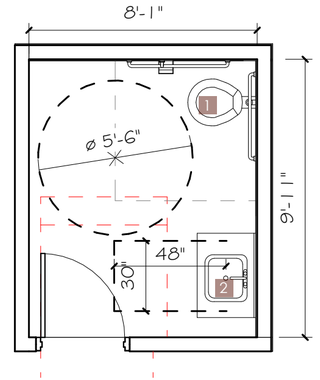
	summer	winter
temperature	75°f	72°f
setpoint adjust	no	no
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	n/a cfm/person	
ventilation, ra	n/a	
pressurization	negative	
exhaust	70 cfm	
plumbing	water closet, lavatory	
fire protection	yes - per nfpa	

electrical

power	gfci duplex outlet at vanity and adjacent to door
phone/data	wireless
audio/video	none
security	general building security

lighting

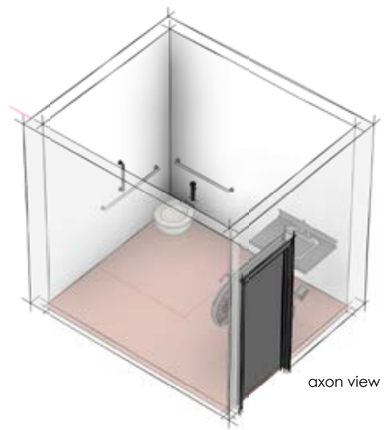
lighting level	30 fc
lighting control	dual-tech vacancy sensors, manual on/off
fixture type	led, direct



plan view

furniture/equipment

1 toilet
2 sink/vanity



axon view

b.2.7 cosmetology - single use restroom (80 sf)

service trades: cosmetology

b. labs and support storage

b.2.8 cosmetology - private office

space summary

purpose	office space
function	private office for program coordinator to work and meet with students
occupancy	3
access	staff and students

adjacency

relationships	cosmetology, salon
connection	direct connection to salon

environment

walls	painted gypsum board
floor	carpet with rubber base
ceiling type	lay-in acoustic tile
ceiling height	10' min. aff
windows	storefront glazing
doors	storefront door with vision glazing
acoustical/sound	stc 50 / nc 30-35
other	

furniture + equipment

(1) desk
(1) task chair
(2) guest chairs
(1) computer

mechanical

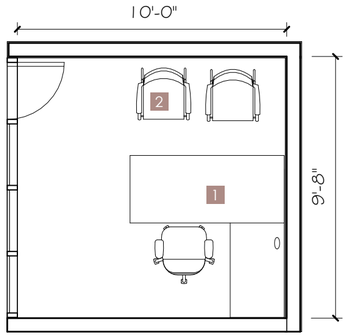
	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	5 cfm/person	
ventilation, ra	0.06 cfm/sf	
pressurization	positive	
exhaust	n/a	
plumbing	n/a	
fire protection	yes - per nfpa	

electrical

power	power @ workstation, duplex @ 10 ft o.c.
phone/data	hard wired +wireless
audio/video	none
security	general building security

lighting

lighting level	30 fc
lighting control	dual-tech vacancy sensors, manual on/off with dimming
fixture type	led, indirect or direct



plan view



axon view

furniture/equipment

1 desk/workstation
2 chair

b.2.8 cosmetology - private office (100 sf)

service trades: cosmetology

c. offices - workstations - touchdowns - office support

c.1 cosmetology workstation

space summary	
purpose	open work area
function	touch-down spot for culinary arts
occupancy	1
access	staff and students

adjacency	
relationships	cosmetology, salon
connection	direct connection to salon

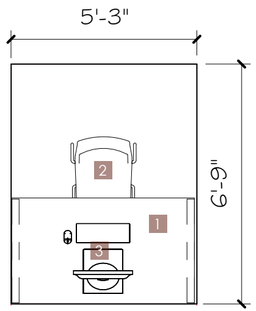
environment	
walls	painted gypsum board
floor	resilient floor with resilient base
ceiling type	lay-in acoustic tile
ceiling height	10' min. aff
windows	n/a
doors	n/a
acoustical/sound	stc n/a
other	

furniture + equipment	
	(20) tables with power connections
	(40) task chairs
	sliding white boards

mechanical	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	10 cfm/person	
ventilation, ra	0.12 cfm/sf	
pressurization	positive	
exhaust	n/a	
plumbing	n/a	
fire protection	yes - per nfpa	

electrical	
power	power @ work station
phone/data	hardwired @ work station
audio/video	none
security	general building security

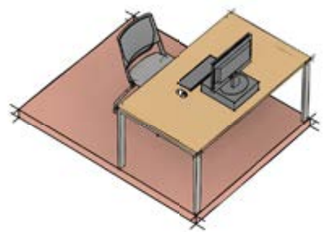
lighting	
lighting level	n/a
lighting control	n/a
fixture type	n/a



plan view

furniture/equipment

1. bench top workstation
2. chair
3. computer

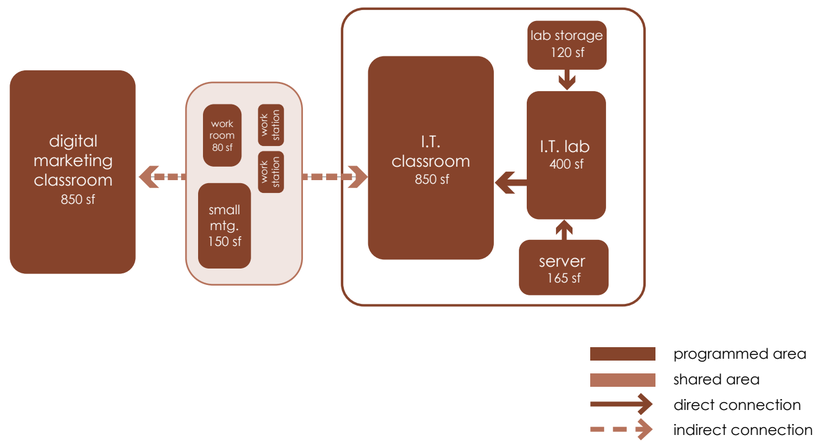


axon view

c.1 cosmetology workstation (64 sf)

technology: digital marketing and analytics

digital marketing and analytics						
space	**space name**	**occ.**	**sf/occ.**	**size (sf)**	**quantity**	**total nsf**
a.	classrooms					
a.1	it classroom	25	34	850	1	850
a.2	digital marketing classroom	25	34	850	1	850
b.	labs and support storage					
b.1.	it lab			400	1	400
b.2.	it server room			165	1	165
b.3	it lab storage			120	1	120
c.	offices-workstations-touchdowns-office support					
c.1	it	1	36	36	1	36
c.2	marketing	1	36	36	1	36
c.3	workroom and supplies			80	1	80
c.4	small meeting room	6	25	150	1	150
					net sf total	**2,687 sf**



technology

a. classroom

a.1 IT classroom

space summary	
purpose	flat floored classroom with flexible seating
function	lecture/instruction
occupancy	25 people
access	staff and students

adjacency	
relationships	technology, IT lab
connection	direct connection to IT lab.

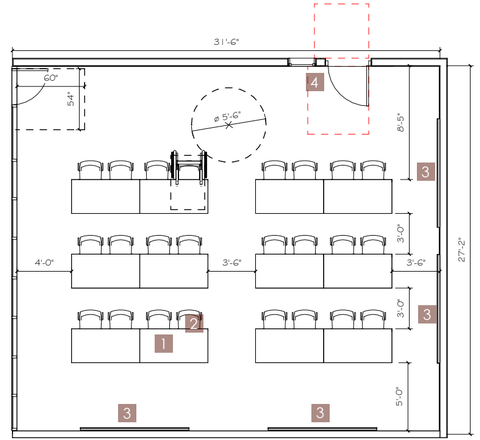
environment	
walls	painted gypsum board
floor	carpet with rubber base
ceiling type	lay-in acoustic tile
ceiling height	10' min. aff
windows	storefront glazing
doors	storefront door with vision glazing
acoustical/sound	stc 50 / nc 30-35
other	

furniture + equipment	
	flexible desks and (24) chairs
	laptop cart
	white boards

mechanical	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	10 cfm/person	
ventilation, ra	0.12 cfm/sf	
pressurization	positive	
exhaust	n/a	
plumbing	n/a	
fire protection	yes - per nfpa	

electrical	
power	power @ student stations, quad @ teacher station, duplexes @ 10 ft o.c.
phone/data	hardwired + wireless
audio/video	projector and screen with speakers
security	general building security

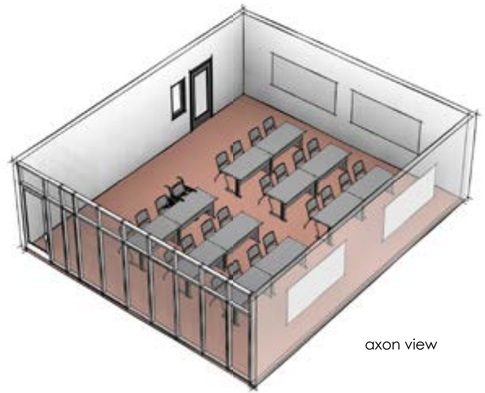
lighting	
lighting level	40 fc
lighting control	dual-tech vacancy sensor, manual on/off with dimming and presets for scene control
fixture type	led, indirect or direct



plan view

furniture/equipment

1. mobile desks
2. stacking chairs
3. dry erase board
4. connection to lab



axon view

a.1 IT classroom (850 sf)

technology

a. classroom

a.2 digital marketing classroom

space summary	
purpose	flat floored classroom with flexible seating
function	lecture/instruction
occupancy	25 people
access	staff and students

adjacency	
relationships	technology
connection	indirect connection to technology

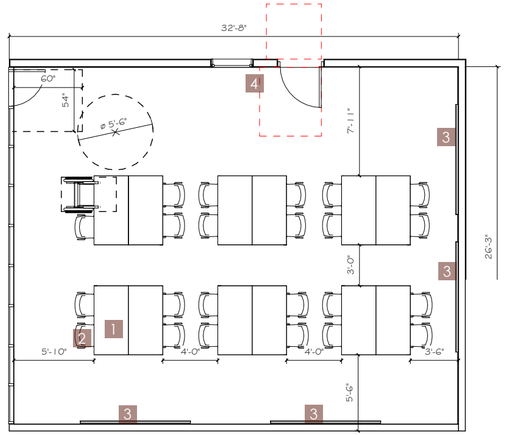
environment	
walls	painted gypsum board
floor	carpet with rubber base
ceiling type	lay-in acoustic tile
ceiling height	10' min. aff
windows	storefront glazing
doors	storefront door with vision glazing
acoustical/sound	stc 50 / nc 30-35
other	

furniture + equipment	
	flexible desks and (24) chairs
	laptop cart
	white boards

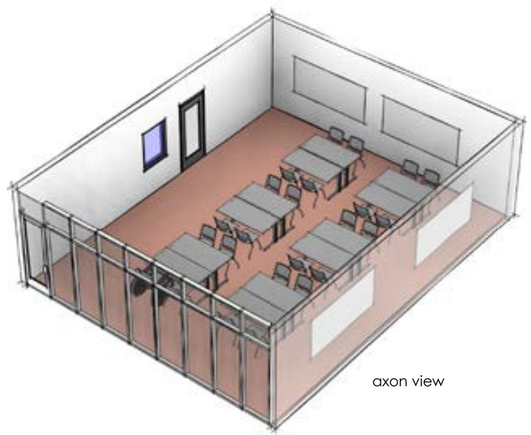
mechanical	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	10 cfm/person	
ventilation, ra	0.12 cfm/sf	
pressurization	positive	
exhaust	n/a	
plumbing	n/a	
fire protection	yes - per nfpa	

electrical	
power	power @ student stations, quad @ teacher station, duplexes @ 10 ft o.c.
phone/data	hardwired + wireless
audio/video	projector and screen with speakers
security	general building security

lighting	
lighting level	40 fc
lighting control	dual-tech vacancy sensor, manual on/off with dimming and presets for scene control
fixture type	led, indirect or direct



plan view



axon view

furniture/equipment

1. mobile desks
2. stacking chairs
3. dry erase board
4. connection to lab

a.2 digital marketing classroom (850 sf)

technology

b. labs and support storage

b.1.1 IT lab

space summary	
purpose	training and teaching room
function	practical experience training with hands-on learning equipment
occupancy	--
access	staff and students

adjacency	
relationships	technology, IT classroom
connection	direct connection to IT classroom

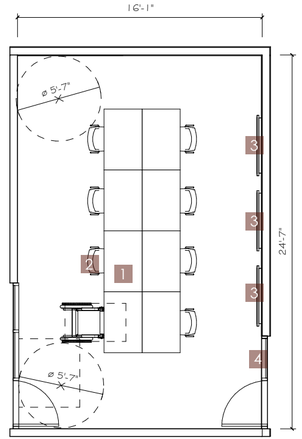
environment	
walls	painted gypsum board
floor	carpet with rubber base
ceiling type	lay-in acoustic tile
ceiling height	10' min. aff
windows	n/a
doors	metal
acoustical/sound	stc 50 / nc 30-35
other	

furniture + equipment	
	(16) desks and task chair
	(32) computer screens
	(16) computers and keyboards

mechanical	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	10 cfm/person	
ventilation, ra	0.12 cfm/sf	
pressurization	positive	
exhaust	n/a	
plumbing	n/a	
fire protection	yes - per nfpa	

electrical	
power	power@ work station, duplex @ 10 ft o.c.
phone/data	hardwired + wireless
audio/video	none
security	general building security

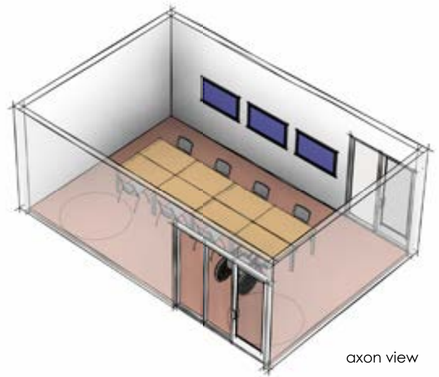
lighting	
lighting level	30-50 fc
lighting control	dual-tech vacancy sensor, manual on/off with dimming
fixture type	led, indirect or direct



plan view

furniture/equipment

1. workstation (fits 2 screens)
2. chair
3. monitor
4. window to server rm



axon view

b.1 IT lab (400 sf)

technology

b. labs and support storage

b.2.2 IT server room

space summary	
purpose	training and teaching room
function	practical experience training with hands-on learning equipment
occupancy	--
access	staff and students

adjacency	
relationships	technology, IT lab
connection	direct connection to IT lab

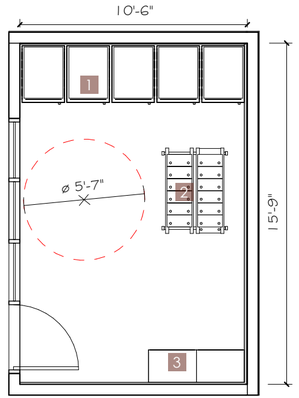
environment	
walls	painted gypsum board
floor	resilient floor with resilient base
ceiling type	lay-in acoustic tile
ceiling height	10' min. aff
windows	n/a
doors	metal
acoustical/sound	stc 60-65 / nc 50-55
other	

furniture + equipment	
	server room equipment
	tool storage

mechanical	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	n/a	n/a
dewpoint	55°f	38°f
ventilation, rp	n/a cfm/person	
ventilation, ra	0.12 cfm/sf	
pressurization	positive	
exhaust	n/a	
plumbing	n/a	
fire protection	yes - per nfpa	

electrical	
power	power for each equipment rack, (2) quad outlets on each walls, cable runway over racks
phone/data	hardwired + wireless
audio/video	none
security	general building security

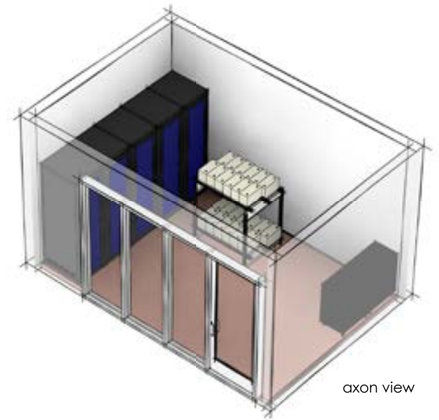
lighting	
lighting level	50 fc
lighting control	manual on/off with dimming
fixture type	led, indirect or direct



plan view

furniture/equipment

1. server cabinet
2. battery storage
3. tool storage



axon view

b.2 IT server room (165 sf)

technology

b. labs and support storage

b.3 IT lab storage

space summary	
purpose	storage
function	space for food and equipment to be stored
occupancy	--
access	staff and students

adjacency	
relationships	technology, IT lab
connection	direct connection to IT lab

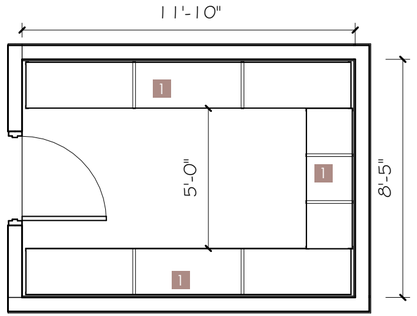
environment	
walls	painted gypsum board
floor	resilient floor with resilient base
ceiling type	painted gypsum board
ceiling height	10' min. aff
windows	n/a
doors	metal
acoustical/sound	stc 50 / nc 35-40
other	

furniture + equipment	
	open shelving

mechanical	summer	winter
temperature	75°f	72°f
setpoint adjust	no	no
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	n/a cfm/person	
ventilation, ra	n/a cfm/sf	
pressurization	negative	
exhaust	0.25 cfm/sf general exhaust	
plumbing	n/a	
fire protection	yes - per nfpa	

electrical	
power	power to support equipment
phone/data	wireless
audio/video	none
security	general building security

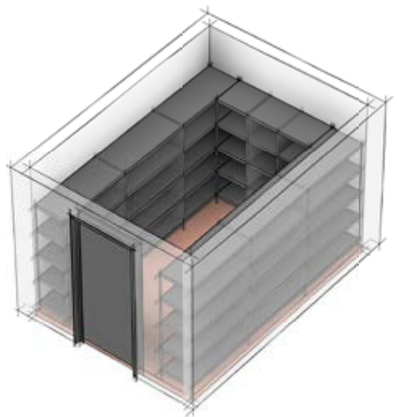
lighting	
lighting level	30 fc
lighting control	dual-tech vacancy sensor, manual on/off
fixture type	led, lensed strip light



plan view

furniture/equipment

1 storage racks/shelving



axon view

b.3 IT lab storage (120 sf)

technology

c. offices-workstations-touchdowns-office support

c.1- c.2 technology - IT workstations

space summary	
purpose	open work area
function	touch-down spot for culinary arts
occupancy	1
access	staff and students

adjacency	
relationships	technology
connection	indirect connection to technology

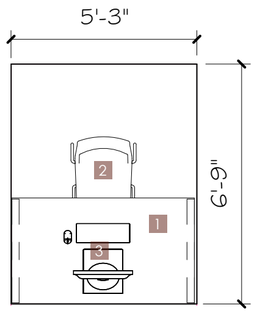
environment	
walls	painted gypsum board
floor	resilient floor with resilient base
ceiling type	lay-in acoustic tile
ceiling height	10' min. aff
windows	n/a
doors	n/a
acoustical/sound	stc n/a
other	

furniture + equipment	
	(20) tables with power connections
	(40) task chairs
	sliding white boards

mechanical	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	10 cfm/person	
ventilation, ra	0.12 cfm/sf	
pressurization	positive	
exhaust	n/a	
plumbing	n/a	
fire protection	yes - per nfpa	

electrical	
power	power @ work station
phone/data	hardwired @ work station
audio/video	none
security	general building security

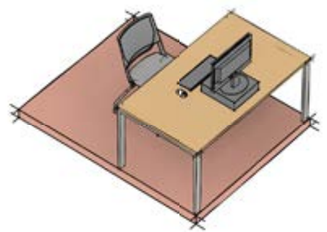
lighting	
lighting level	n/a
lighting control	n/a
fixture type	n/a



plan view

furniture/equipment

1. bench top workstation
2. chair
3. computer



axon view

01 summary
02 site
03 building
04 space
05 room data
06 appendix

c.1 - c.2 technology - it work stations (36 sf)

technology

c. offices-workstations-touchdowns-office support

c.3 workroom and supplies

space summary	
purpose	area for storage, printers, copy, and support
function	space for staff to store supplies and prep
occupancy	
access	--
	staff

adjacency	
relationships	technology
connection	indirect connection to technology

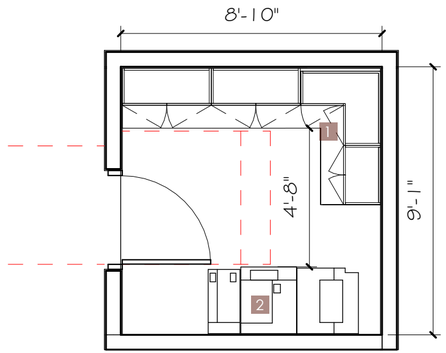
environment	
walls	painted gypsum board
floor	carpet with rubber base
ceiling type	lay-in acoustic tile
ceiling height	10' min. aff
windows	n/a
doors	metal
acoustical/sound	stc 50 / nc 30-35
other	

furniture + equipment	
	upper and lower cabinets
	(1) printer/copier

mechanical	summer	winter
temperature	75°f	72°f
setpoint adjust	no	no
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	5 cfm/person	
ventilation, ra	0.06 cfm/sf	
pressurization	negative	
exhaust	0.5 cfm/sf general exhaust	
plumbing	n/a	
fire protection	yes - per nfpa	

electrical	
power	power to support lab equipment, duplex outlets @ 10 ft o.c.
phone/data	hardwired + wireless
audio/video	none
security	general building security

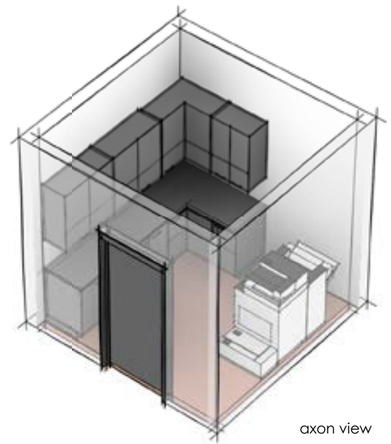
lighting	
lighting level	30-50 fc
lighting control	dual-tech vacancy sensor, manual on/off
fixture type	led, indirect or direct



plan view

furniture/equipment

1. upper/base storage cabinets
2. copy machine



axon view

technology

c. offices-workstations-touchdowns-office support

c.4 small meeting room

space summary	
purpose	enclosed area for collaboration and meetings
function	private meeting space for staff
occupancy	6
access	staff

adjacency	
relationships	technology
connection	indirect connection to technology

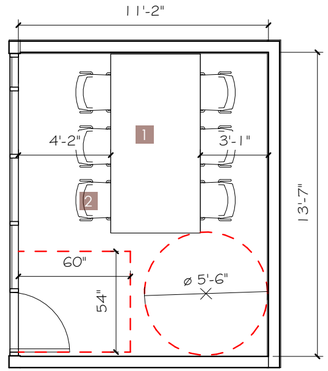
environment	
walls	painted gypsum board
floor	carpet with rubber base
ceiling type	lay-in acoustic tile
ceiling height	10' min. aff
windows	storefront glazing
doors	storefront door with vision glazing
acoustical/sound	stc 50 / nc 30-35
other	

furniture + equipment	
	(1) large conference table
	(6) chairs
	television

mechanical	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	5 cfm/person	
ventilation, ra	0.06 cfm/sf	
pressurization	positive	
exhaust	n/a	
plumbing	n/a	
fire protection	yes - per nfpa	

electrical	
power	power to support table, duplex outlets @ 10 ft o.c. along walls
phone/data	hardwired + wireless
audio/video	wall mounted monitor, hdmi input for table
security	general building security

lighting	
lighting level	30-50 fc
lighting control	dual-tech vacancy sensor, manual on/off with dimming
fixture type	led, indirect or direct, decorative

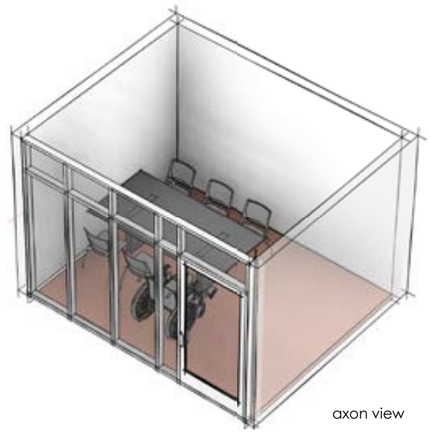


plan view

furniture/equipment

1 table

2 chairs

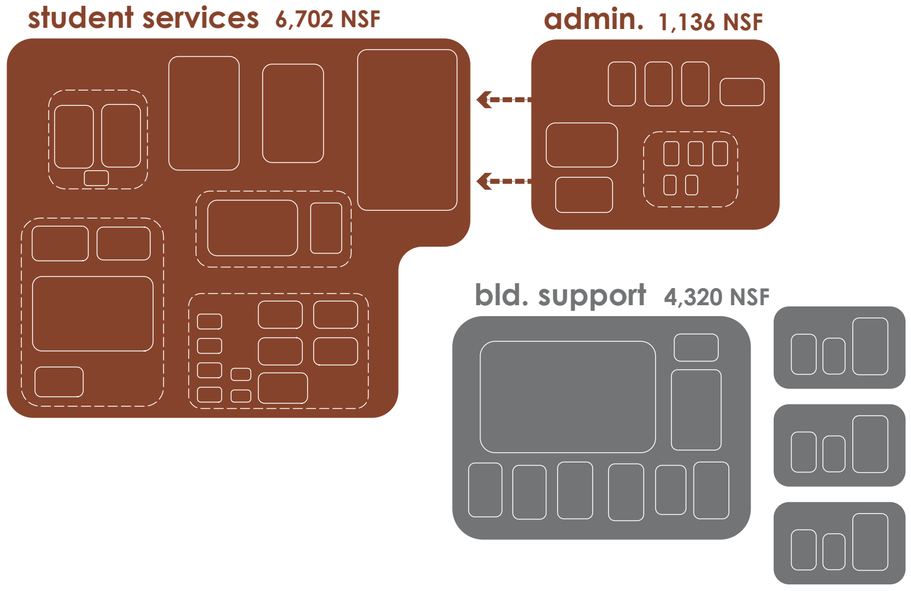


axon view

c.4 small meeting room (150 sf)

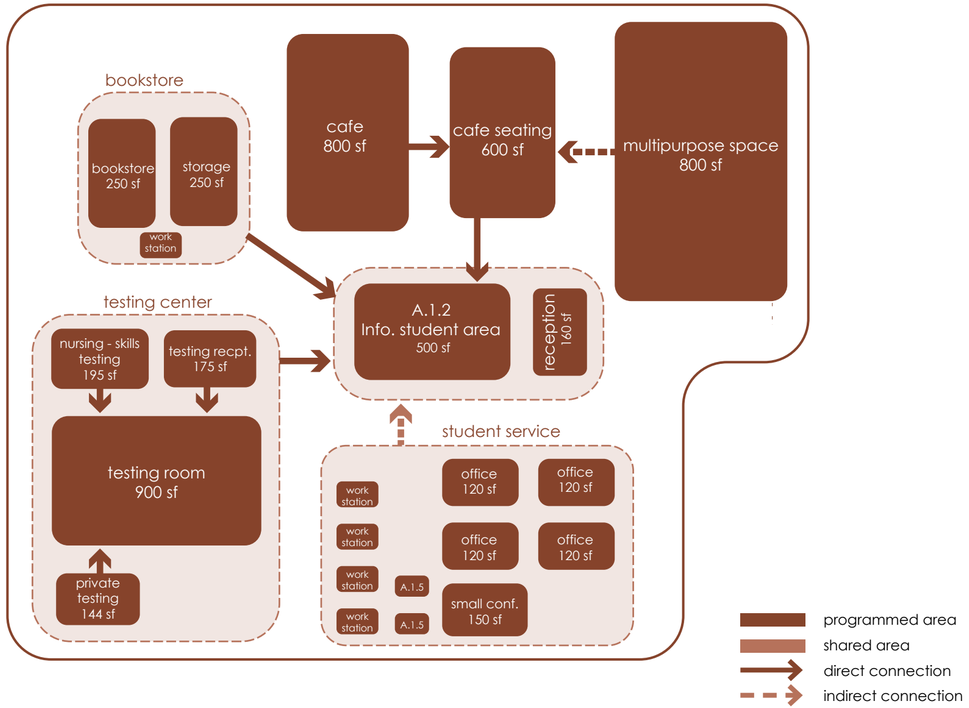
student support and administration

student support & admin.						
space	**space name**	**occ.**	**sf/occ.**	**space (sf)**	**quantity**	**total nsf**
	department totals					
a.	student services					6,702
b.	administration					1,136
c.	building support					4,320
					net sf total:	**12,158 sf**
			70% efficiency factor		**gross sf total:**	**17,369 sf**



student services

student services						
space	**space name**	**occ.**	**sf/occ.**	**space (sf)**	**quantity**	**total nsf**
a.	student services					
a.1.1	student services- information/reception desk	4	80	160	1	160
a.1.2	student services- information student area	25	20	500	1	500
a.1.3	student services- private offices	1	120	120	4	480
a.1.4	student services- work stations	1	36	36	4	144
a.1.5	student services- touchdowns	1	24	24	2	48
a.1.6	student services- small conference	6	25	150	1	150
a.3.1	bookstore			250	1	250
a.3.2	bookstore store storage			250	1	250
a3.3	bookstore manager work station	1	36	36	1	36
a.4.1	testing center-reception and waiting	10	40	400	1	400
a.4.2	testing center - testing room	30	30	900	1	900
a.4.3	testing center - private testing	4	36	144	1	144
a.4.4	skills testing room for nursing			240	1	240
a.5	multi-purpose space	50	32	1600	1	1600
a.6.1	cafe/grille			800	1	800
a.6.2	cafe/grill seating	24	25	600	1	600
				department total:		**6,702 sf**



student services and administration

a. student services

a.1.1 information/reception desk

space summary	
purpose	waiting, entry
function	reception
occupancy	max. of 4 people
access	staff and students

adjacency	
relationships	student services
connection	direct connections to bookstore, testing center, and cafe seating.

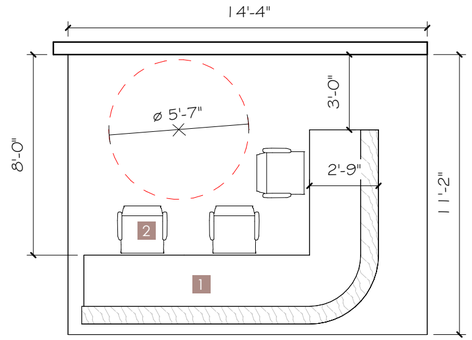
environment	
walls	painted gypsum board
floor	carpet with rubber base
ceiling type	lay-in acoustic tile
ceiling height	10' min. aff
windows	storefront glazing - insulated
doors	storefront door with vision glazing
acoustical/sound	stc 40-45 / nc 30-35
other	

furniture + equipment	
	(1) tables with power connections
	(4) chairs

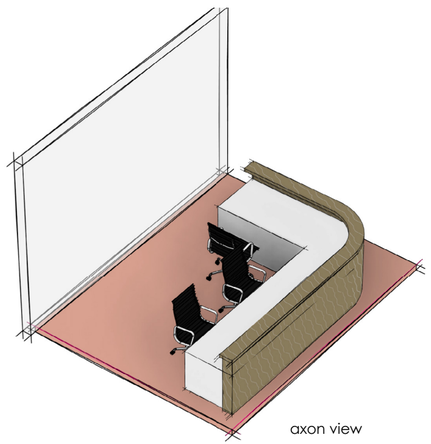
mechanical	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	5 cfm/person	
ventilation, ra	0.06 cfm/sf	
pressurization	positive	
exhaust	n/a	
plumbing	n/a	
fire protection	yes - per nfpa	

electrical	
power	power for reception desk, duplex outlets @ 10 ft o.c.
phone/data	hardwired + wireless
audio/video	none
security	general building security

lighting	
lighting level	30 fc
lighting control	dual-tech vacancy sensor, manual on/off with dimming
fixture type	led, indirect or direct



plan view



axon view

furniture/equipment

1. reception desk
2. office chair

a.1.1 information/reception desk (160 SF)

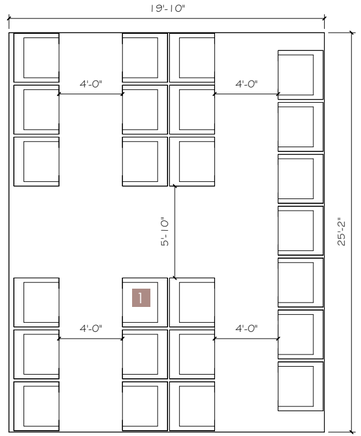
student services and administration

a. student services

a.1.2 information student area

space summary	
purpose	gathering
function	queuing area
occupancy	max. of 25 people
access	students
adjacency	
relationships	student services
connection	direct connection to reception area
environment	
walls	painted gypsum board
floor	carpet with rubber base
ceiling type	lay-in acoustic tile
ceiling height	10' min. aff
windows	n/a
doors	n/a
acoustical/sound	stc 40-45 / nc 30-35
other	
furniture + equipment	(1) desk (25) arm chairs

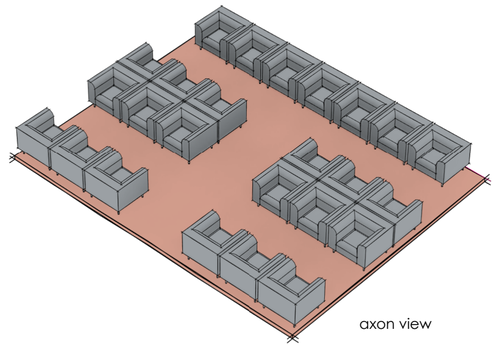
mechanical	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	10 cfm/person	
ventilation, ra	0.12 cfm/sf	
pressurization	positive	
exhaust	n/a	
plumbing	n/a	
fire protection	yes - per nfpa	
electrical		
power	floor box with power	
phone/data	wireless	
audio/video	none	
security	general building security	
lighting		
lighting level	30 fc	
lighting control	dual-tech vacancy sensor, manual on/off with dimming	
fixture type	led, indirect or direct	



plan view

furniture/equipment

1 waiting area seating



axon view

a.1.2 information/student area (500 SF)

student services and administration

a. student services

a.1.3 private offices

space summary	
purpose	private work station
function	private office
occupancy	1 person
access	students

adjacency	
relationships	student services
connection	indirect connection to reception area

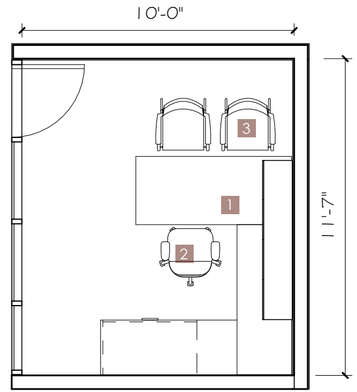
environment	
walls	painted gypsum board
floor	carpet with rubber base
ceiling type	lay-in acoustic tile
ceiling height	10' min. aff
windows	storefront glazing - insulated
doors	storefront door with vision glazing
acoustical/sound	stc 40-45 / nc 30-35
other	

furniture + equipment	
	(2) tables with power connection
	(3) task chairs
	cabinetry

mechanical	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	5 cfm/person	
ventilation, ra	0.06 cfm/sf	
pressurization	positive	
exhaust	n/a	
plumbing	n/a	
fire protection	yes - per nfpa	

electrical	
power	power for workstation, duplex outlets @ 10 ft o.c.
phone/data	hardwired + wireless
audio/video	none
security	general building security

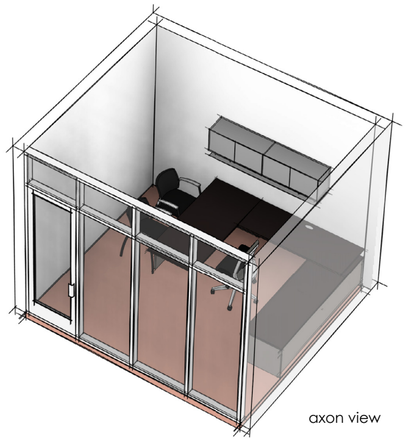
lighting	
lighting level	30 fc
lighting control	dual-tech vacancy sensor, manual on/off with dimming
fixture type	led, indirect or direct



plan view

furniture/equipment

1. desk/credenza
2. office chair
3. stackable chair



axon view

a.1.3 private offices (120 SF)

student services and administration

a. student services

a.1.4 workstations

space summary	
purpose	meeting area
function	work space
occupancy	5
access	staff and students

adjacency	
relationships	medical assistant lab
connection	direct connection to department lab.

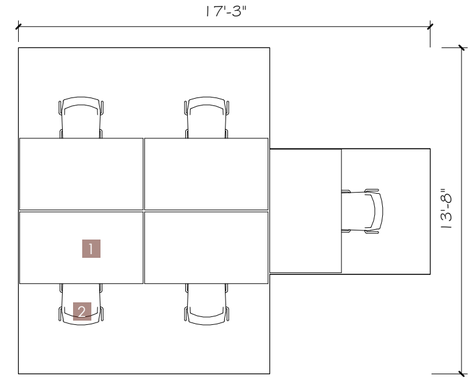
environment	
walls	painted gypsum board
floor	carpet with rubber base
ceiling type	lay-in acoustical tile
ceiling height	10' min. aff
windows	n/a
doors	n/a
acoustical/sound	stc n/a
other	

furniture + equipment	
	(5) tables
	(5) task chairs

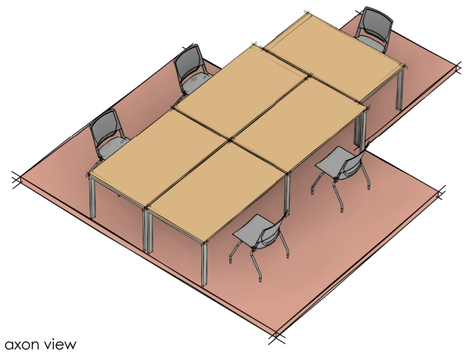
mechanical	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	5 cfm/person	
ventilation, ra	0.06 cfm/sf	
pressurization	positive	
exhaust	n/a	
plumbing	n/a	
fire protection	yes - per nfpa	

electrical	
power	floor box power @ work station
phone/data	wireless
audio/video	none
security	general building security

lighting	
lighting level	n/a
lighting control	n/a
fixture type	n/a



plan view



axon view

furniture/equipment

1. work station desk
2. chair

01 summary
02 site
03 building
04 space
05 room data
06 appendix

a.1.4 workstations (36 SF)

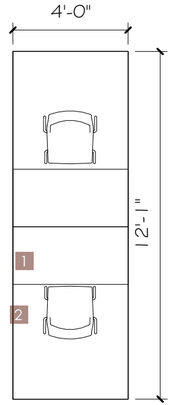
student services and administration

a. student services

a.1.5 touchdowns

space summary	
purpose	meeting area
function	work space
occupancy	1
access	staff and students
adjacency	
relationships	medical assistant lab
connection	direct connection to department lab.
environment	
walls	painted gypsum board
floor	carpet with rubber base
ceiling type	lay-in acoustic tile
ceiling height	10' min. aff
windows	n/a
doors	n/a
acoustical/sound	stc n/a
other	
furniture + equipment	(2) tables (2) task chairs

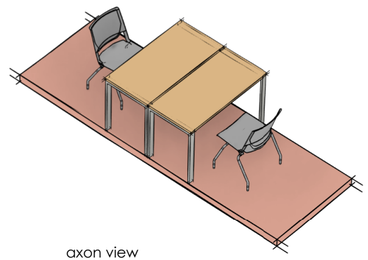
mechanical	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	5 cfm/person	
ventilation, ra	0.06 cfm/sf	
pressurization	positive	
exhaust	n/a	
plumbing	n/a	
fire protection	yes - per nfpa	
electrical		
power	floor box power @ work station	
phone/data	wireless	
audio/video	none	
security	general building security	
lighting		
lighting level	n/a	
lighting control	n/a	
fixture type	n/a	



plan view

furniture/equipment

1. work station desk
2. chair



axon view

01 summary
02 site
03 building
04 space
05 room data
06 appendix

a.1.5 touchdowns (24 SF)

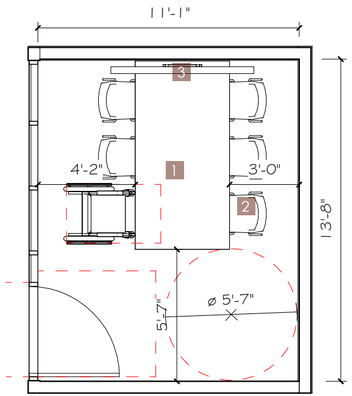
student services and administration

a. student services

a.1.6 small conference

space summary	
purpose	small conference room for admin
function	meetings
occupancy	admin space
access	max. of 6 people
	admin
adjacency	
relationships	
connection	medical assistant lab
	direct connection to department lab.
environment	
walls	
floor	painted gypsum board
ceiling type	carpet with rubber base
ceiling height	lay-in acoustic tile
windows	10' min. aff
doors	storefront glazing - insulated
acoustical/sound	storefront door with vision glazing
other	stc 50
furniture + equipment	
	(1) table
	(6) task chairs
	white board, projector

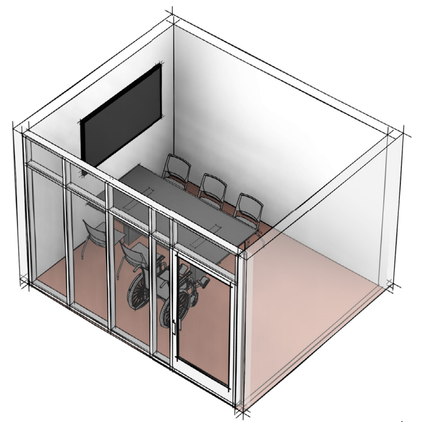
mechanical	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	5 cfm/person	
ventilation, ra	0.06 cfm/sf	
pressurization	positive	
exhaust	n/a	
plumbing	n/a	
fire protection	yes - per nfpa	
electrical		
power	power to support table, duplex outlets @ 10 ft o.c. along walls	
phone/data	hardwired + wireless	
audio/video	wall mounted monitor, hdmi input for table	
security	general building security	
lighting		
lighting level	30 fc	
lighting control	dual-tech vacancy sensor, manual on/off with dimming	
fixture type	led, indirect or direct, decorative	



plan view

furniture/equipment

1. conference table
2. chair
3. t.v.



axon view

01 summary
02 site
03 building
04 space
05 room data
06 appendix

a.1.6 small conference

student services and administration

a. student services

a.3.1 bookstore

space summary	
purpose	book store
function	bookstore, parcel pick up
occupancy	-
access	staff and students

adjacency	
relationships	student services, bookstore
connection	direct connection to reception/information student area

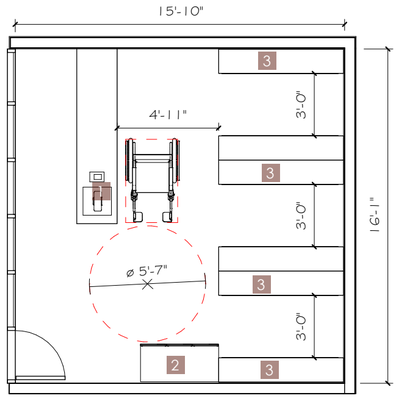
environment	
walls	painted gypsum board
floor	carpet with rubber base
ceiling type	lay-in acoustic tile
ceiling height	10' min. aff
windows	storefront glazing - insulated
doors	storefront door with vision glazing
acoustical/sound	stc 50 / nc 30-35
other	

furniture + equipment	
	(6) bookshelves
	(1) register with table
	(3) parcel lockers

mechanical	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	7.5 cfm/person	
ventilation, ra	0.12 cfm/sf	
pressurization	positive	
exhaust	n/a	
plumbing	n/a	
fire protection	yes - per nfpa	

electrical	
power	power for p.o.s., duplex outlets @ 10 ft o.c.
phone/data	hard wired +wireless
audio/video	none
security	general building security

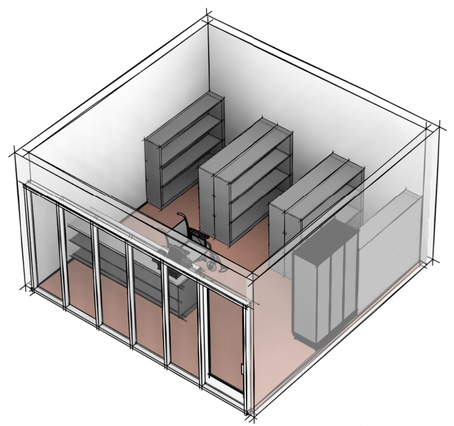
lighting	
lighting level	30 fc
lighting control	dual-tech vacancy sensor, manual on/off with dimming
fixture type	led, indirect or direct



plan view

furniture/equipment

1. point of sale
2. parcel locker storage
3. bookshelves



axon view

a.3.1 bookstore (250 SF)

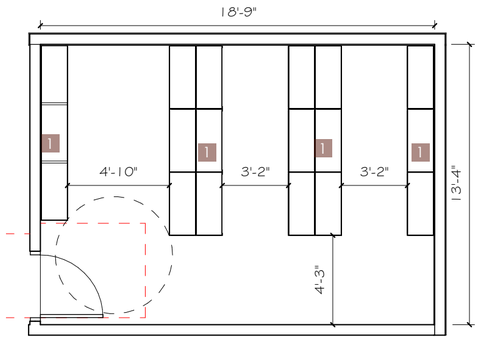
student services and administration

a. student services

a.3.2 bookstore storage

space summary	
purpose	stock item storage
function	bookstore storage
occupancy	1
access	staff and students
adjacency	
relationships	student services, bookstore
connection	direct connection to bookstore
environment	
walls	painted gypsum board
floor	carpet with rubber base
ceiling type	lay-in acoustic tile
ceiling height	10' min. aff
windows	-
doors	solid wood door
acoustical/sound	stc 50 / nc 30-35
other	
furniture + equipment	(3) storage racks

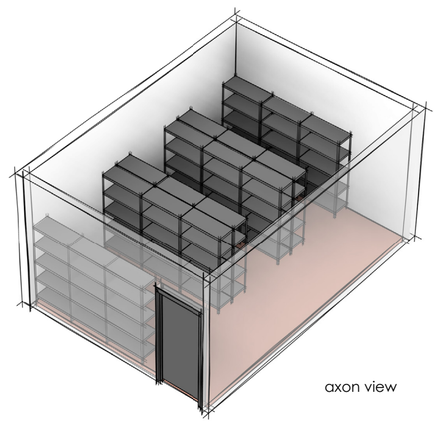
mechanical	summer	winter
temperature	75°f	72°f
setpoint adjust	no	no
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	n/a cfm/person	
ventilation, ra	0.12 cfm/sf	
pressurization	positive	
exhaust	n/a	
plumbing	n/a	
fire protection	yes - per nfpa	
electrical		
power	duples outlets @ 10 ft o.c.	
phone/data	wireless	
audio/video	none	
security	general building security	
lighting		
lighting level	30 fc	
lighting control	dual-tech vacancy sensor, manual on/off with dimming	
fixture type	led, indirect or direct	



plan view

furniture/equipment

1 shelving (book storage)



axon view

a.3.2 bookstore storage (250 SF)

student services and administration

a. student services

a.3.3 bookstore manager work station

space summary	
purpose	work station
function	work station located within other office
occupancy	max. of 1 people
access	staff and students

adjacency	
relationships	student services, bookstore
connection	direct connection to bookstore

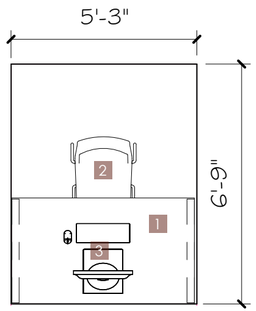
environment	
walls	painted gypsum board
floor	carpet with rubber base
ceiling type	lay-in acoustic tile
ceiling height	10' min. aff
windows	n/a
doors	n/a
acoustical/sound	stc n/a
other	

furniture + equipment	
	(1) small desk
	(1) chair

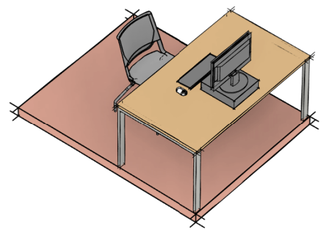
mechanical	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	5 cfm/person	
ventilation, ra	0.06 cfm/sf	
pressurization	positive	
exhaust	n/a	
plumbing	n/a	
fire protection	yes - per nfpa	

electrical	
power	floor box power @ work station
phone/data	wireless
audio/video	none
security	general building security

lighting	
lighting level	n/a
lighting control	n/a
fixture type	n/a



plan view



axon view

furniture/equipment

1. bench top workstation
2. chair
3. computer

a.3.3 bookstore manager work station (36 SF)

student services and administration

a. student services

a.4.1 testing center - reception and waiting

space summary	
purpose	waiting, entry
function	reception
occupancy	max. of 7 people
access	staff and students

adjacency	
relationships	student services
connection	direct connection to student information area/reception

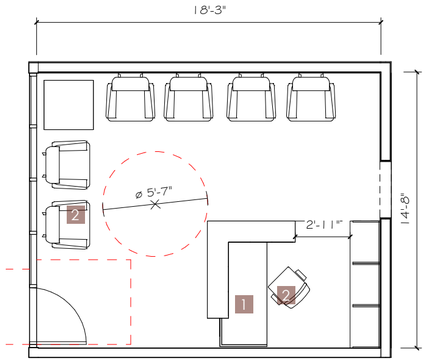
environment	
walls	painted gypsum board
floor	carpet with rubber base
ceiling type	lay-in acoustic tile
ceiling height	10' min. aff
windows	storefront glazing - insulated
doors	storefront door with vision glazing
acoustical/sound	stc 40-45 / nc 30-35
other	

furniture + equipment	
	(1) tables with power connections
	(7) chairs

mechanical	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	5 cfm/person	
ventilation, ra	0.06 cfm/sf	
pressurization	positive	
exhaust	n/a	
plumbing	n/a	
fire protection	yes - per nfpa	

electrical	
power	power for workstation, duplex outlets @ 10 ft o.c.
phone/data	hard wired + wireless
audio/video	none
security	general building security

lighting	
lighting level	30 fc
lighting control	dual-tech vacancy sensors, manual on/off with dimming
fixture type	led. indirect or direct

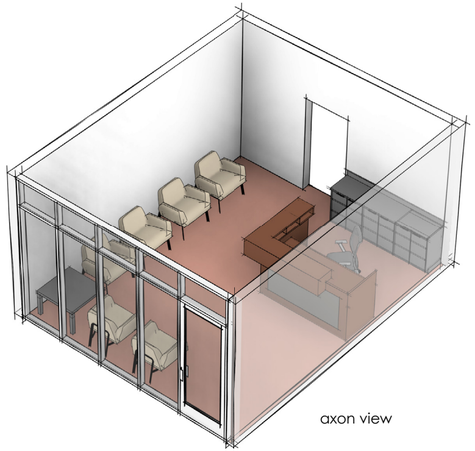


plan view

furniture/equipment

1 reception desk

2 chair



axon view

a.4.1 testing center-reception and waiting (400 SF)

student services and administration

a. student services

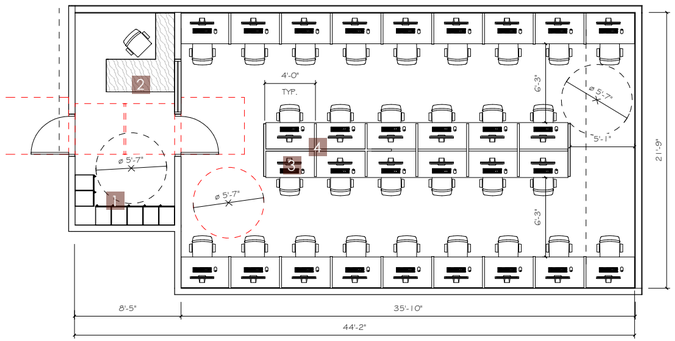
a.4.2 testing center - testing room

space summary	
purpose	large testing room
function	test taking
occupancy	max. of 30 people
access	staff and students
adjacency	
relationships	student services, testing center
connection	direct connection to testing reception
environment	
walls	painted gypsum board
floor	carpet with rubber base
ceiling type	lay-in acoustic tile
ceiling height	10' min. aff
windows	storefront glazing - insulated
doors	solid wood doors
acoustical/sound	stc 40-45 / nc 30-35
other	
furniture + equipment	(30) tables with privacy screens (30) task chairs (30) computers (30) locking cubbies

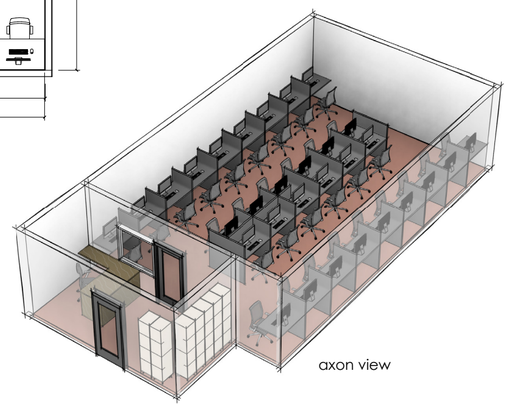
mechanical	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	10 cfm/person	
ventilation, ra	0.12 cfm/sf	
pressurization	positive	
exhaust	n/a	
plumbing	n/a	
fire protection	yes - per nfpa	

electrical	
power	power for workstation, duplex outlets @ 10 ft o.c. along walls
phone/data	hard wired + wireless
audio/video	none
security	general building security

lighting	
lighting level	40 fc
lighting control	dual-tech vacancy sensors, manual on/off with dimming
fixture type	led. indirect or direct



plan view



axon view

furniture/equipment

1. lockers
2. proctors desk
3. computer
4. divider between workstationsworkstation

a.4.2 testing room (900 SF)

student services and administration

a. student services

a.4.3 testing center - private testing

space summary	
purpose	quiet testing area
function	test taking
occupancy	max. of 4 people
access	staff and students

adjacency	
relationships	student services, testing center
connection	direct connection to testing reception area

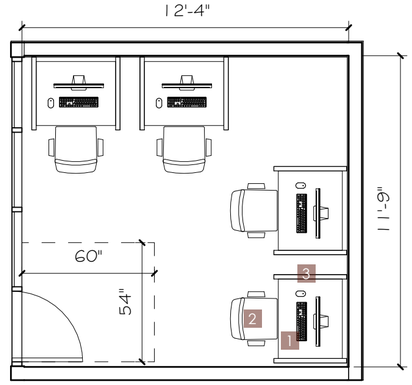
environment	
walls	painted gypsum board
floor	carpet with rubber base
ceiling type	lay-in acoustic tile
ceiling height	10' min. aff
windows	storefront glazing - insulated
doors	storefront door with vision glazing
acoustical/sound	stc 50 / nc 30-35
other	

furniture + equipment	
	(4) tables with privacy screens
	(4) task chairs
	(4) computers

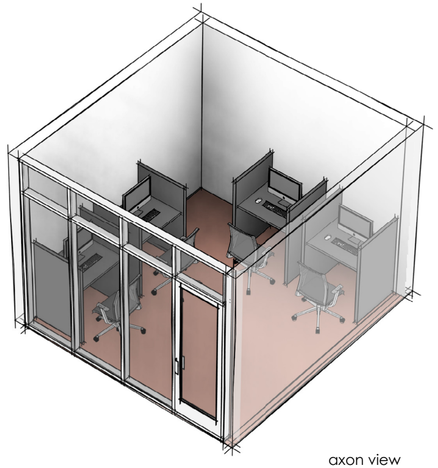
mechanical	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	10 cfm/person	
ventilation, ra	0.12 cfm/sf	
pressurization	positive	
exhaust	n/a	
plumbing	n/a	
fire protection	yes - per nfpa	

electrical	
power	power for workstation, duplex outlets @ 10 ft o.c. along walls
phone/data	hard wired + wireless
audio/video	none
security	general building security

lighting	
lighting level	40 fc
lighting control	dual-tech vacancy sensors, manual on/off with dimming
fixture type	led. indirect or direct



plan view



axon view

furniture/equipment

1. computer workstation
2. chair
3. divider between workstations

a.4.3 testing center - private testing (144 SF)

student services and administration

a. student services

a.4.4 skills testing room for nursing

space summary

purpose	1 on1 testing
function	space for hands-on testing of student skills
occupancy	--
access	staff and students

adjacency

relationships	student services, testing center
connection	direct connection to testing room

environment

walls	painted gypsum board
floor	resilient flooring with resilient base
ceiling type	lay-in acoustic tile
ceiling height	10' min. aff
windows	n/a
doors	metal door
acoustical/sound	stc 50 / nc 30-35
other	

furniture + equipment

hospital bed
run of cabinetry with sink

mechanical

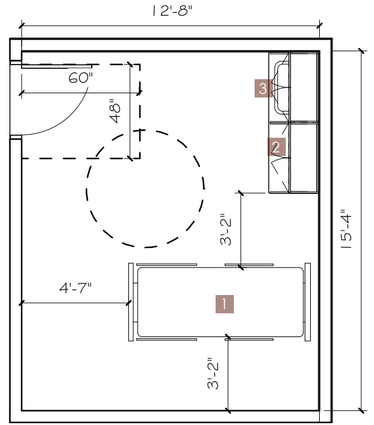
	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	10 cfm/person	
ventilation, ra	0.12 cfm/sf	
pressurization	positive	
exhaust	n/a	
plumbing	exam sink, compressed air	
fire protection	yes - per nfpa	

electrical

power	power to support lab equipment, duplex outlets @ 10 ft o.c. along walls
phone/data	hard wired + wireless
audio/video	none
security	general building security

lighting

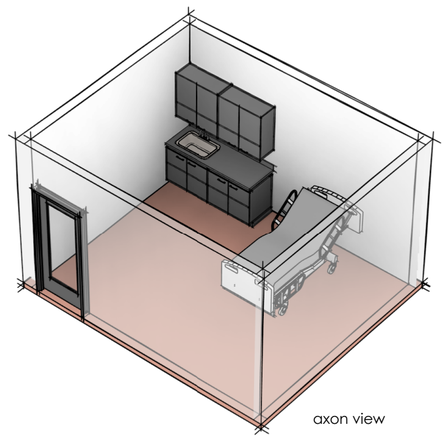
lighting level	50-70 fc
lighting control	dual-tech vacancy sensors, manual on/off with dimming
fixture type	led, indirect or direct



plan view

furniture/equipment

1. hospital bed
2. upper/base cabinets
3. sink



axon view

a4.4 skills testing room for nursing (240 SF)

student services and administration

a. student services

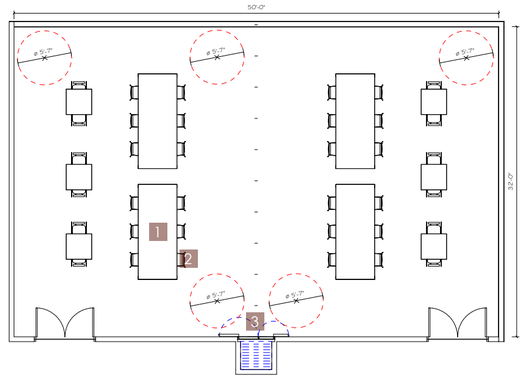
a.5 multi-purpose space

space summary	
purpose	multi-purpose
function	flex space
occupancy	max. of 50 people
access	staff and students
adjacency	
relationships	student services, cafe seating
connection	indirect connection to cafe seating area
environment	
walls	painted gypsum board
floor	carpet with rubber base
ceiling type	lay-in acoustic tile
ceiling height	10' min. aff
windows	storefront glazing - insulated
doors	solid wood door and partition
acoustical/sound	stc 40-45 / nc 30-35
other	
furniture + equipment	(10) table (36) task chairs sliding white boards

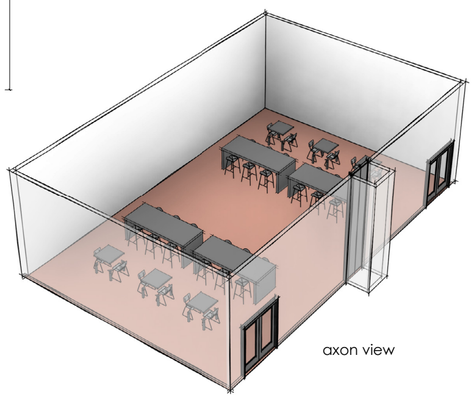
mechanical	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	10 cfm/person	
ventilation, ra	0.12 cfm/sf	
pressurization	positive	
exhaust	n/a	
plumbing	n/a	
fire protection	yes - per nfpa	

electrical	
power	floor box power, duplex outlets @ 10 ft o.c. along walls
phone/data	wireless
audio/video	none
security	general building security

lighting	
lighting level	30 fc
lighting control	dual-tech vacancy sensors, manual on/off with dimming and partitioning
fixture type	led. indirect or direct



plan view



axon view

furniture/equipment

1. foldable tables
2. stackable chairs
3. room divider

a.5 student services - multi-purpose space (1,600 SF)

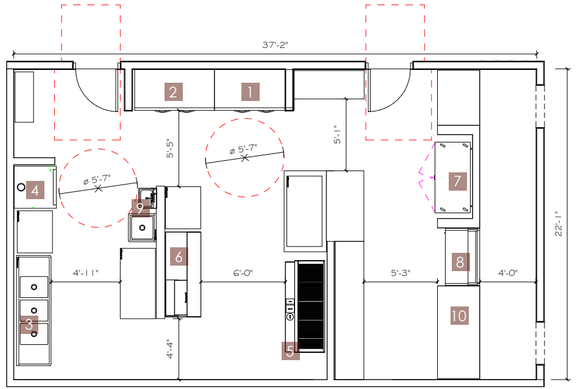
student services and administration

a. student services

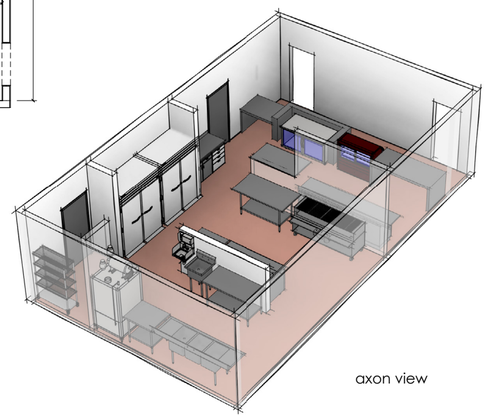
a.6.1 cafe/grille

space summary	
purpose	small kitchen for food service
function	grab and go
occupancy	-
access	kitchen staff
adjacency	
relationships	student services, cafe
connection	direct connection to cafe seating
environment	
walls	painted gypsum board and tile
floor	quarry tile
ceiling type	lay-in acoustic tile
ceiling height	10' min. aff
windows	-
doors	solid wood door
acoustical/sound	stc 50-55 / nc 40-45
other	
furniture + equipment	(1) dish pit, (food storage) kitchen equip. (4) refrigerators prep station, cook top, oven

mechanical	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	7.5 cfm/person	
ventilation, ra	0.12 cfm/sf	
pressurization	negative	
exhaust	0.7 cfm/sf exhaust type 1 and type 2 hoods at associated kitchen equipment	
plumbing	water and natural gas drops to kitchen equipment, drains to grease interceptor	
fire protection	yes - per nfpa	
electrical		
power	power to support equipment, duplex outlets @ 10 ft o.c. along walls, all outlets shall be gfci	
phone/data	hard wired + wireless	
audio/video	none	
security	general building security	
lighting		
lighting level	50 fc	
lighting control	dual-tech vacancy sensors, manual on/off	
fixture type	led. indirect or direct	



plan view



axon view

furniture/equipment

1	freezer	6	sandwich prep table
2	refrigerator	7	under counter refrigerator
3	triple sink	8	beverage cooler
4	dish washing machine	9	hand sink
5	grill	10	point of sale

a.6.1 cafe/grill (800 SF)

student services and administration

a. student services

a.6.2 cafe/grille seating

space summary	
purpose	eating space
function	seating for cafe
occupancy	max. of 24 people
access	staff and students

adjacency	
relationships	student services, cafe
connection	direct connection to cafe, student information area

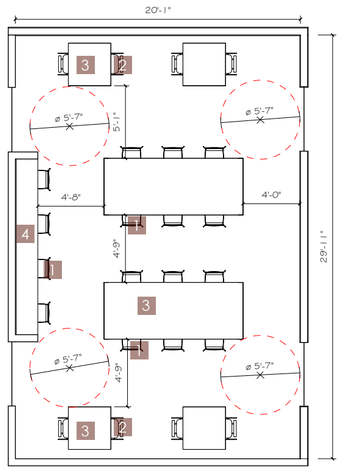
environment	
walls	painted gypsum board
floor	porcelain tile
ceiling type	lay-in acoustic tile
ceiling height	10' min. aff
windows	storefront glazing - insulated
doors	-
acoustical/sound	stc 45-50 / nc 35-40
other	

furniture + equipment	
	(24) chairs
	(6) tables: (2) communal
	(1) bar

mechanical	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	7.5 cfm/person	
ventilation, ra	0.18 cfm/sf	
pressurization	negative	
exhaust	general	
plumbing	n/a	
fire protection	yes - per nfpa	

electrical	
power	duplex outlets @ 10 ft o.c. along walls
phone/data	wireless
audio/video	none
security	general building security

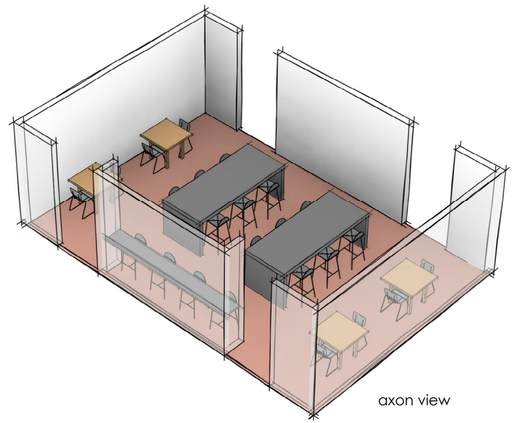
lighting	
lighting level	30 fc
lighting control	dual-tech vacancy sensors, manual on/off
fixture type	led. indirect or direct



plan view

furniture/equipment

1. stool
2. chair
3. table
4. bar - counter

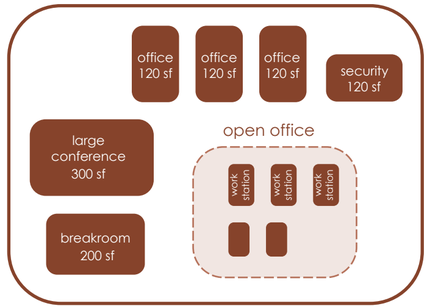


axon view

a.6.2 cafe/grille seating (600 SF)

administration

administration						
space	**space name**	**occ.**	**sf/occ.**	**size (sf)**	**quantity**	**total nsf**
b.	administration					
b.1	administration private offices	1	120	120	3	360
b.2	administration workstations	1	36	36	3	108
b.3	administration touchdowns	1	24	24	2	48
b.4	security office	1	120	120	1	120
b.5	large conference room	12	25	300	1	300
b.8	breakroom			200	1	200
				department total:		**1,136 sf**



programmed area
shared area
direct connection
indirect connection

student services and administration

b. administration

b.1 administration private offices

space summary

purpose	staff support space
function	office
occupancy	1
access	2) Associate Directors, (2) Coordinators, HR, Facilities, Community Relations, Campus Managers, 2 Growth

adjacency

relationships	administration
connection	near open office area

environment

walls	painted gypsum board
floor	carpet with rubber base
ceiling type	lay-in acoustic tile
ceiling height	10' min. aff
windows	storefront glazing - insulated
doors	storefront door with vision glazing
acoustical/sound	stc 50 / nc 30-35
other	

furniture + equipment

(3) tables with cabinetry
(6) chairs
(3) monitors

mechanical

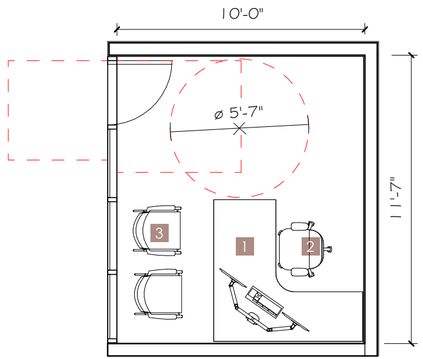
	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	5 cfm/person	
ventilation, ra	0.06 cfm/sf	
pressurization	positive	
exhaust	n/a	
plumbing	n/a	
fire protection	yes - per nfpa	

electrical

power	quad outlet for each workstation, duplex outlets @ 10 ft o.c. along walls, dedicated outlet for printer
phone/data	hard wired + wireless
audio/video	none
security	general building security

lighting

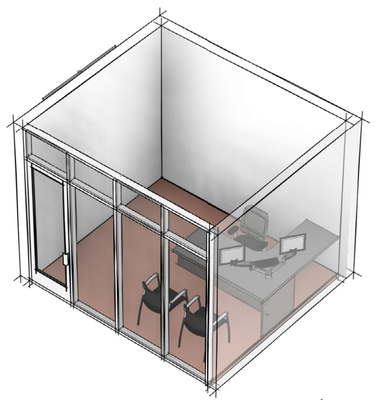
lighting level	30 fc
lighting control	dual-tech vacancy sensors, manual on/off with dimming
fixture type	led. indirect or direct



plan view

furniture/equipment

1. desk/credenza
2. office chair
3. stackable chair



axon view

b.1 administration pivate offices (120 SF)

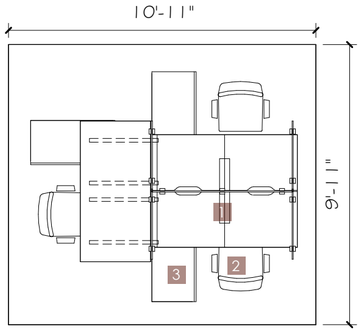
student services and administration

b. administration

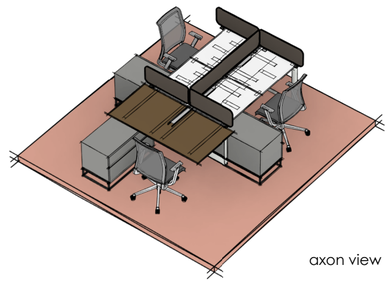
b.2 administration workstations

space summary	
purpose	work area
function	open workspace for admin support
occupancy	3
access	staff
adjacency	
relationships	administration
connection	in open office area
environment	
walls	painted gypsum board
floor	carpet with rubber base
ceiling type	lay-in acoustic tile
ceiling height	10' aff min.
windows	n/a
doors	n/a
acoustical/sound	stc 50 / nc 30-35
other	
furniture + equipment	(3) work stations with chairs

mechanical	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	5 cfm/person	
ventilation, ra	0.06 cfm/sf	
pressurization	positive	
exhaust	n/a	
plumbing	n/a	
fire protection	yes - per nfpa	
electrical		
power	quad outlet for each workstation, duplex outlets @ 10 ft o.c. along walls, dedicated outlet for printer	
phone/data	hard wired + wireless	
audio/video	none	
security	general building security	
lighting		
lighting level	30 fc	
lighting control	dual-tech vacancy sensors, manual on/off with dimming	
fixture type	led. indirect or direct	



plan view



axon view

furniture/equipment

1. desk/workstation
2. office chair
3. storage

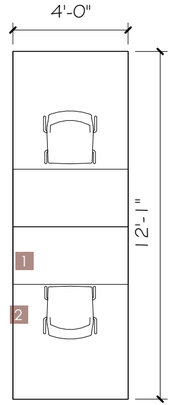
student services and administration

b. administration

b.3 administration touchddowns

space summary	
purpose	meeting area
function	work space
occupancy	2
access	staff and students
adjacency	
relationships	administration
connection	located in open office area
environment	
walls	painted gypsum board
floor	carpet with rubber base
ceiling type	lay-in acoustic tile
ceiling height	10' min. aff
windows	n/a
doors	n/a
acoustical/sound	stc n/a
other	
furniture + equipment	(2) tables (2) task chairs

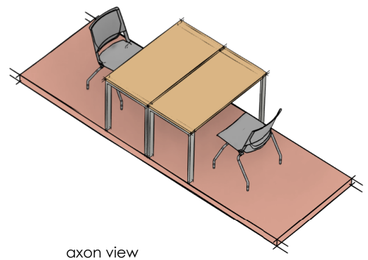
mechanical	summer	winter
temper=ature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	5 cfm/person	
ventilation, ra	0.06 cfm/sf	
pressurization	positive	
exhaust	n/a	
plumbing	n/a	
fire protection	yes - per nfpa	
electrical		
power	none	
phone/data	hard wired + wireless	
audio/video	none	
security	general building security	
lighting		
lighting level	30 fc	
lighting control	n/a	
fixture type	led. indirect or direct	



plan view

furniture/equipment

1. work station desk
2. chair



axon view

01 summary
02 site
03 building
04 space
05 room data
06 appendix

b.3 administration touchdowns (24 SF)

student services and administration

b. administration

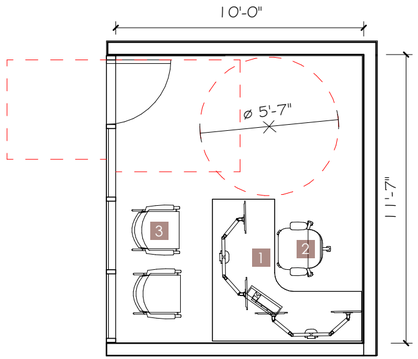
b.4 security office

space summary	
purpose	surveillance
function	security
occupancy	max. of 1 person
access	security personnel
adjacency	
relationships	administration
connection	indirect connection to open office area
environment	
walls	painted gypsum board
floor	carpet with rubber base
ceiling type	lay-in acoustic tile
ceiling height	10' min. aff
windows	none
doors	solid wood door
acoustical/sound	stc 50 / nc 30-35
other	
furniture + equipment	(1) desk, cabinetry video screens monitor

mechanical	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	5 cfm/person	
ventilation, ra	0.06 cfm/sf	
pressurization	positive	
exhaust	n/a	
plumbing	n/a	
fire protection	yes - per nfpa	

electrical	
power	quad outlet for each workstation, duplex outlets @ 10ft o.c. along walls. dedicated outlet for printer
phone/data	hard wired and wireless
audio/video	none
security	general building security

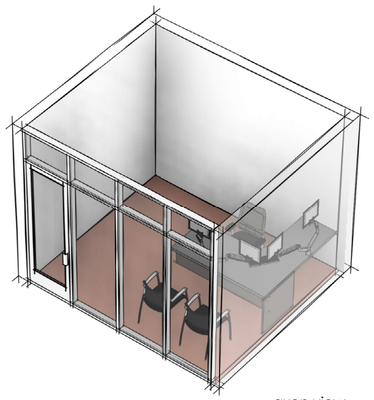
lighting	
lighting level	30 fc
lighting control	dual-tech vacancy sensor, manual on/off with dimming
fixture type	led. indirect or direct



plan view

furniture/equipment

1. desk/credenza
2. office chair
3. stackable chair



axon view

b.4 security office (120 SF)

student services and administration

b. administration

b.5 large conference room

space summary	
purpose	small conference room for admin
function	admin space
occupancy	max. of 12 people
access	admin

adjacency	
relationships	administration
connection	indirect connection to private office and open office area

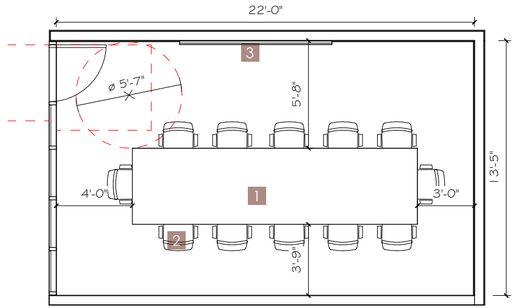
environment	
walls	painted gypsum board
floor	carpet with rubber base
ceiling type	lay-in acoustic tile
ceiling height	10' min. aff
windows	none
doors	storefront door with vision glazing
acoustical/sound	stc 50 / nc 30-35
other	

furniture + equipment	
	(1) table
	(12) task chairs
	white board, projector

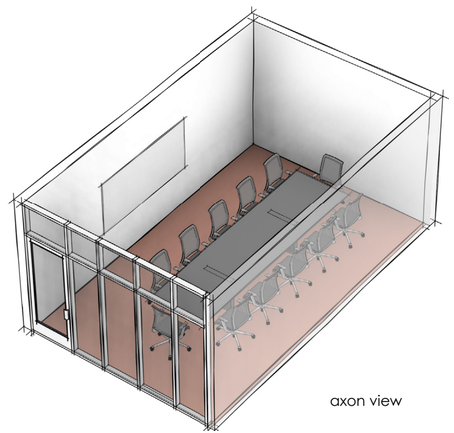
mechanical	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	5 cfm/person	
ventilation, ra	0.06 cfm/sf	
pressurization	positive	
exhaust	n/a	
plumbing	n/a	
fire protection	yes - per nfpa	

electrical	
power	floor box power to support table, duplex outlets @ 10 ft o.c. along walls
phone/data	wireless
audio/video	wall mounted monitor, hdmi input for table
security	general building security

lighting	
lighting level	30 fc
lighting control	dual-tech vacancy sensor, manual on/off with dimming
fixture type	led. indirect or direct



plan view



axon view

furniture/equipment

1. conference table
2. chair
3. dry erase board

b.5 large conference room (300 SF)

student services and administration

b. administration

b.8 breakroom

space summary	
purpose	small food storage and break area
function	break area
occupancy	-
access	student support and admin

adjacency	
relationships	administration
connection	indirect connection to private offices, open office area

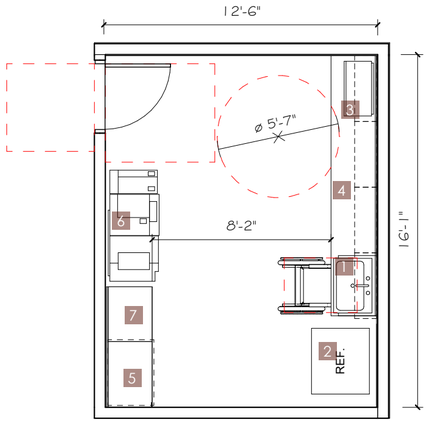
environment	
walls	painted gypsum board
floor	carpet with rubber base
ceiling type	lay-in acoustic tile
ceiling height	10' min. aff
windows	storefront glazing - insulated
doors	solid wood door
acoustical/sound	stc 50 / nc 35-40
other	

furniture + equipment	
	cabinetry, table and chairs
	(1) sink
	microeave, refridgerator

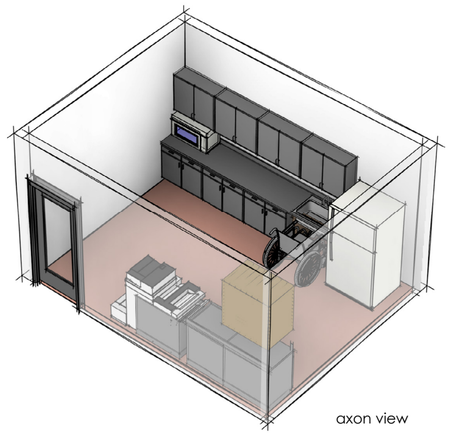
mechanical	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	5 cfm/person	
ventilation, ra	0.06 cfm/sf	
pressurization	negative	
exhaust	local exhaust	
plumbing	break sink	
fire protection	yes - per nfpa	

electrical	
power	power to equipment, duplex outlets @ 10 ft o.c. along walls
phone/data	wireless
audio/video	none
security	general building security

lighting	
lighting level	30 fc
lighting control	dual-tech vacancy sensor, manual on/off with dimming
fixture type	led. indirect or direct



plan view



axon view

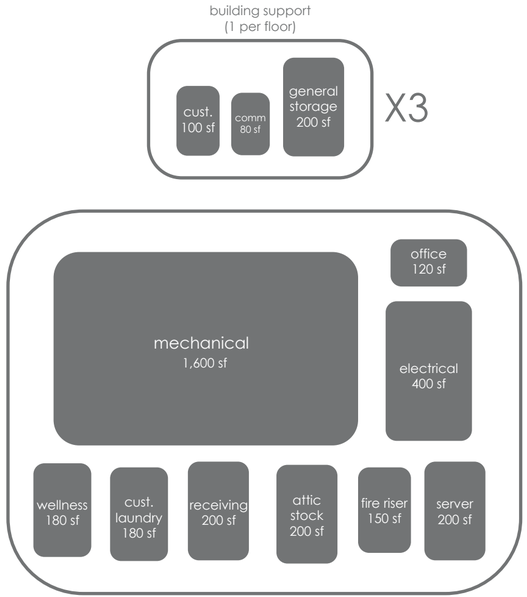
furniture/equipment

1. sink
2. refridgerator
3. microwave
4. upper/base cabinets
5. mail slots
6. copy machine
7. work surface

b.8 breakroom (200 SF)

building support

building support						
space	**space name**	**occ.**	**sf/ occ.**	**size (sf)**	**quantity**	**total nsf**
c.	building support					
c.1	receiving area			200	1	200
c.2	facilities office	1	120	120	1	120
c.3	attic stock storage room			150	1	150
c.4	wellness room			180	1	180
c.5	custodial room			100	3	300
c.6	custodial laundry room			180	1	180
c.7	mechanical			1,600	1	1,600
c.8	electrical			400	1	400
c.9	comm rooms - mdf and idf			80	3	240
c.10	fire riser			150	1	150
c.11	general building storage			200	3	600
c.12	building server room			200	1	200
				department total:		**4,320 sf**



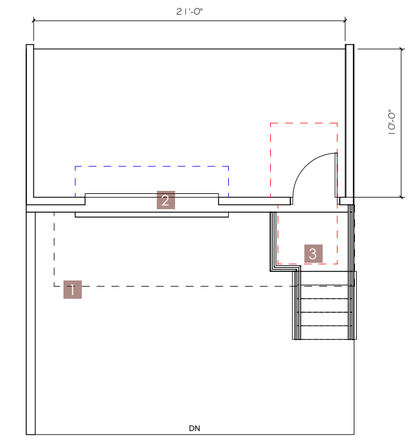
student services and administration

c. building support

c.1 recieving area

space summary	
purpose	receiving area
function	storage
occupancy	--
access	facilities staff
adjacency	
relationships	building support
connection	direct connection to building support
environment	
walls	painted gypsum board with protection
floor	concrete floor with resilient base
ceiling type	exposed
ceiling height	10' min. aff
doors	metal
acoustical/sound	stc 40-45
other	
furniture + equipment	storage shelving

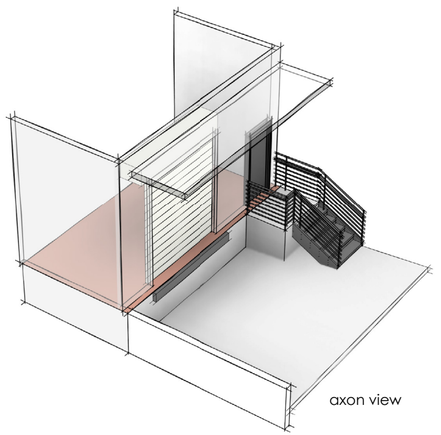
mechanical	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	n/a	
ventilation, ra	n/a	
pressurization	n/a	
exhaust	n/a	
plumbing	n/a	
fire protection	yes - per nfpa	
electrical		
power	duplex outlets @ 10ft o.c.	
phone/data	wireless	
audio/video	none	
security	general building security	
lighting		
lighting level	30 fc	
lighting control	dual-tech vacancy sensor, manual on/off with dimming	
fixture type	led, indirect or direct	



plan view

room notes

1. covered loading dock
2. loading dock door
3. entry stair



axon view

c.1 receiving area (200 SF)

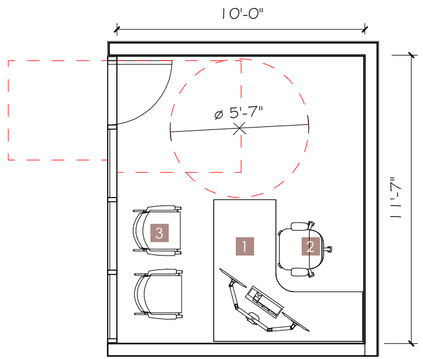
student services and administration

c. building support

c.1 facilities office

space summary	
purpose	staff support
function	office
occupancy	1
access	facilities manager
adjacency	
relationships	building support
connection	direct connection to building support
environment	
walls	painted gypsum board
floor	concrete floor with resilient base
ceiling type	exposed
ceiling height	10' min. aff
doors	metal
acoustical/sound	stc 40-45
other	
furniture + equipment	(1) desk (1) office chair (2) stackable chairs

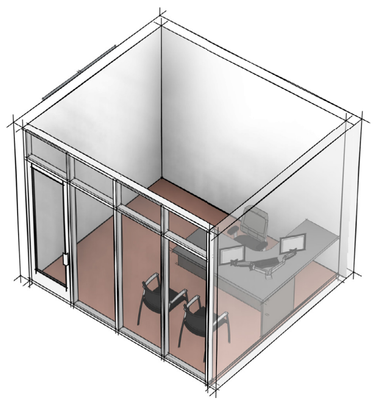
mechanical	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	n/a	
ventilation, ra	n/a	
pressurization	n/a	
exhaust	n/a	
plumbing	n/a	
fire protection	yes - per nfpa	
electrical		
power	duplex outlets @ 10ft o.c.	
phone/data	wireless	
audio/video	none	
security	general building security	
lighting		
lighting level	30 fc	
lighting control	dual-tech vacancy sensor, manual on/off with dimming	
fixture type	led, indirect or direct	



plan view

furniture/equipment

1. desk/credenza
2. office chair
3. stackable chair



axon view

c.2 facilities office (120 SF)

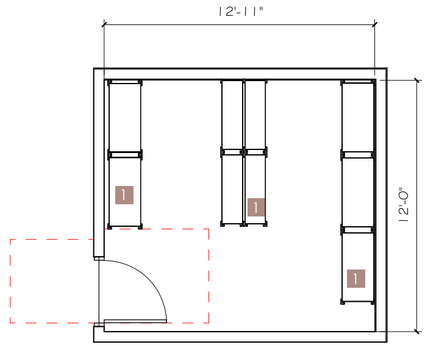
student services and administration

c. building support

c.3 attic stock storage room

space summary	
purpose	storage
function	attic stock
occupancy	--
access	facilities staff
adjacency	
relationships	building support
connection	direct connection to building support
environment	
walls	painted gypsum board
floor	concrete floor with resilient base
ceiling type	exposed
ceiling height	10' min. aff
doors	metal
acoustical/sound	stc 40-45
other	
furniture + equipment	storage shelving

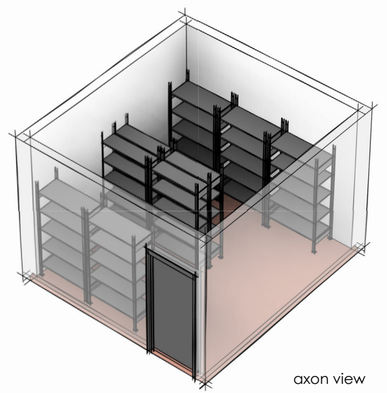
mechanical	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	n/a	
ventilation, ra	n/a	
pressurization	n/a	
exhaust	n/a	
plumbing	n/a	
fire protection	yes - per nfpa	
electrical		
power	duplex outlets @ 10ft o.c.	
phone/data	wireless	
audio/video	none	
security	general building security	
lighting		
lighting level	30 fc	
lighting control	dual-tech vacancy sensor, manual on/off with dimming	
fixture type	led, indirect or direct	



plan view

furniture/equipment

1 storage shelving



axon view

c.3 attic stock storage room (150 SF)

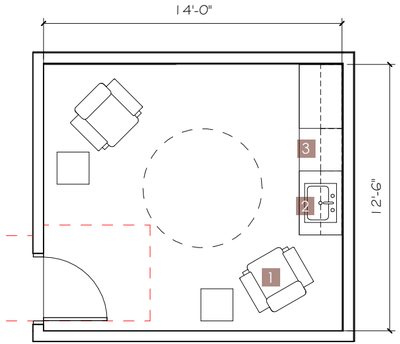
student services and administration

c. building support

c.4 wellness room

space summary	
purpose	wellness room
function	mothers room, wellness room
occupancy	--
access	staff and students
adjacency	
relationships	building support
connection	direct connection to building support
environment	
walls	painted gypsum board
floor	carpet floor with rubber base
ceiling type	lay-in acoustic tile
ceiling height	10' min. aff
doors	solid wood
acoustical/sound	stc 40-45
other	
furniture + equipment	(2) armchairs

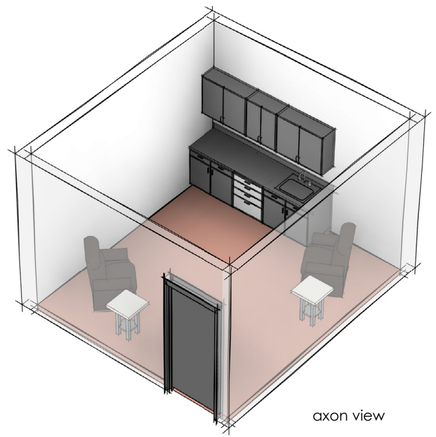
mechanical	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	n/a	
ventilation, ra	n/a	
pressurization	n/a	
exhaust	n/a	
plumbing	n/a	
fire protection	yes - per nfpa	
electrical		
power	duplex outlets @ 10ft o.c.	
phone/data	wireless	
audio/video	none	
security	general building security	
lighting		
lighting level	30 fc	
lighting control	dual-tech vacancy sensor, manual on/off with dimming	
fixture type	led, indirect or direct	



plan view

furniture/equipment

1. armchair
2. sink
3. upper/base cabinets



axon view

c.4 wellness room (180 SF)

Student Services and Administration

C. Building Support

C.5 Custodial Room

space summary	
purpose	custodial storage
function	building support
occupancy	--
access	building support staff

adjacency	
relationships	building support
connection	direct connection to building support

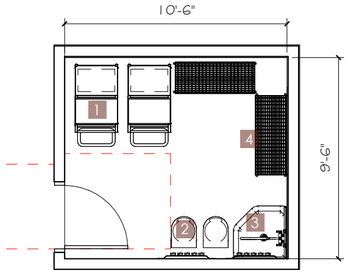
environment	
walls	painted gypsum board
floor	concrete floor with resilient base
ceiling type	exposed
ceiling height	10' min. aff
doors	metal
acoustical/sound	stc 40-45
other	

furniture + equipment	
	mop sink
	storage shelving

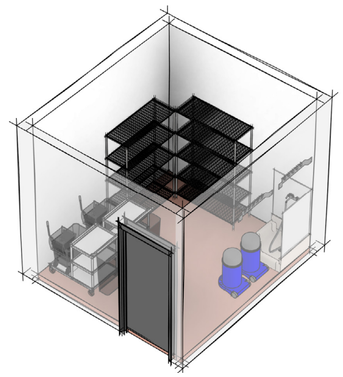
mechanical	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	n/a	
ventilation, ra	n/a	
pressurization	n/a	
exhaust	n/a	
plumbing	mop sink	
fire protection	yes - per nfpa	

electrical	
power	duplex outlets @ 10ft o.c.
phone/data	wireless
audio/video	none
security	general building security

lighting	
lighting level	30 fc
lighting control	dual-tech vacancy sensor, manual on/off with dimming
fixture type	led, indirect or direct



plan view



axon view

furniture/equipment

1. custodial cart
2. vacuum
3. mop sink
4. supply storage

C.5 custodial room (100 SF)

student services and administration

c. building support

c.6 custodial laundry room

space summary	
purpose	facilities staff support
function	building support
occupancy	--
access	facilities staff

adjacency	
relationships	building support
connection	direct connection to building support

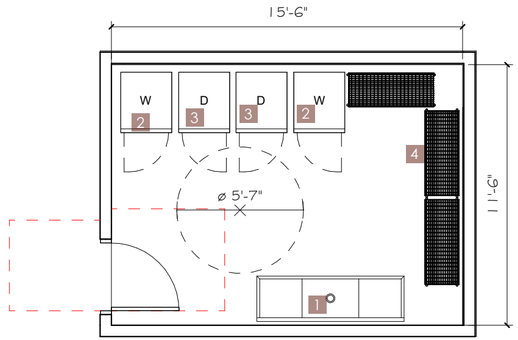
environment	
walls	painted gypsum board with protection
floor	concrete floor with resilient base
ceiling type	exposed
ceiling height	10' min. aff
doors	metal
acoustical/sound	stc 40-45
other	

furniture + equipment	
	mop sink
	storage shelving

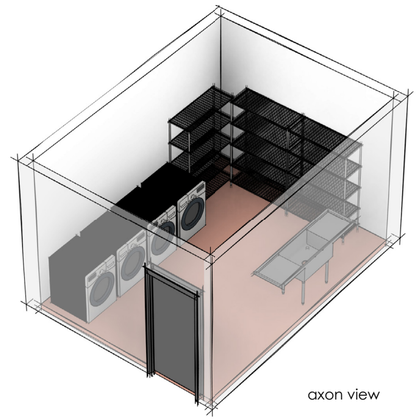
mechanical	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	n/a cfm/person	
ventilation, ra	dryer make up air	
pressurization	negative	
exhaust	dryers plus general	
plumbing	washers and utility sink	
fire protection	yes - per nfpa	

electrical	
power	power to equipment, duplex outlets on non-equipment walls
phone/data	wireless
audio/video	none
security	general building security

lighting	
lighting level	30 fc
lighting control	dual-tech vacancy sensor, manual on/off
fixture type	led, indirect or direct



plan view



axon view

furniture/equipment

1. utility sink
2. washer
3. dryer
4. supply storage

c.6 custodial laundry room (180 SF)

student services and administration

c. building support

c.7 mechanical

space summary	
purpose	building mechanical equipment
function	mechanical room
occupancy	--
access	facilities staff
adjacency	
relationships	building support
connection	direct connection to building support
environment	
walls	painted gypsum board with protection
floor	concrete floor with resilient base
ceiling type	exposed
ceiling height	10' min. aff
doors	metal
acoustical/sound	stc 40-45
other	
furniture + equipment	

mechanical	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	n/a	
ventilation, ra	n/a	
pressurization	n/a	
exhaust	n/a	
plumbing	n/a	
fire protection	yes - per nfpa	
electrical		
power	power for equipment, duplex outlets on non equipment walls	
phone/data	wireless	
audio/video	none	
security	general building security	
lighting		
lighting level	30 fc	
lighting control	dual-tech vacancy sensor, manual on/off	
fixture type	led, indirect or direct	

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c. building support

c.8 electrical

space summary	
purpose	building electrical equipment
function	electrical room
occupancy	--
access	facilities staff
adjacency	
relationships	building support
connection	direct connection to building support
environment	
walls	painted gypsum board with protection
floor	concrete floor with resilient base
ceiling type	exposed
ceiling height	10' min. aff
doors	metal
acoustical/sound	stc 40-45
other	
furniture + equipment	

mechanical	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	n/a	
ventilation, ra	n/a	
pressurization	n/a	
exhaust	n/a	
plumbing	n/a	
fire protection	yes - per nfpa	
electrical		
power	power for equipment, duplex outlets on non equipment walls	
phone/data	wireless	
audio/video	none	
security	general building security	
lighting		
lighting level	30 fc	
lighting control	dual-tech vacancy sensor, manual on/off	
fixture type	led, indirect or direct	

student services and administration

c. building support

c.9 comm rooms - mdf and idf

space summary	
purpose	building communications management
function	communications room
occupancy	--
access	facilities staff
adjacency	
relationships	building support
connection	direct connection to building support
environment	
walls	painted gypsum board with protection
floor	concrete floor with resilient base
ceiling type	exposed
ceiling height	10' min. aff
doors	metal
acoustical/sound	stc 40-45
other	
furniture + equipment	

mechanical	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	n/a	
ventilation, ra	n/a	
pressurization	n/a	
exhaust	n/a	
plumbing	n/a	
fire protection	yes - per nfpa	
electrical		
power	power for equipment, duplex outlets on non equipment walls	
phone/data	wireless	
audio/video	none	
security	general building security	
lighting		
lighting level	30 fc	
lighting control	dual-tech vacancy sensor, manual on/off	
fixture type	led, indirect or direct	

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c. building support

c.10 fire riser

space summary	
purpose	fire riser location
function	fire riser access point
occupancy	--
access	facilities staff, fire department
adjacency	
relationships	building support
connection	direct connection to building support
environment	
walls	painted gypsum board with protection
floor	concrete floor with resilient base
ceiling type	exposed
ceiling height	10' min. aff
doors	metal
acoustical/sound	stc 40-45
other	
furniture + equipment	

mechanical	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	n/a	
ventilation, ra	n/a	
pressurization	n/a	
exhaust	n/a	
plumbing	fire riser	
fire protection	yes - per nfpa	
electrical		
power	power for equipment, duplex outlets on non equipment walls	
phone/data	wireless	
audio/video	none	
security	general building security	
lighting		
lighting level	30 fc	
lighting control	dual-tech vacancy sensor, manual on/off	
fixture type	led, indirect or direct	

student services and administration

c. building support

c.11 general building storage

space summary	
purpose	building storage
function	storage
occupancy	--
access	facilities staff
adjacency	
relationships	building support
connection	direct connection to building support
environment	
walls	painted gypsum board with protection
floor	concrete floor with resilient base
ceiling type	exposed
ceiling height	10' min. aff
doors	metal
acoustical/sound	stc 40-45
other	
furniture + equipment	storage shelving

mechanical	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	n/a	
ventilation, ra	n/a	
pressurization	n/a	
exhaust	n/a	
plumbing	n/a	
fire protection	yes - per nfpa	
electrical		
power	power for equipment, duplex outlets on non equipment walls @ 10ft o.c.	
phone/data	wireless	
audio/video	none	
security	general building security	
lighting		
lighting level	30 fc	
lighting control	dual-tech vacancy sensor, manual on/off	
fixture type	led, indirect or direct	

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c. building support

c.12 building server room

space summary	
purpose	server support
function	server room
occupancy	--
access	facilities staff
adjacency	
relationships	building support
connection	direct connection to building support
environment	
walls	painted gypsum board with protection
floor	concrete floor with resilient base
ceiling type	exposed
ceiling height	10' min. aff
doors	metal
acoustical/sound	stc 40-45
other	
furniture + equipment	

mechanical	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	n/a	
ventilation, ra	n/a	
pressurization	n/a	
exhaust	n/a	
plumbing	fire riser	
fire protection	yes - per nfpa	
electrical		
power	power for equipment, duplex outlets on non equipment walls	
phone/data	wireless	
audio/video	none	
security	general building security	
lighting		
lighting level	30 fc	
lighting control	dual-tech vacancy sensor, manual on/off	
fixture type	led, indirect or direct	

maintenance - facilities

maintenance - facilities						
space	**space name**		**sf/ occ.**	**size (sf)**	**quantity**	**total nsf**
a	facilities					
a.1	maintenance building - vehicle storage			500	1	500
a.2	maintenance building - tools and equipment			1200	1	1200
a.3	maintenance - workbench and small tools			300	1	300
				department total:		**4,320 sf**

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maintenance - facilities

a. facilities - possible separate building

a.1 maintenance building - vehicle storage

space summary	
purpose	maintenance/facilities support
function	vehicle storage
occupancy	--
access	facilities staff
adjacency	
relationships	maintenance - facilities
connection	located in outbuilding
environment	
walls	painted gypsum board with protection
floor	concrete floor with resilient base
ceiling type	exposed
ceiling height	10' min. aff
doors	metal
acoustical/sound	stc 40-45
other	
furniture + equipment	

mechanical	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	n/a	
ventilation, ra	n/a	
pressurization	n/a	
exhaust	n/a	
plumbing	n/a	
fire protection	yes - per nfpa	
electrical		
power	power for equipment, duplex outlets on non equipment walls @ 10ft o.c.	
phone/data	wireless	
audio/video	none	
security	general building security	
lighting		
lighting level	30 fc	
lighting control	dual-tech vacancy sensor, manual on/off	
fixture type	led, indirect or direct	

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maintenance - facilities

a. facilities - possible separate building

a.2 maintenance building - tools and equipment

space summary	
purpose	maintenance/facilities support
function	tool storage
occupancy	--
access	facilities staff
adjacency	
relationships	maintenance - facilities
connection	located in outbuilding
environment	
walls	painted gypsum board with protection
floor	concrete floor with resilient base
ceiling type	exposed
ceiling height	10' min. aff
doors	metal
acoustical/sound	stc 40-45
other	
furniture + equipment	

mechanical	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	n/a	
ventilation, ra	n/a	
pressurization	n/a	
exhaust	n/a	
plumbing	n/a	
fire protection	yes - per nfpa	
electrical		
power	power for equipment, duplex outlets on non equipment walls @ 10ft o.c.	
phone/data	wireless	
audio/video	none	
security	general building security	
lighting		
lighting level	30 fc	
lighting control	dual-tech vacancy sensor, manual on/off	
fixture type	led, indirect or direct	

maintenance - facilities

a. facilities - possible separate building

a.3 maintenance building - workbench and small tools

space summary	
purpose	maintenance/facilities support
function	work area
occupancy	--
access	facilities staff

adjacency	
relationships	maintenance - facilities
connection	located in outbuilding

environment	
walls	painted gypsum board with protection
floor	concrete floor with resilient base
ceiling type	exposed
ceiling height	10' min. aff
doors	metal
acoustical/sound	stc 40-45
other	

furniture + equipment	

mechanical	summer	winter
temperature	75°f	72°f
setpoint adjust	yes	yes
range, idle	+/- 4	+/- 4
setback	85°f	60°f
dewpoint	55°f	38°f
ventilation, rp	n/a	
ventilation, ra	n/a	
pressurization	n/a	
exhaust	n/a	
plumbing	n/a	
fire protection	yes - per nfpa	

electrical	
power	power for equipment, duplex outlets on non equipment walls @ 10ft o.c.
phone/data	wireless
audio/video	none
security	general building security

lighting	
lighting level	30 fc
lighting control	dual-tech vacancy sensor, manual on/off
fixture type	led, indirect or direct

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space

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space

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room
data

appendix

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cost analysis

PROJECT ESTIMATE	CONSTRUCTION CONTROL CORPORATION	10/23/2023

PROJECT NAME.....MOUNTAINLAND TECHNICAL COLLEGE
LOCATION.....HEBER CITY , UTAH
ARCHITECT.....AJC 92,113 SF
STAGE OF DESIGN.....PROGRAMMING

CSI #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
	BUILDING COST SUMMARY				
02	**EXISTING CONDITIONS**			$ 4.32	$ 398,297
03	**CONCRETE**			$ 13.69	$ 1,260,851
04	**MASONRY**			$ 9.29	$ 855,694
05	**METALS**			$ 43.42	$ 3,999,627
06	**WOODS & PLASTICS**			$ 13.43	$ 1,236,686
07	**THERMAL & MOISTURE PROTECTION**			$ 28.79	$ 2,652,116
08	**DOORS & WINDOWS**			$ 17.77	$ 1,636,732
09	**FINISHES**			$ 53.56	$ 4,933,884
10	**SPECIALTIES**			$ 3.16	$ 290,985
11	**EQUIPMENT**			$ 6.32	$ 581,970
12	**FURNISHINGS**			$ -	$ -
13	**SPECIAL CONSTRUCTION**			$ -	$ -
14	**CONVEYING SYSTEMS**			$ 1.03	$ 94,770
21	**FIRE SUPPRESSION**			$ 5.27	$ 484,975
22	**PLUMBING**			$ 18.95	$ 1,745,910
23	**HVAC**			$ 68.45	$ 6,304,674
26	**ELECTRICAL**			$ 41.50	$ 3,822,343
27	**COMMUNICATION**			$ 14.74	$ 1,357,930
28	**ELECTRONIC SAFETY & SECURITY**			$ 8.48	$ 780,810
31	**EARTHWORK**			$ 11.81	$ 1,088,174
32	**EXTERIOR IMPROVEMENTS**			$ 35.40	$ 3,261,172
33	**UTILITIES**			$ 6.07	$ 558,900
	SUBTOTAL			$ 405.44	$ 37,346,498
	GENERAL CONDITIONS	6%		$ 24.33	$ 2,240,790
	BONDS & INSURANCE	1.7%		$ 7.31	$ 672,984
	OVERHEAD & PROFIT	3.5%		$ 15.30	$ 1,409,110
	DESIGN CONTINGENCY	15%		$ 60.82	$ 5,601,975
	TOTAL CONSTRUCTION COST			$ 513.19	$ 47,271,356

ESTIMATE BASED ON ANTICIPATED CONSTRUCTION COSTS FOR WORK CONSTRUCTED ON THE WASATCH FRONT - REMOTE LOCATIONS MAY ADD AN ADDITIONAL 5% - 15%

Building Perimeter	**1,283**
Slab on Grade	**71,395**
Floor Structure area	**20,718**
Floor to Floor Height	**15**
Level	**2**
Curtain Wall Percentage	**15%**
Storefront Percentage	**15%**
Brick Percentage	**55%**
Metal Panel	**10%**
Cementitious Siding	**5%**

PROJECT ESTIMATE	CONSTRUCTION CONTROL CORPORATION	10/23/202

PROJECT NAME.....MOUNTAINLAND TECHNICAL COLLEGE
LOCATION.....HEBER CITY , UTAH
ARCHITECT.....AJC 92,113 SF
STAGE OF DESIGN.....PROGRAMMING

CSI #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
02	**EXISTING CONDITIONS**				
	Site Clearing	445,000	SF	$ 0.90	$ 398,297
	TOTAL EXISTING CONDITIONS				$ 398,297
03	**CONCRETE**				
	Continuous Footing	380	CY	$ 573.89	$ 218,085
	Spot Footing	380	CY	$ 605.48	$ 230,090
	Foundation Wall	2,565	SF	$ 57.92	$ 148,555
	Slab on Grade	71,395	SF	$ 6.58	$ 469,855
	Topping Slab 6.5"	20,718	SF	$ 7.96	$ 164,925
	Vapor Barrier	71,395	SF	$ 0.41	$ 29,329
	TOTAL CONCRETE				$ 1,260,851
04	**MASONRY**				
	Masonry Exterior	22,573	SF	$ 37.91	$ 855,694
	TOTAL MASONRY				$ 855,694
05	**METALS**				
	Floor Structural Steel (14#/SF)	290,052	LB	$ 3.47	$ 1,007,902
	Roof Structural Steel (9#/SF)	646,155	LB	$ 3.47	$ 2,245,324
	Metal Floor Deck	20,718	SF	$ 6.27	$ 129,806
	Metal Roof Deck	71,795	SF	$ 6.16	$ 442,267
	Decorative Stairs	168	SF	$ 210.60	$ 35,381
	Metal Pan Stairs	672	SF	$ 78.98	$ 53,071
	Decorative Freestanding Rail	68	LF	$ 368.55	$ 25,061
	Freestanding Railing	152	LF	$ 300.11	$ 45,616
	Wall Railing	152	LF	$ 100.04	$ 15,205
	TOTAL METALS				$ 3,999,627
06	**WOOD & PLASTICS**				
	Carpentry				
	Wood Plates & Blocking	92,113	SF	$ 0.79	$ 72,746
	Subtotal for Carpentry				$ 72,746
	Millwork	92,113	SF	$ 12.64	$ 1,163,940
	TOTAL WOOD & PLASTICS				$ 1,236,686
07	**THERMAL & MOISTURE PROTECTION**				
	Roof Membrane	71,795	SF	$ 6.05	$ 434,707
	Rigid Roof Insulation	71,795	SF	$ 6.58	$ 472,501
	Roof Protection Board	71,795	SF	$ 2.79	$ 200,346
	Roof Vapor Barrier	71,795	SF	$ 3.69	$ 264,600
	Rigid Wall Insulation	28,729	SF	$ 4.05	$ 116,476
	Wall Batt Insulation	28,729	SF	$ 1.16	$ 33,277
	Weather Barrier	28,729	SF	$ 3.84	$ 110,415
	Exterior Sheathing	28,729	SF	$ 2.37	$ 68,061
	Rigid Foundation Insulation	2,565	SF	$ 3.16	$ 8,102
	Foundation Drain	1,023	LF	$ 41.07	$ 42,015
	Foundation Waterproofing	2,565	SF	$ 10.16	$ 26,065
	Sound Batt	158,762	SF	$ 1.32	$ 208,977
	Metal Wall Panel	4,104	SF	$ 57.92	$ 237,691
	Cementitious Siding	2,052	SF	$ 68.45	$ 140,455
	Roof Screen Wall w/ Structure			$ -	NIC
	Metal Roof Cap	1,023	LF	$ 21.74	$ 22,241
	Flashing & Sheet Metal	2,046	SF	$ 6.84	$ 14,005
	Fireproofing	92,113	SF	$ 2.37	$ 218,233

PROJECT ESTIMATE	CONSTRUCTION CONTROL CORPORATION	10/23/2023

PROJECT NAME.....MOUNTAINLAND TECHNICAL COLLEGE
LOCATION.....HEBER CITY , UTAH
ARCHITECT.....AJC 92,113 SF
STAGE OF DESIGN.....PROGRAMMING

CSI #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
	Caulking & Sealing	92,113	SF	$ 0.37	$ 33,948
	TOTAL THERMAL & MOISTURE PROTECTION				$ 2,652,116
08	**DOORS & WINDOWS**				
	Doors - Interior & Exterior	92,113	SF	$ 5.56	$ 512,134
	Shading Devices	2,770	SF	$ 84.24	$ 233,371
	Curtainwall	6,156	SF	$ 84.24	$ 518,603
	Storefront Glazing	6,156	SF	$ 52.65	$ 324,127
	Skylight Glazing				NIC
	Interior Glazing	921	SF	$ 52.65	$ 48,497
	TOTAL DOORS & WINDOWS				$ 1,636,732
09	**FINISHES**				
	Exterior MS Wall Framing	41,042	SF	$ 8.42	$ 345,735
	Interior Partition Framing	152,880	SF	$ 6.32	$ 965,895
	Shaft Wall	2,078	SF	$ 13.35	$ 27,746
	Stairwell Wall Rated	3,804	SF	$ 10.19	$ 38,777
	Gyp. Wallboard	356,488	SF	$ 2.84	$ 1,013,532
	Ceilings - Healthcare	16,879	SF	$ 10.53	$ 177,736
	Ceilings -Trades	32,432	SF	$ 6.32	$ 204,905
	Ceilings - Apprenticeship & Manufacturing	6,103	SF	$ 6.32	$ 38,559
	Ceilings - Service Trades	12,991	SF	$ 6.32	$ 82,077
	Ceilings - Technology	3,839	SF	$ 6.32	$ 24,255
	Ceilings - Student Support, Admin & Building Support	17,369	SF	$ 10.53	$ 182,896
	Ceilings - Maintenance	2,501	SF	$ 4.21	$ 10,534
	Flooring - Healthcare	16,879	SF	$ 10.53	$ 177,736
	Flooring - Trades	32,432	SF	$ 4.21	$ 136,604
	Flooring - Apprenticeship & Manufacturing	6,103	SF	$ 4.21	$ 25,706
	Flooring - Service Trades	12,991	SF	$ 4.21	$ 54,718
	Flooring - Technology	3,839	SF	$ 6.32	$ 24,255
	Flooring - Student Support, Admin & Building Support	17,369	SF	$ 10.53	$ 182,896
	Flooring - Maintenance	2,501	SF	$ 14.74	$ 36,870
	Base	5,941	LF	$ 6.32	$ 37,538
	Paint Gyp. Wallboard	356,488	SF	$ 1.11	$ 394,151
	Wall Finishes	356,488	SF	$ 2.11	$ 750,764
	TOTAL FINISHES				$ 4,933,884
10	**SPECIALTIES**	92,113	SF	$ 3.16	$ 290,985
11	**EQUIPMENT**				
	Equipment	92,113	SF	$ 6.32	$ 581,970
	TOTAL EQUIPMENT				$ 581,970
12	**FURNISHINGS**				
	TOTAL FURNISHINGS				$ -
13	**SPECIAL CONSTRUCTION**				
	TOTAL SPECIAL CONSTRUCTION				$ -
14	**CONVEYING SYSTEMS**				
	Passenger Elevator - 2 Stop	1	EA	$ 94,770.00	$ 94,770
	TOTAL CONVEYING SYSTEMS				$ 94,770
21	**FIRE SUPPRESSION**				

PROJECT ESTIMATE	CONSTRUCTION CONTROL CORPORATION	10/23/2023

PROJECT NAME.....MOUNTAINLAND TECHNICAL COLLEGE
LOCATION.....HEBER CITY , UTAH
ARCHITECT.....AJC 92,113 SF
STAGE OF DESIGN.....PROGRAMMING

CSI #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
	Fire Suppression System	92,113	SF	$ 5.27	$ 484,975
	TOTAL FIRE SUPPRESSION				$ 484,975
22	**PLUMBING**	92,113	SF	$ 18.95	$ 1,745,910
23	**HVAC**	92,113	SF	$ 68.45	$ 6,304,674
26	**ELECTRICAL**				
	Service & Distribution	92,113	SF	$ 10.53	$ 969,950
	Power	92,113	SF	$ 9.48	$ 872,955
	Site Electrical	203,000	SF	$ 2.11	$ 427,518
	Lighting	92,113	SF	$ 16.85	$ 1,551,920
	TOTAL ELECTRICAL				$ 3,822,343
27	**COMMUNICATIONS**				
	Telecommunications	92,113	SF	$ 8.42	$ 775,960
	A/V	92,113	SF	$ 6.32	$ 581,970
	TOTAL COMMUNICATIONS				$ 1,357,930
28	**ELECTRONIC SAFETY & SECURITY**				
	Fire/Smoke System	92,113	SF	$ 3.21	$ 295,835
	Security System, Surveillance	92,113	SF	$ 5.27	$ 484,975
	TOTAL ELECTRONIC SAFETY & SECURITY				$ 780,810
31	**EARTHWORK**				
	Building Excavation	15,866	CY	$ 10.53	$ 167,064
	Overexcavation				TBD
	Deep Foundation Systems				TBD
	Permanent Shoring				N/A
	Temporary Shoring				N/A
	Backfill & Compaction w/ Imported Fill	7,140	CY	$ 42.12	$ 300,716
	Haul Away Excess	15,866	CY	$ 15.80	$ 250,596
	Building Grading	71,395	SF	$ 1.05	$ 75,179
	Gravel Under Slab	1,396	Ton	$ 57.92	$ 80,859
	Site Grading	203,000	SF	$ 1.05	$ 213,759
	TOTAL EARTHWORK				$ 1,088,174
32	**SITE IMPROVEMENTS**				
	Site Improvements per Civil Engineer	1	LS	$ 1,551,100.00	$ 1,551,100
	Landscaping	203,000	SF	$ 8.42	$ 1,710,072
	TOTAL SITE IMPROVEMENTS				$ 3,261,172
33	**UTILITIES**				
	Site Utilities per Civil Engineer	1	LS	$ 558,900.00	$ 558,900
	TOTAL UTILITIES				$ 558,900

visioning principles

The Steering Committee discussed a series of topics related to the challenges and opportunities specific to the site. The following principles summarize the key topics and concepts that were identified during the discussion. These concepts guided all aspects of the programming process and resulted in the preferred stacking scheme.



exciting



collaborative



welcoming



efficient



timeless



contextual



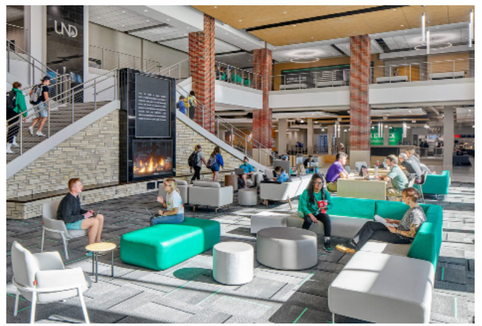
The concept of **welcoming** architecture involves designing spaces that are accessible, inclusive, and inviting, creating a sense of comfort and belonging for all who enter.

welcoming

elevated | refined | approachable



amherst, massachusetts | olver design building



university of north dakota | student union



amherst, massachusetts | amherst science center



learning commons | kettering university



The concept of **timeless** architecture involves designing buildings that transcend a particular style or era, and instead embody enduring principles of good design, functionality, and beauty.

timeless

functional | durable | enduring



The idea of putting **learning on display** architecturally involves designing educational spaces that showcase and celebrate the learning process through the use of visible learning artifacts and intentional design.

exciting

compelling | engaging | enjoyable



london, united kingdom | research laboratory



SLCC Westpointe



learning commons | kettering university



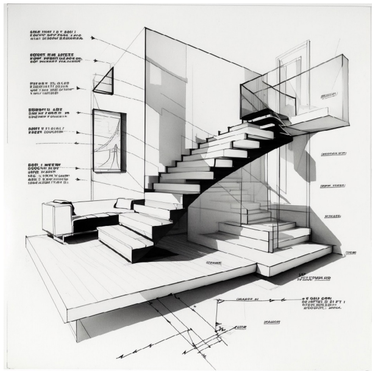
longwood, florida | lyman high school



Collaboration study spaces are important because they provide a supportive and engaging environment that fosters teamwork, communication, and the exchange of ideas, leading to enhanced learning outcomes and critical thinking skills.

collaborative

inclusive | accessible | synergistic



Efficient use of space in design is important because it optimizes functionality, minimizes wasted space and resources, enhances user experience, and can reduce costs, leading to a more sustainable and effective design solution.

efficient

flexible | durable | practical



learning commons | kettering university



melbourne, australia | university of melbourne



HISTORIC COLORS OF AMERICA

heber city design guidelines | section 313 - building color



heber city, utah | downtown heber city



The concept of **contextually** sensitive architectural design involves creating buildings and spaces that respond to and respect their surroundings, taking into consideration the local culture, history, climate, and natural environment to create a harmonious and sustainable design solution.

contextual

community | relevant | approachable

site appraoch - "Invite" scheme

site boundary

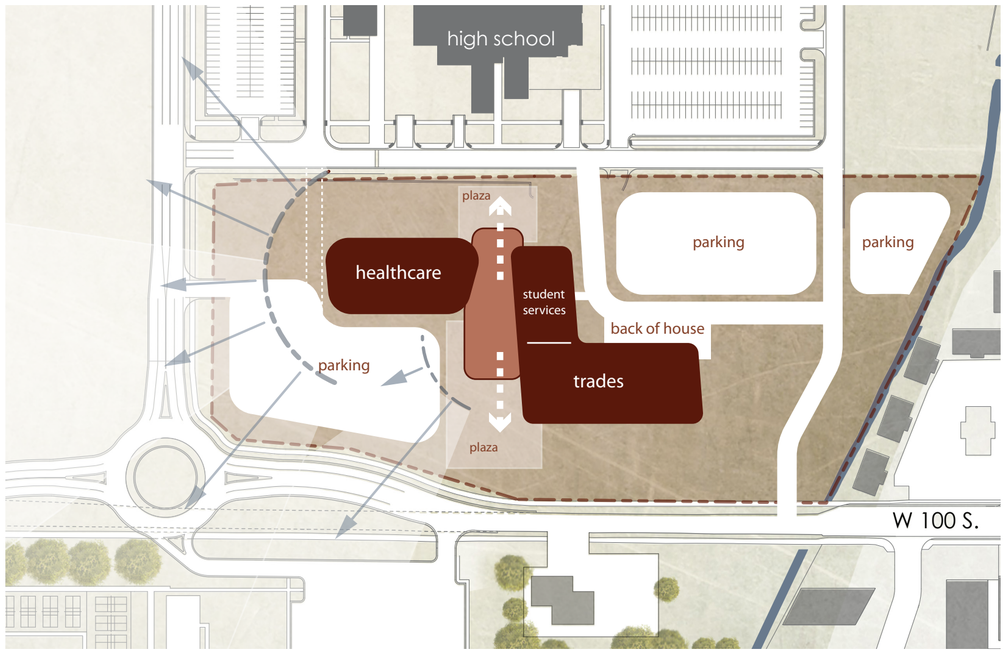


Figure 6.12.1 site approach diagram - invite

site scheme - Invite

site boundary



Figure 6.13.1 building adjacencies with site context - invite

06 appendix

adjacency diagram - Invite

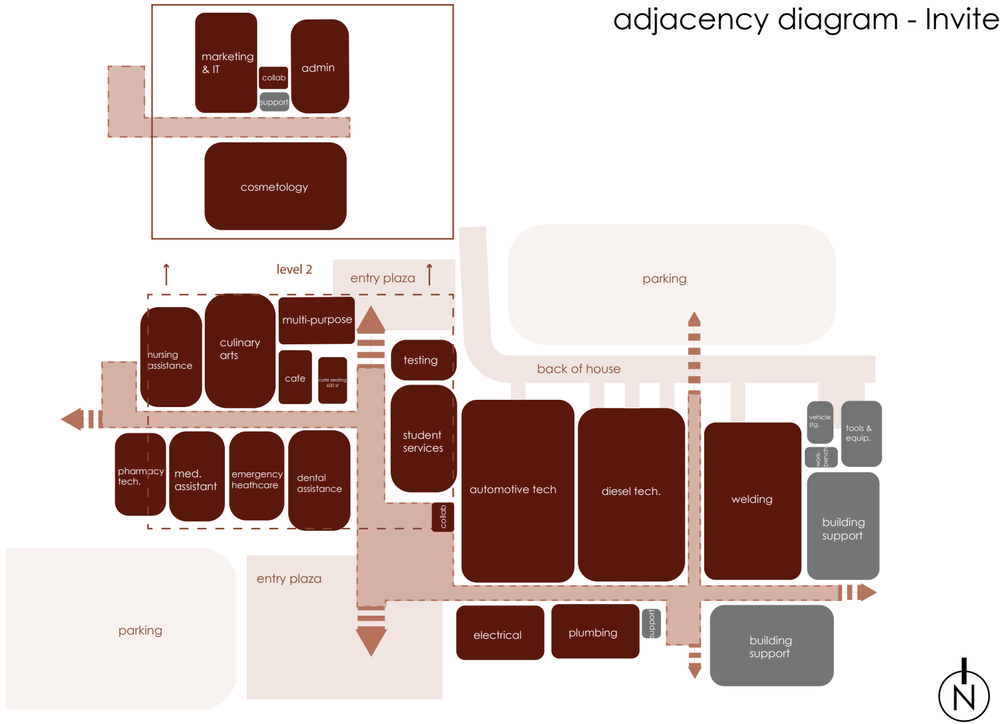


Figure 6.14.1 building adjacency diagram - invite

site approach - "exhibit" scheme

site boundary



Figure 6.15.1 site approach diagram - exhibit

site approach - exhibit

site boundary

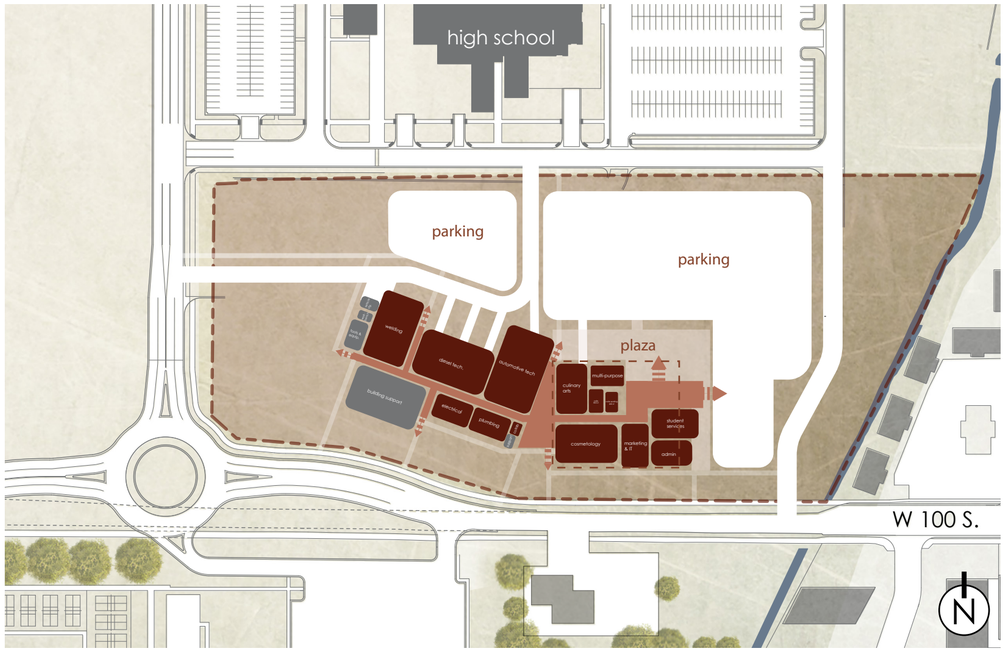


Figure 6.16.1 building adjacencies with site context - exhibit

adjacency diagram - exhibit

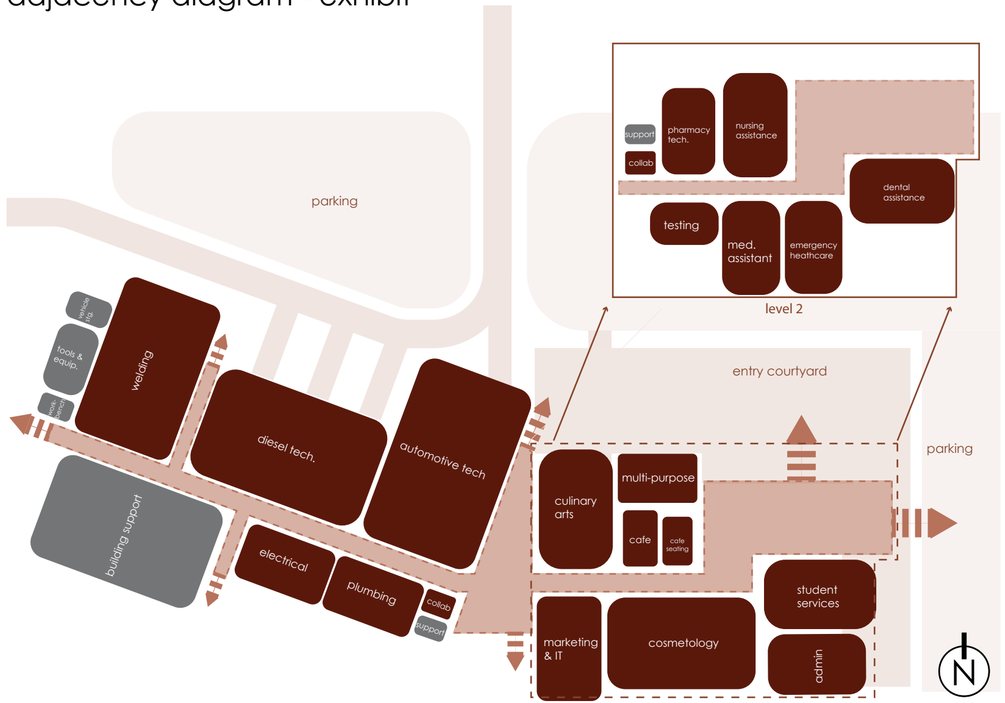


Figure 6.17.1 building adjacency diagram - exhibit

site approach - “sightline” scheme

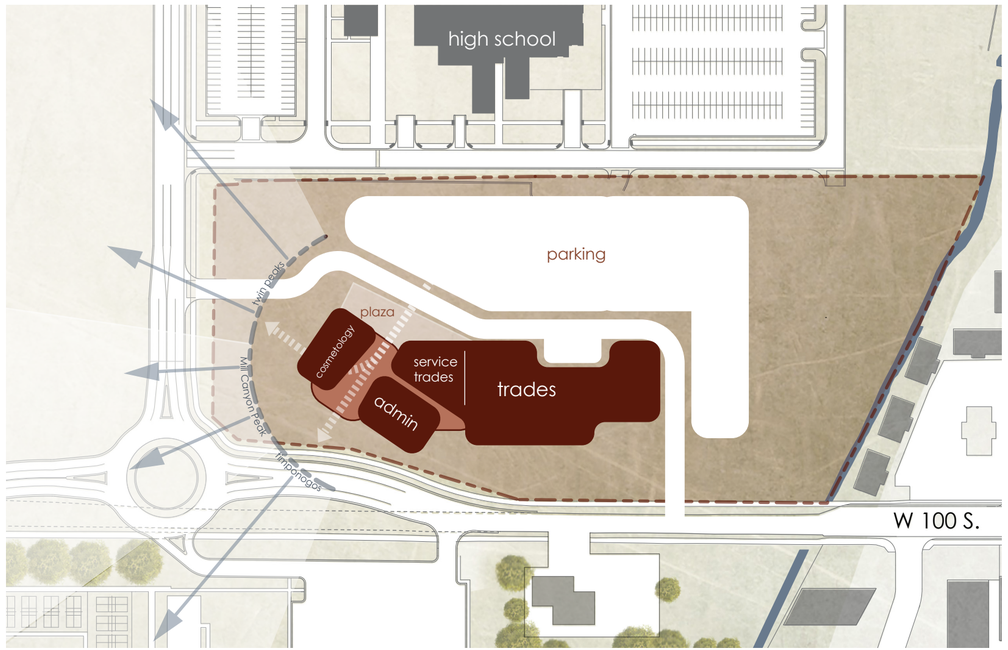


Figure 6.18.1 site approach diagram - sightline

site scheme - sightline



Figure 6.19.1 building adjacency diagram - siteline

adjacency diagram - sightline

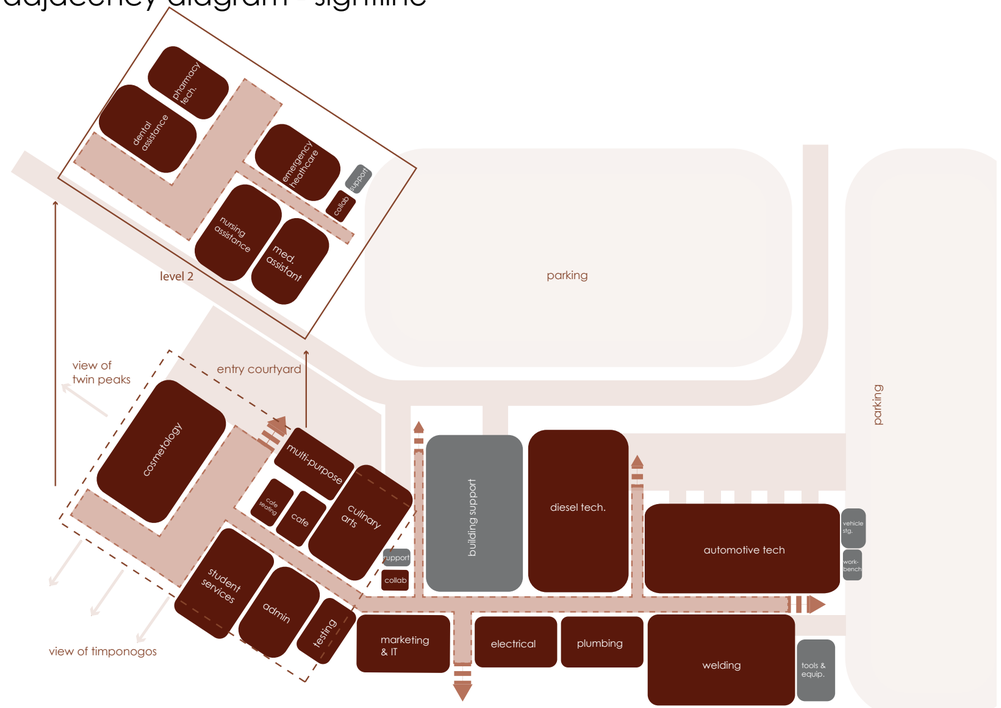


Figure 6.20.1 building adjacency diagram - sightline

heber city - 2022 impact fee summary

impact fees

Although the total build-out of Heber City is not anticipated for many decades, proper planning of the City's public facilities should occur now. The collection of impact fees from new development is one way to offset the cost of adding and/or expanding the existing infrastructure. The following table summarizes the anticipated impact fees for facilities including Culinary Water, Sanitary Sewer, Streets, Storm Drainage, Pressurized Irrigation and Parks and Trails. The recommended impact fees will fund the necessary improvements to the City's infrastructure that will maintain City and State standards.

	facility	2022 impact fees	units
culinary water:	residential non-residntial	$2,610 $2,610 $4,640 $10,440 $18,560 $41,759 $74,239	ERU* 0.75-inch 1.00-inch 1.50-inch 2.00-inch 3.00-inch 4.00-inch
sanitary sewer:		$2,038	ERU*
streets:	single family multi family non-residential***	$1,989 $1,156 $116	dwelling unit dwelling unit trip generated
storm drainage:	single family multi family non-residential	$0 $0 $0	dwelling unit dwelling unit trip generated
pressurized irrigation:	residential non-residntial	$1,045 $0.15	ERI* Landscape SF
parks/trails	residential multi family	$3,589 $2,746	dwelling unit dwelling unit
public safety:	single family multi family non-residential	$203.79 $171.55 $0.49	dwelling unit dwelling unit per SF
total per ERU (typical residential)	(typical residential)	$11,474.79	ERU*

* equivalent residential unit **subsidized by other funding ***12/21/21 ENR Index = 12,481.82

In addition to Heber City's impact fees, the City also collects a $4170.00 per ERU sewer impact fee for the Heber Valley Special Service District.

annual adjustment of impact fees

Since population growth, property values, inflation, zoning, and other variables change from year to year and affect the cost of new public facilities, it is in the best interest of Heber City to ensure that the impact fees are adjusted periodically.

The City has adopted a policy that indexes the cost of improvements to inflation and automatically adjusts impact fees. The index used is the Engineering News Record (ENR) 20 City Construction Cost Index. The ENR December 2017 index of 10,870.06 will be deemed the base index. An annual adjustment to fees will be made each January 1st based on the percentage change between the December 2017 index and the December index proceeding the current year.

HPBS Checklist

	Programming	Schematic Design	Design Development	Construction Documents	Construction Administration	Pre-Occupancy	Post-Occupancy	1-Year Walkthrough
Integrated Design								
Submit High Performance Workshop Minutes	☑	☐						
Submit Owner's Project Requirements	☑	☐	☐	☐				
Submit User Manual						☐		
Community-Oriented Design								
OPR - Planning Document Review Summary	☑	☐						
BOD - Community Orientated Design		☐	☐	☐				
Pedestrian Pathways Identified on Site Plan	☑	☐	☐	☐				
Transportation Management								
DFCM Baseline Parking Quantities Identified	☑							
OPR - Alternative Transportation Management Expectations	☑	☐						
BOD - Alternative Transportation Management Stragegy		☐	☐	☐				
Bicycle Racks Identified on Site Plan			☐	☐				
Transportation Management Strategies Implemented							☐	
Site Design								
OPR - Building Location and Orientation	☑							
Acess Paths Identified on Site Plan		☐	☐	☐				
OPR - Stormwater Management Expectations			☐	☐				
BOD - Stormwater Management Strategy		☐						
Stormwater Management System Identified on Site Plan			☐	☐				
Specify and Install Appropriate Systems				☐	☐			
OPR - Heat Island Reduction	☑	☐	☐	☐				
BOD - Heat Island Reduction Plan		☐	☐	☐				
Appropriate Materials Identified on Site Plan			☐	☐				
Specify and Install Appropriate Materials				☐	☐			
OPR - Light Pollution Reduction	☑	☐						
BOD - Light Pollution Reduction Strategy		☐	☐	☐				
Appropriate Fixtures Identified on Site Lighting Plan				☐	☐			
Specify and Install Appropriate Fixtures				☐	☐			
Building Performance								
Energy Modeling								
OPR - Energy Performance Expectations - EUI Target	☑							
Energy Model - Actual EUI		☐	☐					
Life-Cycle Cost Analysis		☐	☐					
Commissioning - Energy Verification Period							☐	☐

	Programming	Schematic Design	Design Development	Construction Documents	Construction Administration	Pre-Occupancy	Post-Occupancy	1-Year Walkthrough
Water Use Reduction								
OPR - Landscape Water Use Expectations	☑	☐						
WaterSense Water Budget	☑	☐						
BOD - Landscape Water Approach		☐	☐	☐				
Landscape Maintenance Schedule						☐		
OPR - Building Water Use Expectations	☑	☐						
BOD - Building and Process Water Use Strategy		☐	☐	☐				
Specify and Install Water Sense Certified Fixtures				☐	☐			
Building Envelope Performance / Commissioning								
BOD - Building Envelope Performance Strategy		☐	☐	☐				
Design Coordination Meeting		☐	☐	☐				
Building Envelope Commissioning Plan				☐				
Design Review			☐	☐				
Specify Functional Performance and Testing Requirements				☐				
Building Envelope Pre Construction and Construction Meetings					☐			
Mock Up Coordination and Testing					☐			
Observations and Testing					☐			
Whole Building Air Leakage Testing						☐		
Building Enclosure Maintenance Manual						☐		
Building System Performance / Commissioning								
OPR -Building System Performance Expectations	☑	☐						
BOD - Building System Performance Strategy	☑	☐	☐	☐				
Design Coordination Meeting			☐	☐				
Building System Commissioning Plan				☐				
Design Review			☐	☐				
Utility Incentive Coordination			☐	☐		☐		
Specify Functional Performance and Testing Requirements				☐				
Building System Pre Construction and Construction Meetings					☐			
Observations and Testing					☐			
Building System Training					☐	☐		
Building System Maintenance Manual						☐		
Warranty Phase Commissioning / Energy Performance Verification							☐	☐

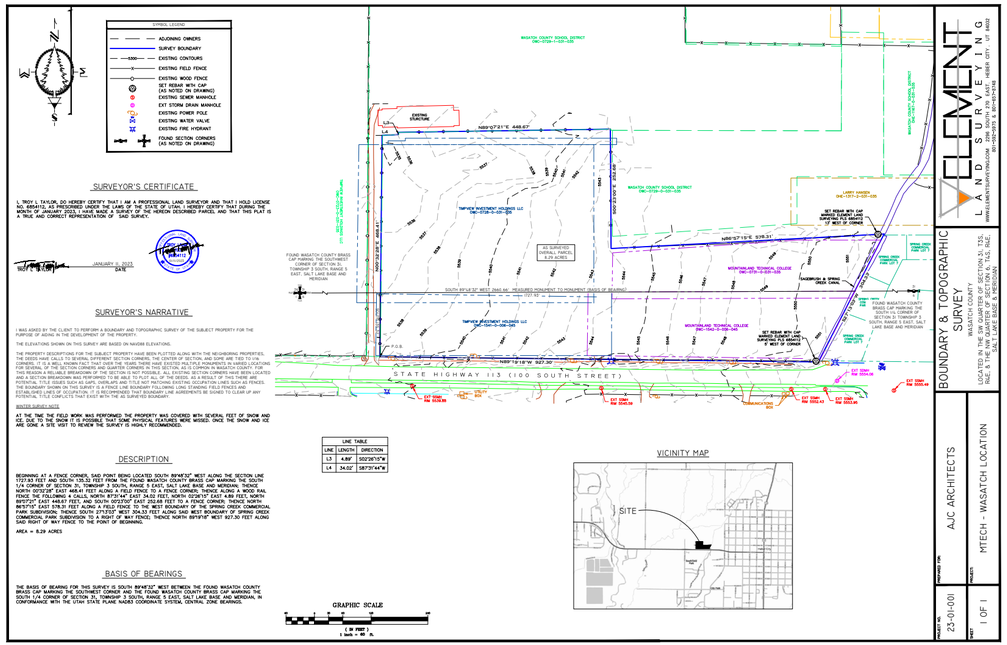
HPBS checklist

	Programming	Schematic Design	Design Development	Construction Documents	Construction Administration	Pre-Occupancy	Post-Occupancy	1-Year Walkthrough
BAS Tagging and Metering								
OPR - Metering Expectations	☑	☐						
BOD - Metering Strategy	☑	☐	☐	☐				
Meters designed, installed and commisioned				☐		☐		
Fault Detection						☐		
Data Point and Tagging					☐			
Building Performance Monitoring								
See Appendix D								
Energy Star Purchasing								
OPR - Energy Efficient Equipment Purchasing Expectations	☑	☐						
BOD - Energy Efficient Equipment Purchasing Standard		☐	☐	☐				
Pruchase Energy Efficient Equipment						☐		
Material Impact Reduction								
OPR - Sustainable Material Requirements	☑	☐						
BOD - Sustainable Material Strategy		☐	☐	☐				
Specify and Install Appropriate Materials				☐	☐			
Locate water Bottle Filling Stations on Plans				☐				
Submit Construction Waste Management Plan					☐			
BOD - Post-Occupancy Recycling Strategy		☐	☐	☐				
OPR - Durable Material Requirements	☑	☐						
BOD - Material Durability Strategy		☐	☐	☐				
Locate Recycling Areas on Floor Plans				☐				
Track Regional and Recycled Content					☐			
Provide Material Compliance Letter to DFCM						☐		
Occupant Wellness								
OPR - Indoor Air Quality Requirements	☑	☐						
BOD - Indoor Air Quality Design Strategy		☐	☐	☐				
BOD - Operations Indoor Air Quality Management Strategy		☐	☐	☐		☐		
Submit Construction Indoor Air Quality Management Plan					☐			
Track VOC Content and Low-Emitting Test Standards					☐			
Provide Material Compliance Letter to DFCM						☐		
OPR - Hazardous Material Management Requirements	☑	☐						
BOD - Hazardous Material Management Strategy		☐	☐	☐				
OPR - Daylight and View Requirements	☑	☐						
BOD - Daylight and View Strategy		☐	☐	☐				
Daylight and View Plan				☐				

01 summary
02 site
03 space
04 space
05 room data
06 appendix

	Programming	Schematic Design	Design Development	Construction Documents	Construction Administration	Pre-Occupancy	Post-Occupancy	1-Year Walkthrough
OPR - Environmental Control Requirements	☑	☐						
BOD - Environmental Control Strategy		☐	☐	☐				
OPR - Health and Productivity Requirements	☑	☐						
BOD - Health and Productivity Strategy		☐	☐	☐				
Education and Outreach								
Specify User Education and Outreach Requirements				☐		☐		
Submit Sustainability Signage						☐		
Specify Facility Management Traning Requirements				☐				
Facilities Management Training					☐	☐	☐	
Submit Installation and Training Video(s)						☐		
Submit User Manual						☐		
Occupant Wellness								
OPR - Indoor Air Quality Requirements	☑	☐						
BOD - Indoor Air Quality Design Strategy		☐	☐	☐				
BOD - Operations Indoor Air Quality Management Strategy		☐	☐	☐		☐		
Submit Construction Indoor Air Quality Management Plan					☐			
Track VOC Content and Low-Emitting Test Standards					☐			
Provide Material Compliance Letter to DFCM						☐		
OPR - Hazardous Material Management Requirements	☑	☐						
BOD - Hazardous Material Management Strategy		☐	☐	☐				
OPR - Daylight and View Requirements	☑	☐						
BOD - Daylight and View Strategy		☐	☐	☐				
Daylight and View Plan				☐				
OPR - Environmental Control Requirements	☑	☐						
BOD - Environmental Control Strategy		☐	☐	☐				
OPR - Health and Productivity Requirements	☑	☐						
BOD - Health and Productivity Strategy		☐	☐	☐				
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Specify Facility Management Traning Requirements				☐				
Facilities Management Training					☐	☐	☐	
Submit Installation and Training Video(s)						☐		
Submit User Manual						☐		

site survey



geotechnical report

Important Note:

The following geotechnical report was provided for the planned high school directly north of the project site. because subsurface conditions can vary, the report should be considered for reference only and detailed geotechnical information should be obtained by a site specific geotechnical investigation.

AGEC
Applied GeoTech

GEOTECHNICAL INVESTIGATION

PROPOSED HEBER CITY HIGH SCHOOL

300 NORTH 1000 WEST

HEBER CITY, UTAH

PREPARED FOR:

WASATCH SCHOOL DISTRICT
C/O BERG ENGINEERING
380 EAST MAIN STREET
MIDWAY, UT 84049

ATTENTION: PAUL BERG

PROJECT NO. 1190318

JUNE 11, 2019
REVISED JANUARY 24, 2023

600 West Sandy Parkway • Sandy, Utah 84070 • (801) 566-6399 • www.agecinc.com

geotechnical report

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SUMMARY OF LABORATORY TEST RESULTS	TABLE II

EXECUTIVE SUMMARY

1. Borings B-2, B-1A, B-2A, B-3, B-3A, B-4 and B-4A were drilled and Test Pit TP-1 was excavated in the general area of the proposed main school building to depths of approximately 15½ to 30½ feet. Approximately 1 to 2 feet of topsoil was encountered overlying lean clay, which extends to depths ranging from approximately 5 to 15½ feet below the ground surface except in Boring B-4A where gravel was encountered below the topsoil. Gravel with some clay layers was generally encountered below the clay and extends to the full depth investigated.

   Borings B-5, B-6 and B-7 were drilled in the area of the proposed athletic building to depths of approximately 15½ to 20½ feet. These borings encountered approximately 1½ to 2½ feet of topsoil overlying clay, which extends to depths of approximately 8 to 14½ feet. Gravel was encountered below the clay to the maximum depth of the borings.

   Test Pits TP-2 through TP-23 were excavated to a depth of approximately 5 feet in areas of proposed parking lots, access roads, courts and play fields. These test pits encountered approximately ½ to 2½ feet of topsoil overlying clay except in Test Pits TP-14 and TP-17 where gravel was encountered below the topsoil. Sand and gravel were encountered below the clay in some of the test pits and clay was encountered below the gravel in Test Pits TP-14 and TP-17.

2. Subsurface water was measured on May 28, 2019 at depths ranging from approximately 1½ to 8 feet below the ground surface. The shallowest depth to water is generally near the creeks along the north end and through the middle of the site.

   Subsurface water was measured January 10, 2023 at depths of approximately 7, 9, 5, 14, 8½ and 4½ feet in Borings B-1A, B-2A, B-3A, B-4A, B-6 and B-7, respectively. These water depths are likely influenced by significant snow melt occurring when the water was checked.

3. The proposed buildings may be supported on spread footings bearing on at least 4 feet of compacted structural fill that extends down to the undisturbed natural soil. Spread footings bearing on at least 4 feet of compacted structural fill may be designed for a net allowable bearing pressure of 2,500 pounds per square foot.

Executive Summary (continued)

4. Consideration may be given to using aggregate piers below footings. We anticipate that aggregate piers would reduce the thickness of structural fill needed below footings and allow for the use of higher allowable bearing pressure. Such ground improvement systems are typically designed by a specialty design-build contractor. We anticipate that the depth of aggregate piers would be approximately 15 feet below the original grade to penetrate through most of the upper compressible clay.

5. Construction equipment access difficulties should be expected for rubber-tired construction equipment in most areas of the site due to the shallow depth to water and soft clay. Placement of approximately 2 to 2½ feet of granular fill will provide limited support for construction equipment in areas of very moist to wet clay.

6. Grading plans provided show the proposed floor level of the main school building to be on the order of 1 to 8 feet above the original ground elevation. The grading plans show the proposed floor level of the athletic building to be on the order of 3 to 7 feet above the original ground surface. We estimate a potential for settlement on the order of 1 to 1½ inches due to the load of site grading fill where the site is raised on the order of 6 feet above original grade. This does not include the settlement induced by building loads. Where areas of the site are raised more than approximately 3 feet above the existing ground surface, the site grading fill should be placed well in advance of constructing elements of the buildings or other improvements that are sensitive to differential settlement so that most of the settlement induced by the load of the site grading fill occurs prior construction. We anticipate that the majority of the settlement will occur in the first 3 to 6 months after fill placement. The settlement should be monitored to determine when building construction can begin. Considerations for reducing the wait time between fill placement and constructing building elements sensitive to differential settlement are discussed in the report.

7. Geotechnical information relating to foundations, subgrade preparation, materials and pavement is included in the report.

SCOPE

This report presents the results of a geotechnical investigation for a proposed high school at 300 North 1000 West in Heber City, Utah. The report presents the subsurface conditions encountered, laboratory test results and recommendations for foundations and pavement. The original study was conducted in general accordance with our proposal dated May 6, 2019 and our findings and recommendations were presented in a report with a date of June 17, 2019. Additional subsurface exploration was conducted and revised recommendations provided in general accordance with our proposal dated December 13, 2022.

Field exploration was conducted to obtain information on the subsurface conditions at the site. Samples obtained from the field investigation were tested in the laboratory to determine physical and engineering characteristics of the on-site soil. Information obtained from the field and laboratory investigations was used to define conditions at the site and to develop recommendations for the proposed foundations and pavement.

This report has been prepared to summarize the data obtained during the study and to present our conclusions and recommendations based on the proposed construction and the subsurface conditions encountered. Design parameters and a discussion of geotechnical engineering considerations relating to construction are included in the report.

SITE CONDITIONS

At the time of our field study, the site consisted of cultivated fields and pasture. There were no permanent structures or pavement on the property except for a farm structure in the southwest corner of the site and a garage in the northeast corner.

The ground surface at the site is relatively flat and generally slopes gently down to the west.

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Spring Creek extends along the north side of the property and another creek extends through the central portion of the site in an east/west direction. There was water in the creeks at the time of our field study.

The Sagebrush and Spring Creek canal, which had water flowing in it, extends through the southeast corner of the northern portion of the site.

Vegetation at the site consists of grass and areas of alfalfa. There are some trees along the creeks and canal.

The site is generally surrounded by cultivated fields and pastures. There is a residential development to the east and a church to the south of the east end of the site. There is a house to the north of the east end of the site.

FIELD STUDY

The original field study was conducted on May 16 through 21, 2019. Five borings were drilled and 23 test pits excavated for the original study at the approximate locations indicated on Figure 1. Four additional borings (B-1A, B-2A, B-3A and B-4A) were drilled in the area of the main building and two additional borings (B-6 and B-7) were drilled in the area of the proposed athletic building on December 19, 20 and 21, 2022 at the approximate locations shown on Figure 1. The borings were drilled using 8-inch diameter, hollow-stem auger powered by a truck-mounted drill rig. The test pits were excavated with a rubber-tired backhoe. The borings and test pits were logged and soil samples obtained by representatives of AGEC. Logs of the subsurface conditions encountered in the borings and test pits are graphically shown on Figures 2 through 6 with legend and notes on Figure 7.

We had access difficulties for our rubber-tired backhoe in the northwestern portion of the site. The backhoe became stuck in an area between Test Pits TP-19 and TP-22.

The test pits were backfilled without significant compaction. The backfill in the test pits should be replaced with properly compacted backfill where it will support buildings, slabs or other improvements sensitive to settlement.

SUBSURFACE CONDITIONS

Borings B-2, B-1A, B-2A, B-3, B-3A, B-4 and B-4A were drilled and Test Pit TP-1 was excavated in the general area of the proposed main school building to depths of approximately 15½ to 30½ feet. Approximately 1 to 2 feet of topsoil was encountered overlying lean clay, which extends to depths ranging from approximately 5 to 15½ feet below the ground surface except in Boring B-4A where gravel was encountered below the topsoil. Gravel with some clay layers was generally encountered below the clay and extends to the full depth investigated.

Borings B-5, B-6 and B-7 were drilled in the area of the proposed athletic building to depths of approximately 15½ to 20½ feet. These borings encountered approximately 1½ to 2½ feet of topsoil overlying clay, which extends to depths of approximately 8 to 14½ feet. Gravel was encountered below the clay to the maximum depth of the borings.

Test Pits TP-2 through TP-23 were excavated to a depth of approximately 5 feet in areas of proposed parking lots, access roads, courts and play fields. These test pits encountered approximately ½ to 2½ feet of topsoil overlying clay except in Test Pits TP-14 and TP-17 where gravel was encountered below the topsoil. Sand and gravel were encountered below the clay in some of the test pits and clay was encountered below the gravel in Test Pits TP-14 and TP-17.

A description of the soil encountered in the borings and test pits follows:

Topsoil - The topsoil consists of sandy lean clay. It is very moist to wet, dark brown and contains roots and organics.

Lean Clay - The clay contains silty and clayey sand layers. It is very soft to medium stiff, very moist to wet and brown to dark brown. Soft to very soft soil was encountered in Boring B-1 and in Test Pits TP-6, TP-7, TP-11, TP-12, TP-15, TP-17, TP-20, TP-21, TP-22 and TP-23.

Laboratory tests performed on samples of the clay indicate that it has natural moisture contents ranging from 18 to 49 percent and natural dry densities ranging from 70 to 105 pounds per cubic foot (pcf). Samples of the clay tested in the laboratory were found to have unconfined compressive strengths of 890 to 2,290 pounds per square foot (psf). Results of consolidation tests indicate that the clay will generally compress a small to moderate to amount with the addition of light to moderate loads. The very soft clay from Boring B-1 was found to compress a moderate to large amount with the addition of light to moderate loads. Results of the consolidation tests are presented on Figures 8 through 11.

Silty Sand - The silty sand is medium dense, very moist to wet and brown.

Clayey Gravel with Sand - The gravel is medium dense, moist to wet and brown.

Poorly-graded Gravel with Silt and Sand - The gravel contains sand layers and occasional cobbles. It is medium dense to dense, moist to wet and gray to grayish brown.

Laboratory tests conducted on a sample of the gravel indicate it has a natural moisture content of 9 percent and a natural dry density of 122 pcf. The results of a gradation test on the gravel are presented on Figure 12.

Results of the laboratory tests are summarized on Table I and are included on the logs of the borings and test pits.

SUBSURFACE WATER

Subsurface water was measured on May 28, 2019 at depths ranging from approximately 1½ to 8 feet below the ground surface. The shallowest depth to water is generally near the creeks along the north end and through the middle of the site.

Subsurface water was measured January 10, 2023 at depths of approximately 7, 9, 5, 14, 8½ and 4½ feet in Borings B-1A, B-2A, B-3A, B-4A, B-6 and B-7, respectively. These water depths are likely influenced by significant snow melt occurring when the water was checked.

Slotted PVC pipe was installed in the borings and test pits except for Test Pit TP-18. Fluctuations in the water level will occur over time. An evaluation of such fluctuations is beyond the scope of this report.

PROPOSED CONSTRUCTION

We understand that the site consists of 63 acres planned to be developed for a high school. We anticipate the main school building will consist of a one- to two-story, steel-frame and masonry structure with a slab-on-grade floor. We understand that an athletic building, football bleachers and storage/concessions buildings are planned for the northern portion of the site. We have assumed building column and wall loads of up to 280 kips and 17 kips per lineal foot, respectively.

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We understand that parking and vehicle access areas will be constructed for the project. We have assumed traffic consisting predominantly of car traffic in the parking areas and various amounts of bus traffic for access and drive areas.

If the proposed construction, building loads or traffic is significantly different from what is described above, we should be notified so that we can reevaluate the recommendations given.

RECOMMENDATIONS

Based on the subsurface conditions encountered, laboratory test results and our understanding of the proposed construction, the following recommendations are given:

A. Site Grading

With the relatively shallow depth to water, we anticipate that the site grade may be raised to improve conditions for construction at the site. Grading plans provided show the proposed floor level of the main school building to be on the order of 1 to 8 feet above the original ground elevation. The grading plans show the proposed floor level of the athletic building to be on the order of 3 to 7 feet above the original ground surface.

1. Settlement Induced by Site Grading Fill

We estimate a potential for settlement on the order of 1 to 1½ inches due to the load of site grading fill where the site is raised on the order of 6 feet above original grade. This does not include the settlement induced by building loads. Where areas of the site are raised more than approximately 3 feet above the existing ground surface, the site grading fill should be placed

well in advance of constructing elements of the buildings or other improvements that are sensitive to differential settlement so that most of the settlement induced by the load of the site grading fill occurs prior construction. We anticipate that the majority of the settlement will occur in the first 3 to 6 months after fill placement. The settlement should be monitored to determine when building construction can begin.

Considerations for reducing the wait time between fill placement and constructing building elements sensitive to differential settlement were discussed in our letter dated November 29, 2022 and included the following considerations:

a. Consideration may be given to lowering the floor level, if possible, to reduce the need for significant site grading fill.

b. Consideration may be given to staging construction activities so that fill placement occurs as soon as possible prior to constructing elements of the building that are sensitive to differential settlement. We anticipate that construction of less sensitive elements could proceed during the waiting period until monitoring indicates that the sensitive construction could proceed.

c. The wait time may be reduced by temporarily placing surcharge fill over the proposed building area. We estimate that adding a temporary surcharge load equal to the load of the site grading fill would approximately half the waiting time.

d. Light-weight materials such as geofoam or lightweight aggregate may be considered to reduce the load imposed by the fill.

e. Providing aggregate piers below the building may reduce the

magnitude of settlement induced by the site grading fill. Aggregate piers may also be considered to improve foundation support as discussed later in the report. Aggregate piers are anticipated to extend to a depth of approximately 15 feet below the original ground surface to penetrate through most of the upper compressible clay.

2. Subgrade Preparation

Prior to placing site grading fill or base course, the unsuitable fill, topsoil, organics, debris and other deleterious material should be removed. A representative of AGEC should observe the subgrade prior to structural fill placement.

The upper soil consists predominantly of clay and subsurface water is relatively close to the existing ground surface in areas of the site. A soft area was observed in the northwestern portion of the site where the rubber-tired backhoe used to excavate the test pits became stuck. Construction equipment access difficulties should be expected for rubber-tired construction equipment in most areas of the site due to the shallow depth to water and soft clay. Placement of approximately 2 to 2½ feet of granular fill will provide limited support for construction equipment in areas of very moist to wet clay.

Care should be taken to not disturb the natural soil to remain below areas of proposed buildings and pavement.

3. Excavation

We anticipate that excavation at the site can be accomplished with typical excavation equipment.

Excavations extending near or below the subsurface water level will require low ground pressure equipment or equipment supported from outside and

above the excavation areas. A smooth cutting edge should be used for excavation equipment when excavating for building foundations in the clay to minimize disturbance of the natural soil.

Excavations that extend below the water level should be dewatered. The water level should be maintained below the base of the excavation during initial fill and concrete placement. Free-draining gravel with less than 5 percent passing the No. 200 sieve should be used for fill or backfill below the original water level. A filter fabric should be placed between the natural soil and free-draining gravel.

4. Materials

Listed below are recommendations for imported structural fill.

Fill to Support	Recommendations
Footings	Non-expansive granular soil Passing No. 200 Sieve < 35% Liquid Limit < 30% Maximum size 4 inches
Floor Slab (Upper 4 inches)	Sand and/or Gravel Passing No. 200 Sieve < 5% Maximum size 2 inches
Slab Support	Non-expansive granular soil Passing No. 200 Sieve < 50% Liquid Limit < 30% Maximum size 6 inches

Materials placed as fill to support structures should be non-expansive granular soil. The upper natural soil consists predominantly of clay. The clay is not recommended for use as structural fill in proposed building areas. The on-site soil may be considered for use as fill below pavement areas or as utility trench backfill, if the topsoil, organics and other deleterious materials are removed or it may be used in landscaping areas.

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The natural soil is generally very moist to wet and it is anticipated that significant drying would be needed prior to using the on-site soil as fill. Drying of the soil may not be practical during cold or wet periods of the year.

Free-draining gravel with less than 5 percent passing the No. 200 sieve should be used as fill below the original free water level.

5. Compaction

Compaction of materials placed at the site should equal or exceed the minimum densities as indicated below when compared to the maximum dry density as determined by ASTM D 1557.

Fill To Support	Compaction Criteria
Foundations	≥ 95%
Concrete Slabs	≥ 90%
Pavement	
Base Course	≥ 95%
Fill placed below Base Course	≥ 90%
Landscaping	≥ 85%
Retaining Wall Backfill	85 - 90%

To facilitate the compaction process, fill should be compacted at a moisture content within 2 percent of the optimum moisture content.

The fill should be placed and compacted in thin enough lifts to allow for proper compaction. Fill placed for the project should be frequently tested for compaction.

6. Drainage

The ground surface surrounding the proposed buildings should be sloped away from the buildings in all directions. Roof downspouts and drains should discharge beyond the limits of backfill.

The collection and diversion of drainage away from the pavement surface is important to the satisfactory performance of the pavement section. Proper drainage should be provided.

B. Foundations

1. Bearing Material

The proposed buildings may be supported on spread footings supported on at least 4 feet of compacted structural fill that extends down to the undisturbed natural soil. Structural fill placed below footings should extend down to suitable undisturbed natural soil and out away from the edge of footings at least a distance equal to the depth of fill placed below footings.

The topsoil, organics, unsuitable fill, unsuitable natural soil, debris and other deleterious materials should be removed from below proposed foundation areas.

Consideration may be given to using aggregate piers below footings. We anticipate that aggregate piers would reduce the thickness of structural fill needed below footings and allow for the use of higher allowable bearing pressure. Such ground improvement systems are typically designed by a specialty design-build contractor. We anticipate that the depth of aggregate piers would be approximately 15 feet below the original grade to penetrate through most of the upper compressible clay.

2. Bearing Pressure

Spread footings bearing on at least 4 feet of compacted structural fill may be designed for a net allowable bearing pressure of 2,500 pounds per square foot.

Spread footings should have a width of at least 2 feet and a depth of embedment of at least 1 foot.

3. Settlement

We estimate that total and differential settlement for footings designed as indicated above will be on the order of 1 inch and ¾ of an inch, respectively. These settlement estimates do not include the settlement induced by the load of site grading fill discussed in the Site Grading section of the report.

4. Temporary Loading Conditions

The allowable bearing pressure may be increased by one-half for temporary loading conditions such as wind or seismic loads.

5. Frost Depth

Exterior footings and footings beneath unheated areas should be placed at least 36 inches below grade for frost protection.

6. Foundation Base

The base of foundation excavations should be cleared of loose or deleterious material prior to fill or concrete placement.

7. Construction Observation

A representative of the geotechnical engineer should observe footing excavations prior to structural fill or concrete placement.

C. Concrete Slab-on-Grade

1. Slab Support

Concrete slabs may be supported on undisturbed natural soil or on compacted structural fill extending down to the undisturbed natural soil.

Topsoil, debris and other deleterious materials should be removed from below proposed slab areas.

2. Underslab Sand and/or Gravel

A 4-inch layer of free-draining sand and/or gravel (less than 5 percent passing the No. 200 sieve) should be placed below floor slabs for ease of construction and to promote even curing of the slab concrete.

3. Vapor Barrier

A vapor barrier should be placed under the concrete floor if the floor will receive an impermeable floor covering. The barrier will reduce the amount of water vapor passing from below the slab to the floor covering.

D. Lateral Earth Pressure

1. Lateral Resistance for Footings

Lateral resistance for footings placed on the natural soil or on compacted structural fill is controlled by sliding resistance between the footing and the foundation soils. A friction value of 0.45 may be used in design for ultimate lateral resistance.

2. Subgrade Walls and Retaining Structures

The following equivalent fluid weights are given for the design of subgrade walls and retaining structures. The active condition is where the wall moves

away from the soil. The passive condition is where the wall moves into the soil and the at-rest condition is where the wall does not move. The values listed below assume a horizontal surface adjacent the wall.

Soil Type	Active	At-Rest	Passive
Clay & Silt	50 pcf	65 pcf	250 pcf
Sand & Gravel	40 pcf	55 pcf	300 pcf

3. Seismic Conditions

Under seismic conditions, the equivalent fluid weight should be increased by 20 pcf for the active condition and 5 pcf for the at-rest condition. A decrease of 20 pcf is recommended for the passive condition. This assumes a peak ground acceleration of 0.33g which represents a 2 percent probability of exceedance in a 50-year period (IBC, 2018).

4. Safety Factors

The values recommended above assume mobilization of the soil to achieve the soil strength under active and passive conditions. Conventional safety factors used for structural analysis for such items as overturning and sliding resistance should be used in design.

E. Subsurface Drains

Floors that extend below the original ground surface should be provided with a subsurface drain around the perimeter of the below-grade floor areas. The underdrain should consist of at least the following items:

1. The underdrain system should consist of a perforated pipe installed in a gravel filled trench around the perimeter of the subgrade floor portion of the building.

2. The flow line of the pipe should be placed at least 18 inches below the finished floor level and should slope to a sump or outlet where water can be removed by pumping or by gravity flow.

3. If placing the gravel and drain pipe requires excavation below the bearing level of the footing, the excavation for the drain pipe and gravel should have a slope no steeper than 1 horizontal to 1 vertical so as not to disturb the soil below the footing.

4. A filter fabric should be placed between the natural soil and the drain gravel. This will help reduce the potential for fine-grained material filling in the void spaces of the gravel.

5. The subgrade floor slab should have at least 6 inches of free-draining gravel placed below it and the underslab gravel should connect to the perimeter drain.

6. Consideration should be given to installing cleanouts to allow access into the perimeter drain should cleaning of the pipe be required in the future.

F. Pavement

Based on the subsoil conditions encountered, laboratory test results and the assumed traffic, the following pavement support recommendations are given:

1. Subgrade Support

The upper soil consists predominantly of clay. We have assumed a California Bearing Ratio (CBR) value of 2½ percent which assumes a clay subgrade.

2. Pavement Thickness

Based on the subsurface conditions encountered, the assumed traffic conditions, a design life of 20 years for flexible pavement and 30 years for rigid pavement, and methods presented by the AASHTO, the following pavement sections are calculated:

	Rigid Pavement	Flexible Pavement		
Traffic Condition	Portland Cement Concrete Thickness	Asphaltic Concrete Thickness	Base Course Thickness	Granular Borrow Thickness
No significant heavy trucks or buses	5" —	— 3"	— 6"	— —
10 buses per day	5" —	— 3½"	— 6"	— 12"
20 buses per day	5½" —	— 4"	— 6"	— 12"

Note that some granular fill may be needed to construct pavements due to the shallow depth to water and the soft clay subgrade.

For garbage dumpster approach slabs, we recommend a Portland cement concrete thickness of 6½ inches over 4 inches of base course.

3. Pavement Materials and Construction

a. Flexible Pavement (Asphaltic Concrete)

The pavement materials should meet the specifications for the applicable jurisdiction. The use of other materials may result in the need for different pavement material thicknesses.

b. Rigid Pavement (Portland Cement Concrete)

The rigid pavement thickness assumes that the pavement will have aggregate interlock joints and that a concrete shoulder or curb will be provided.

The pavement materials should meet the specifications for the applicable jurisdiction. The pavement thickness indicated above assumes that the concrete will have a 28-day compressive strength of 5,000 pounds per square inch. Concrete should be air entrained with approximately 6 percent air. Maximum allowable slump will depend on the method of placement but should not exceed 4 inches.

4. Jointing

Joints for concrete pavement should be laid out in a square or rectangular pattern. Joint spacings should not exceed 30 times the thickness of the slab. The joint spacings indicated should accommodate the contraction of the concrete and under these conditions steel reinforcing will not be required. The joints should be approximately one-fourth of the slab thickness.

G. Corrosion

The following parameters relative to corrosion potential of the soil were measured for a sample of clayey sand from Test Pit TP-1.

Parameter	Value
pH	7.66
Resistivity (ohm - cm)	1,200
Redox Potential (mV)	511
Sulfide Content	negative

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Based on the values indicated above and published literature, the natural soil is aggressive toward buried metals. The information presented above should be provided to a corrosion engineer to design suitable corrosion protection for the project.

H. Preconstruction Meeting

Prior to beginning construction at the site, a preconstruction meeting should be held with representatives of the owner, project architect, geotechnical engineer, general contractor, earthwork contractor and other members of the design team to review construction plans, specifications, methods and schedule.

GEOLOGIC HAZARD EVALUATION

Heber City is situated in a valley filled with alluvium from the several rivers that feed into the valley. The sediments are likely underlain by Paleozoic rock at a significant depth.

The site is located in the Intermountain Seismic Belt, which is a seismically active zone extending from Montana to Arizona.

The geologic hazards reviewed for this study consist of debris flow, landslide, rockfall, earthquake ground shaking, surface fault rupture, liquefaction and tectonic subsidence.

1. Debris Flow

   The site is located near the center of the valley, well away from sources of debris flow. Debris flow is not considered a hazard at the site.

2. Landslide

   The site and vicinity slopes gently down toward the west. Landslide is not considered a hazard at the site.

3. Rockfall

   There is no source of rock on or near the property that would represent a rockfall hazard at the site.

4. Seismicity

   Listed below is a summary of the site parameters that may be used with the 2018 International Building Code.

Description	Value[1]
Site Class	D[2]
S_s - MCE_R ground motion (period = 0.2s)	0.56g
S_1 - MCE_R ground motion (period = 1.0s)	0.20g
F_a - Site amplification factor at 0.2s	1.35
F_v - Site amplification factor at 1.0s	2.20
PGA - MCE_G peak ground acceleration	0.25g
PGA_M - Site modified peak ground acceleration	0.33g

[1] Values obtained from information provided by the Applied Technology Council at https://hazards.atcouncil.org

[2] Site Class D was selected based on the subsurface conditions encountered at the site to the depth investigated and our understanding of geologic conditions.

5. Surface Fault Rupture

   There are no mapped active faults extending through the project site. The closest surface trace of a potentially active fault is that of the Wasatch Fault located approximately 16½ miles west of the site (Utah Geological Survey, 2023).

6. Liquefaction

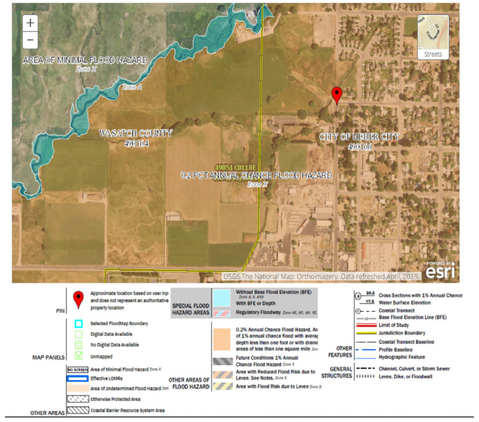
   The site is mapped to have a "very low" liquefaction potential (Anderson and others, 1994). The soil type most susceptible to liquefaction during a large magnitude earthquake is loose, clean sand. The liquefaction potential tends to decrease with an increase in fines content and density. Based on the subsurface conditions encountered at the site, liquefaction is not considered to be a hazard at this site.

7. Tectonic Subsidence

   Seismically-induced subsidence would be insignificant at the site since there are no faults close to the site.

FLOOD HAZARD POTENTIAL

The on-line Federal Emergency Management Agency (FEMA) flood insurance rate map for the surrounding area (Map Panel 49051C0118E dated March 15, 2012) was reviewed. The subject property is located within a mapped flood hazard area. The subject property is generally mapped as Zone X, an area with a 0.2% annual chance flood hazard or an area of 1% annual flood with average depth less than 1 foot. However, the northern portion of the site includes areas of Zone A along Spring Creek. Zone A is defined as a high risk area with a 1% chance of annual flooding. The FEMA map is shown below.



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LIMITATIONS

This report has been prepared in accordance with generally accepted soil and foundation engineering practices in the area for the use of the client for design purposes. The conclusions and recommendations included in the report are based on the information obtained from the borings drilled and test pits excavated at the approximate locations indicated on Figure 1 and the results of laboratory tests. Variations in the subsurface conditions may not become evident until additional exploration or excavation is conducted. If the subsurface conditions, proposed construction or groundwater level is found to be significantly different from what is described above, we should be notified to reevaluate the recommendations given.

APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.



Jay R. McQuivey, P.E.

Reviewed by Douglas R. Hawkes, P.E., P.G.

JRM/bw

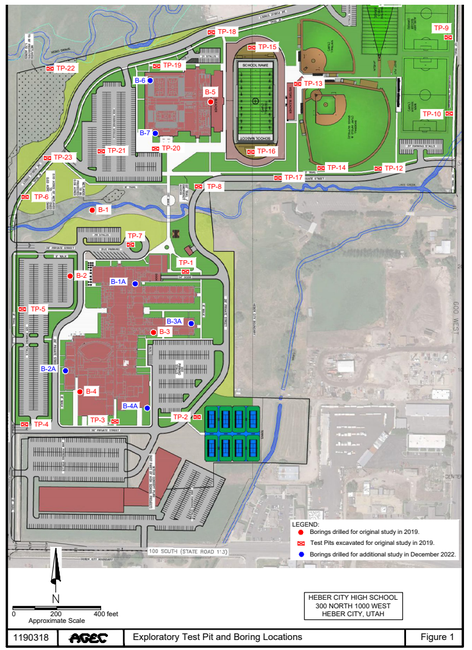
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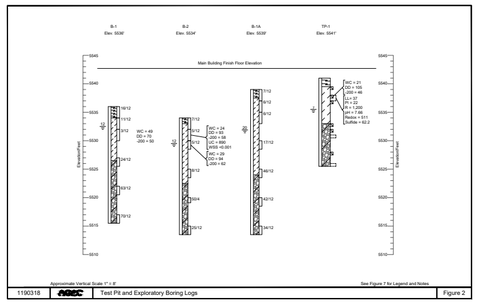
Anderson, L., Keaton, J., Rice, J., 1994; Liquefaction Potential Map for Central Utah, Plate No. 1 (Park City - Heber), U.S. Geological Survey, Contract Report 94-10.

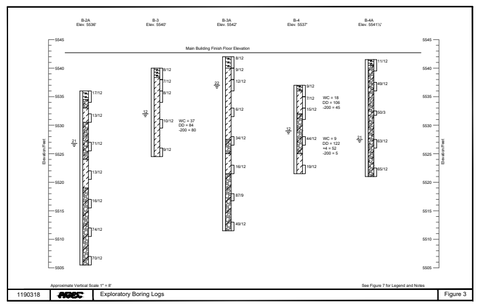
International Building Code, 2018; International Code Council, Inc. Falls Church, Virginia.

Utah Geological Survey, 2023; Utah Geologic Hazards Portal accessed January 18, 2023 at https://geology.utah.gov/apps/hazards/.

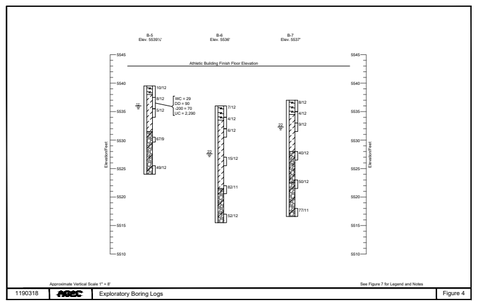
AGEC Applied GeoTech *APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.* 1190318



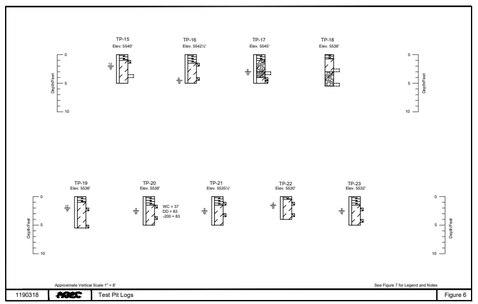




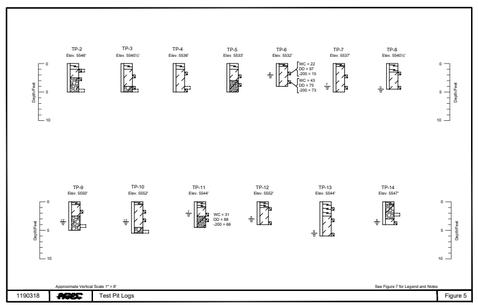
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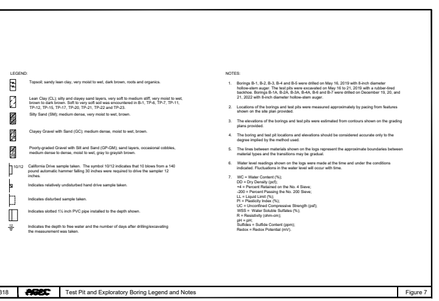
1190318 | AGEC | Exploratory Boring Logs | Figure 4



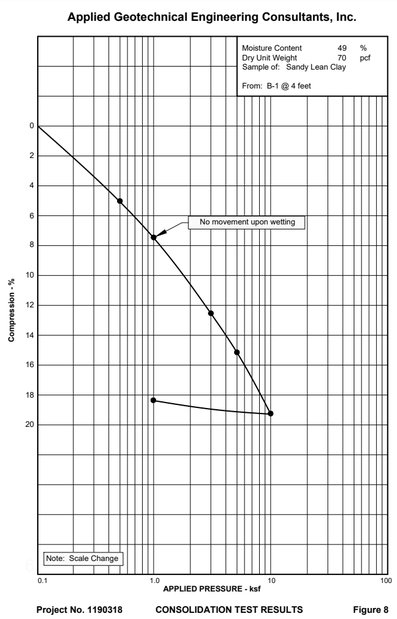
1190318 | AGEC | Test Pit Logs | Figure 6



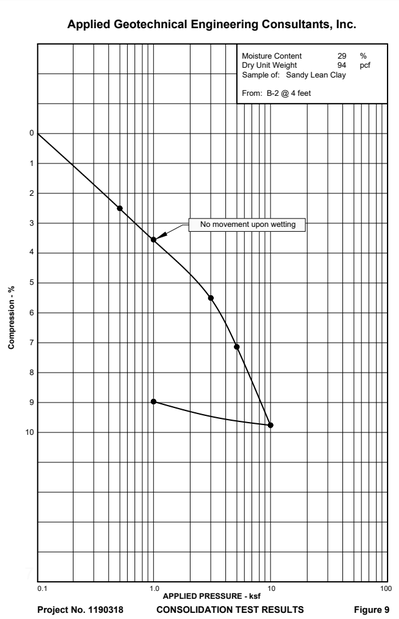
1190318 | AGEC | Test Pit Logs | Figure 5



1190318 | AGEC | Test Pit and Exploratory Boring Legend and Notes | Figure 7



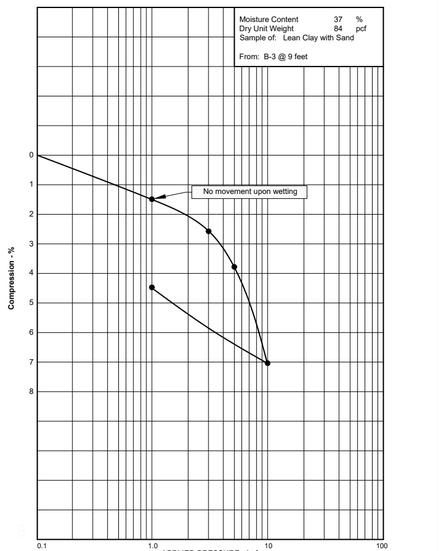
Project No. 1190318 **CONSOLIDATION TEST RESULTS** **Figure 8**



Project No. 1190318 **CONSOLIDATION TEST RESULTS** **Figure 9**

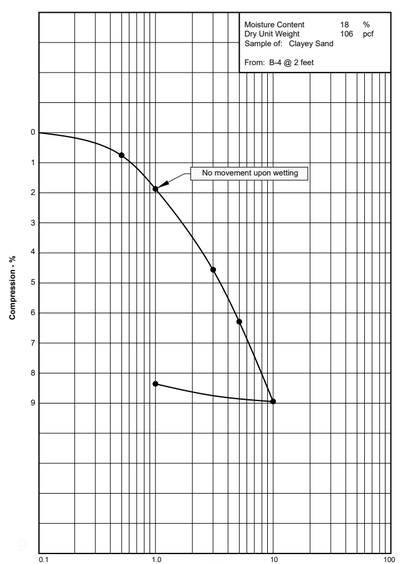
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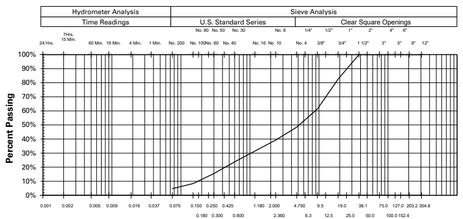
Project No. 1190318 **CONSOLIDATION TEST RESULTS** **Figure 10**

Applied Geotechnical Engineering Consultants, Inc.

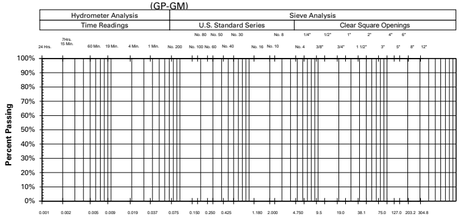


Project No. 1190318 **CONSOLIDATION TEST RESULTS** **Figure 11**

APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.



Gravel	52%	Liquid Limit	-
Sand	43%	Plasticity Index	-
Silt and Clay	5%	Sample Location	B-4 @ 9 feet
Sample Description	Poorly-graded Gravel with Silt and Sand (GP-GM)		



Gravel	-	Liquid Limit	-
Sand	-	Plasticity Index	-
Silt and Clay	-	Sample Location	
Sample Description			

Project No. 1190318 **GRADATION TEST RESULTS** Figure 12

APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.

TABLE I
SUMMARY OF LABORATORY TEST RESULTS

PROJECT NUMBER: 1190318

SAMPLE LOCATION		NATURAL MOISTURE CONTENT (%)	NATURAL DRY DENSITY (PCF)	GRADATION			ATTERBERG LIMITS		UNCONFINED COMPRESSIVE STRENGTH (PSF)	WATER SOLUBLE SULFATE (%)	SAMPLE CLASSIFICATION
BORING/ TEST PIT	DEPTH (FEET)			GRAVEL (%)	SAND (%)	SILT/ CLAY (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)			
B-1	4	49	70			50					Sandy Lean Clay
B-2	2	24	93			58			890	<0.001	Sandy Lean Clay
	4	29	94			62					Sandy Lean Clay
B-3	9	37	84			80					Lean Clay with Sand
B-4	2	18	106			45					Clayey Sand
	9	9	122	52	43	5					Poorly-graded Gravel with Silt and Sand
TP-1	3	21	105			46	37	22			Clayey Sand
TP-6	1½	22	97			15					Clayey Sand
	3	43	75			73					Lean Clay with Sand
TP-11	2	31	88			66					Sandy Lean Clay
B-5	2	29	90			70			2,290		Sandy Lean Clay
TP-20	1½	37	83			83					Lean Clay with Sand

APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.

TABLE II
SUMMARY OF LABORATORY TEST RESULTS

PROJECT NUMBER: 1190318

SAMPLE LOCATION		SOIL RESISTIVITY (OHM-CM)	pH	REDOX (mV)	SULFIDE (mg/kg)	SAMPLE CLASSIFICATION
BORING/ TEST PIT	DEPTH (FEET)					
TP-1	3-4	1,200	7.66	511	62.2	Clayey Sand

JOBSEQ

Perkins V Report

Strengthening Career & Technical Education

in Wasatch County, Utah

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About this Report

The education industry supplies human capital to all industries. This report takes a macroeconomic view of the industries and the occupations that currently underpin the Wasatch County, Utah economy. Knowing what skills and occupations local employers need now and in the future will help the education community better anticipate curriculum that prepares students for those job openings.

This report is designed to help educators who want to move beyond compliance and use Perkins V to make a real difference in their students' education. It provides actionable labor market intelligence–one of the Comprehensive Local Needs Assessment's (CLNA's) six requirements to bridge secondary education students to skilled jobs that employers need in Wasatch County, Utah.

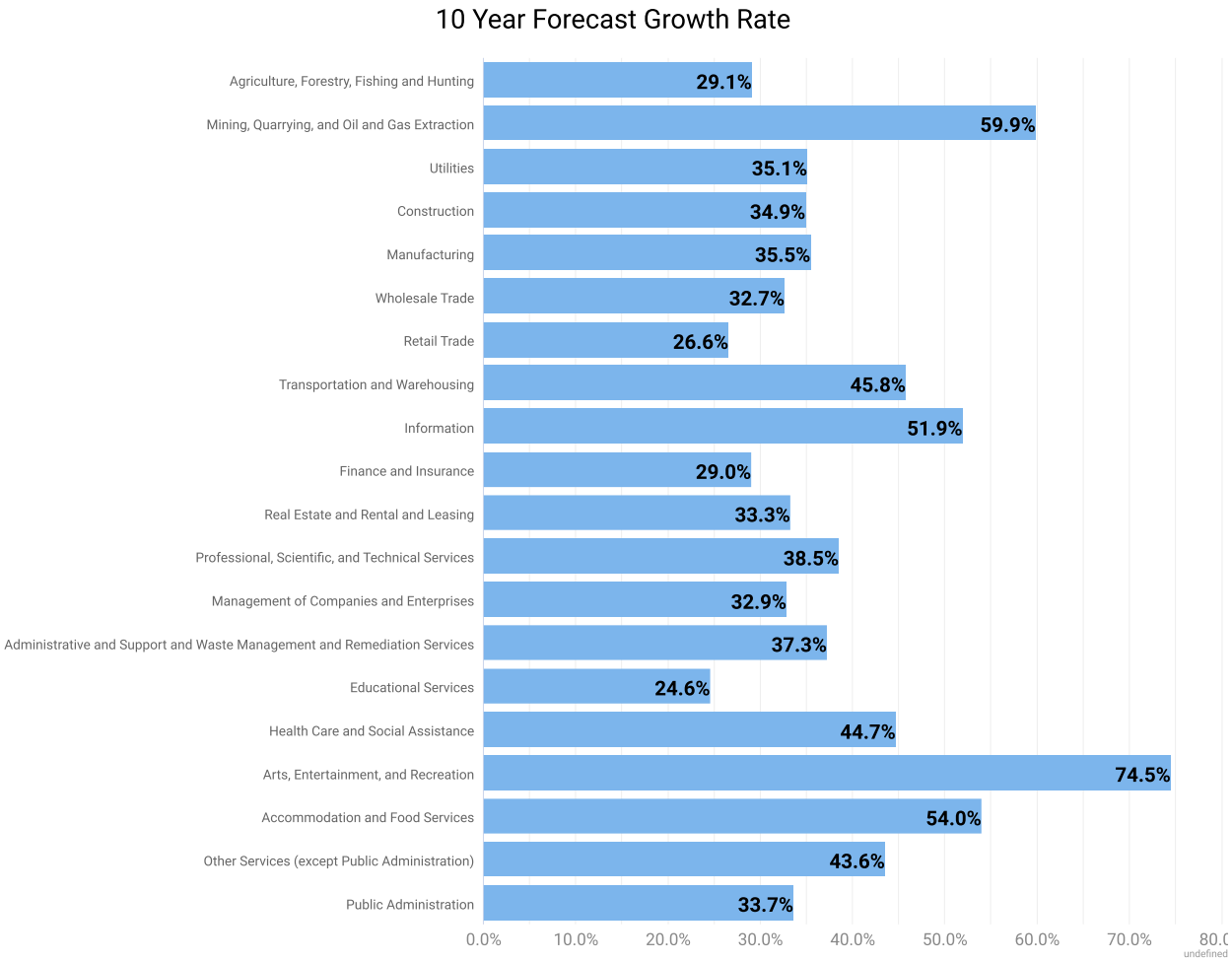
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Industry Growth Forecasts

To help high school students select careers, educators can show them the earnings potential and the job opportunities across all industries today and in the future.

Employers can be categorized into one of 20 major industry sectors. The chart below shows the net job growth forecast for these sectors in Wasatch County, Utah.

As of the fourth quarter of 2021, Wasatch County, Utah had 20 sectors forecast to have positive employment growth over the next ten years and 0 sectors projected to contract. Those growing include "Arts, Entertainment, and Recreation," "Mining, Quarrying, and Oil and Gas Extraction" and "Accommodation and Food Services."



Source: JobsEQ®, http://www.chmuraecon.com/jobseq

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Industry Forecasts Including Retirement Demand

For an accurate assessment of future demand, the number of people retiring from an industry need to be taken into account. From that perspective, the "Accommodation and Food Services," "Construction" and "Retail Trade" sectors are expected to have the highest annual job demand in Wasatch County, Utah.

Sector	Employment	Avg Ann Wages	Ann Empl Growth	Ann Total Demand
Accommodation and Food Services	1,416	$23,244	62	304
Construction	2,087	$70,196	63	266
Retail Trade	1,457	$34,709	35	231
Health Care and Social Assistance	1,177	$41,047	44	158
Educational Services	1,309	$41,460	29	153
Arts, Entertainment, and Recreation	540	$24,775	31	107
Professional, Scientific, and Technical Services	780	$68,281	26	95
Public Administration	610	$46,620	18	76
Administrative and Support and Waste Management and Remediation Services	493	$42,107	16	74
Manufacturing	507	$49,940	16	68
Other Services (except Public Administration)	414	$28,635	15	62
Transportation and Warehousing	330	$47,743	13	49
Real Estate and Rental and Leasing	294	$51,123	9	38
Agriculture, Forestry, Fishing and Hunting	222	$11,491	6	33
Wholesale Trade	240	$59,129	7	32
Finance and Insurance	242	$72,369	6	28
Information	101	$66,599	4	14
Management of Companies and Enterprises	45	$134,659	1	5
Utilities	37	$76,714	1	5
Mining, Quarrying, and Oil and Gas Extraction	6	$66,475	0	1
Total - All Industries	**12,310**	**$46,350**	**407**	**1,764**

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Detailed Industry Projections

Total employment in Wasatch County, Utah is forecast to increase 38.4% over the next ten years, compared with an expected growth rate of 8.3% in the nation over the same period.

At the detailed industry level, "Restaurants and Other Eating Places" and "Other Amusement and Recreation Industries" are expected to experience the most job gains over this period.

Industry	Employment	Avg Ann Wages	Hist 10yr Change	Proj 10yr Growth
Restaurants and Other Eating Places	1,001	$20,253	408	544
Other Amusement and Recreation Industries	374	$26,252	252	260
Residential Building Construction	644	$53,255	348	228
Elementary and Secondary Schools	1,061	$44,128	438	211
Traveler Accommodation	335	$31,281	-47	181
Utility System Construction	515	$134,018	496	178
Services to Buildings and Dwellings	327	$37,333	117	117
Foundation, Structure, and Building Exterior Contractors	301	$47,498	184	104
General Medical and Surgical Hospitals	255	$50,775	129	98
Management, Scientific, and Technical Consulting Services	180	$83,293	132	88

"Unclassified" and "Civic and Social Organizations" are projected to have the largest job declines in the region over the next ten years.

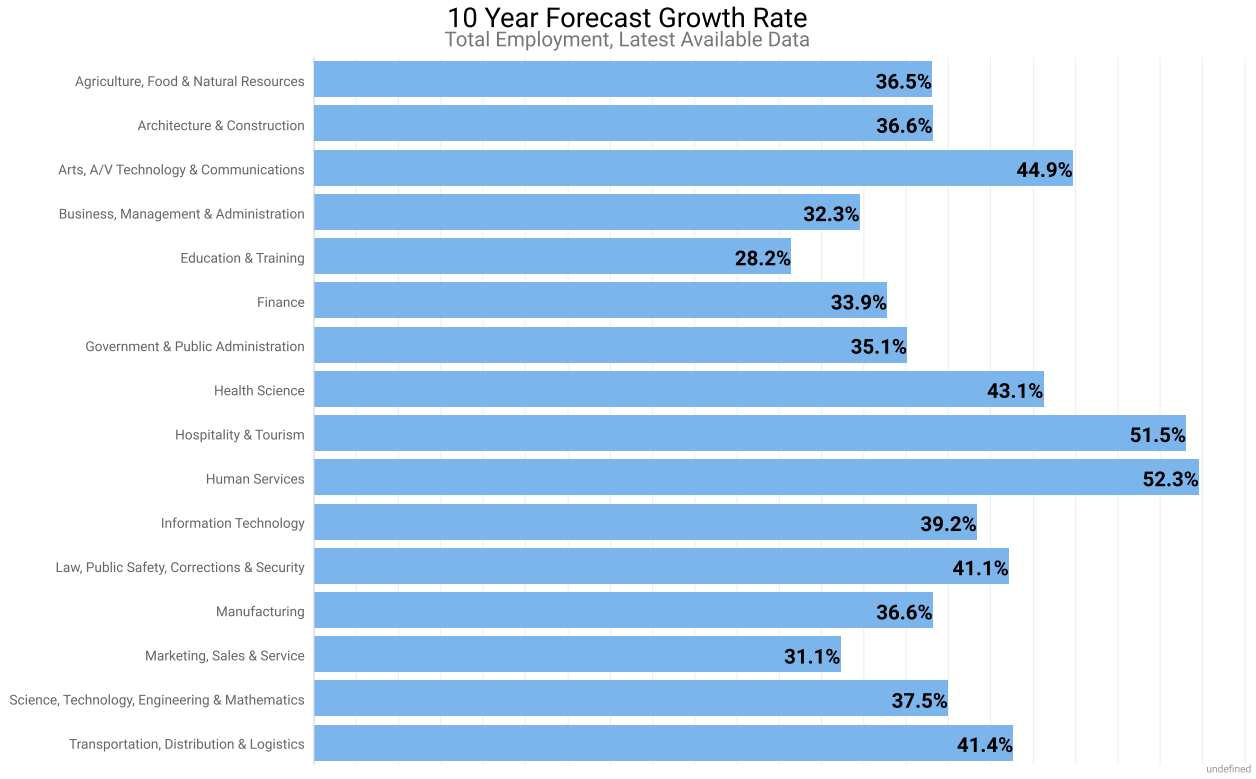
Industry	Employment	Avg Ann Wages	Hist 10yr Change	Proj 10yr Growth
Unclassified	0	n/a	-1	0
Civic and Social Organizations	0	n/a	-2	0
Drinking Places (Alcoholic Beverages)	0	n/a	-13	0
General Rental Centers	0	n/a	-7	0
Other Telecommunications	0	n/a	0	0
Cable and Other Subscription Programming	0	n/a	-11	0
Radio and Television Broadcasting	0	n/a	-2	0
Local Messengers and Local Delivery	0	n/a	-3	0
Scenic and Sightseeing Transportation, Other	0	n/a	-3	0
Petroleum and Petroleum Products Merchant Wholesalers	0	n/a	-5	0

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Career Cluster Growth Forecasts

With hundreds of occupations, it can be difficult for educators to pinpoint the most promising high-demand and high-wage occupations in their region that provide rewarding careers for their students. Analysis of the sixteen CTE Clusters provides an entryway into career pathways.

Of the sixteen career clusters, all are expected to expand employment in Wasatch County, Utah over the next ten years. Of those all, "Science, Technology, Engineering & Mathematics," "Information Technology," "Finance," "Arts, A/V Technology & Communications," "Health Science," "Government & Public Administration," "Law, Public Safety, Corrections & Security," "Education & Training," "Business, Management & Administration," "Manufacturing and "Architecture & Construction" pay more than the average occupation wage in the region ($48,300).



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Career Cluster Forecasts Including Retirement Demand

Similar to the analysis of industry employment growth, an accurate assessment of future occupation demand requires that the number of people retiring be taken into account as shown in the table below. In Wasatch County, Utah, "Hospitality & Tourism," "Business, Management & Administration" and "Architecture & Construction" clusters are expected to have the highest annual job demand.

"Science, Technology, Engineering & Mathematics" has the highest wages of the CTE Clusters followed by the "Information Technology" and "Finance" clusters.

Career Cluster	Employment	Avg Ann Wages	Job Ads	Ann Empl Growth	Ann Total Demand
Science, Technology, Engineering & Mathematics	92	$83,500	11	3	10
Information Technology	236	$82,300	15	8	27
Finance	303	$65,500	22	9	37
Arts, A/V Technology & Communications	188	$60,700	8	7	29
Health Science	733	$59,300	33	27	93
Government & Public Administration	93	$56,200	4	3	12
Law, Public Safety, Corrections & Security	306	$55,600	6	11	47
Education & Training	1,014	$52,500	11	26	123
Business, Management & Administration	1,974	$52,400	65	56	283
Manufacturing	680	$50,100	28	22	100
Architecture & Construction	1,889	$49,500	22	60	266
Agriculture, Food & Natural Resources	311	$47,200	9	10	50
Transportation, Distribution & Logistics	727	$45,700	35	26	119
Marketing, Sales & Service	1,368	$42,400	88	38	232
Human Services	557	$41,300	37	24	103
Hospitality & Tourism	1,841	$31,500	151	78	439
Total - All Occupations	**12,310**	**$48,300**	**546**	**407**	**1,973**

Source: JobsEQ®, http://www.chmuraecon.com/jobseq
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Detailed Occupation Projections

There are over 800 defined occupations at the detailed level. Among those occupations that support a living wage, "Construction Laborers" and "General and Operations Managers" are expected to add the most jobs over the next ten years in Wasatch County, Utah.

Occupation	Employment	Avg Ann Wages	Job Ads	Hist 10yr Change	Proj 10yr Growth
Construction Laborers	349	$41,700	1	223	144
General and Operations Managers	330	$73,900	0	198	143
Carpenters	260	$41,000	2	120	77
Office Clerks, General	234	$36,200	0	116	61
Exercise Trainers and Group Fitness Instructors	74	$38,700	1	41	57
First-Line Supervisors of Construction Trades and Extraction Workers	152	$69,700	2	87	55
Passenger Vehicle Drivers, Except Bus Drivers, Transit and Intercity	81	$37,700	0	41	51
Maintenance and Repair Workers, General	114	$47,100	16	50	50
Registered Nurses	128	$66,900	9	64	49
Project Management Specialists and Business Operations Specialists, All Other	131	$78,500	1	91	46

Of occupations supporting a living wage, "Word Processors and Typists" and "Railroad Brake, Signal, and Switch Operators and Locomotive Firers" are projected to have the largest decline in employment over the next ten years.

Occupation	Employment	Avg Ann Wages	Job Ads	Hist 10yr Change	Proj 10yr Growth
Word Processors and Typists	3	$33,600	0	0	-1
Railroad Brake, Signal, and Switch Operators and Locomotive Firers	0	n/a	0	0	0
Cutters and Trimmers, Hand	0	n/a	0	0	0
Gas Plant Operators	0	n/a	0	-1	0
Print Binding and Finishing Workers	0	n/a	0	0	0
Engine and Other Machine Assemblers	0	n/a	0	0	0
Aircraft Structure, Surfaces, Rigging, and Systems Assemblers	0	n/a	0	0	0
Underground Mining Machine Operators and Extraction Workers, All Other	0	n/a	0	-1	0
Rock Splitters, Quarry	0	n/a	0	-1	0
Continuous Mining Machine Operators	0	n/a	0	-3	0

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Top Employers Advertising for Jobs

This table identifies the twenty employers in Wasatch County, Utah with the most online job ads over the last year for occupations that support a living wage. These employers should be considered candidates for stakeholder engagement groups.

	Employers	
Employer Name	**Active Job Ads**	**% of Total**
Qualtrics	612	4.9%
Brigham Young University	423	3.4%
Intermountain Healthcare	330	2.6%
PROVO CITY SCHOOL DISTRICT	328	2.6%
Montage Hotels	297	2.4%
Vail Resorts	264	2.1%
Deer Valley Resort	200	1.6%
Vivint	170	1.4%
Revere Health	169	1.3%
Sundance Mountain Resort	153	1.2%
gpac	151	1.2%
Backcountry	128	1.0%
Park City School District	104	0.8%
Vacasa	103	0.8%
CBRE	100	0.8%
Zermatt Resort	94	0.7%
Marriott Vacations Worldwide	91	0.7%
Park City Municipal Corporation	90	0.7%
Robert Half	87	0.7%
Vivint Smart Home	74	0.6%

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Top Skills in Demand for Job Ads

Below are the top 10 hard and soft required by employers in online job ads over the last year for occupations which support a living wage within Wasatch County, Utah.

Hard Skills

Skill Name	Active Job Ads
Microsoft Excel	1,450
Microsoft Office	1,351
JavaScript	775
Ability to Lift 41-50 lbs.	587
Microsoft Outlook	575
Microsoft Word	559
Sales	488
Ability to Lift 51-100 lbs.	477
Microsoft PowerPoint	448
Marketing	357

Soft Skills

Skill Name	Active Job Ads
Communication (Verbal and written skills)	6,991
Cooperative/Team Player	3,527
Customer Service	2,897
Organization	2,217
Detail Oriented/Meticulous	2,114
Problem Solving	1,913
Adaptability/Flexibility/Tolerance of Change and Uncertainty	1,619
Supervision/Management	1,600
Self-Motivated/Ability to Work Independently/Self Leadership	1,558
Interpersonal Relationships/Maintain Relationships	1,338

Source: JobsEQ®, http://www.chmuraecon.com/jobseq
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Top Skill and Certification Gaps

Below are the top 10 skill and certification gaps (supply shortfalls) among occupations which support a living wage within Wasatch County, Utah. These data are based on online resumes and job ads that reflect local supply and demand.

Top 10 Skill Gaps in Wasatch County, Utah

Name	Candidates	Openings	Gap
JavaScript	7	36	-29
Word Processing	6	23	-17
Microsoft Office	65	81	-16
Hospitality	10	20	-10
Mathematics	26	36	-10
Personal Computers (PC)	11	19	-8
Point of Sale Systems (POS Systems)	1	9	-8
Hand Tools	7	14	-7
SaaS	5	12	-6
Mac Computers	1	7	-6

Top 10 Certification Gaps in Wasatch County, Utah

Name	Candidates	Openings	Gap
Registered Nurse (RN)	4	7	-3
Advanced Cardiac Life Support Certification (ACLS)	2	5	-3
Class A Commercial Driver's License (CDL-A)	5	8	-2
Pediatric Advanced Life Support (PALS)	1	3	-2
Registered Medical Assistant	0	2	-2
OSHA 10	2	3	-2
Certified Clinical Medical Assistant (NHA)	0	2	-1
Licensed Professional Counselor (LPC)	0	2	-1
Automotive Service Excellence (ASE) Certification	1	2	-1
Emergency Medical Technician (EMT)	1	3	-1

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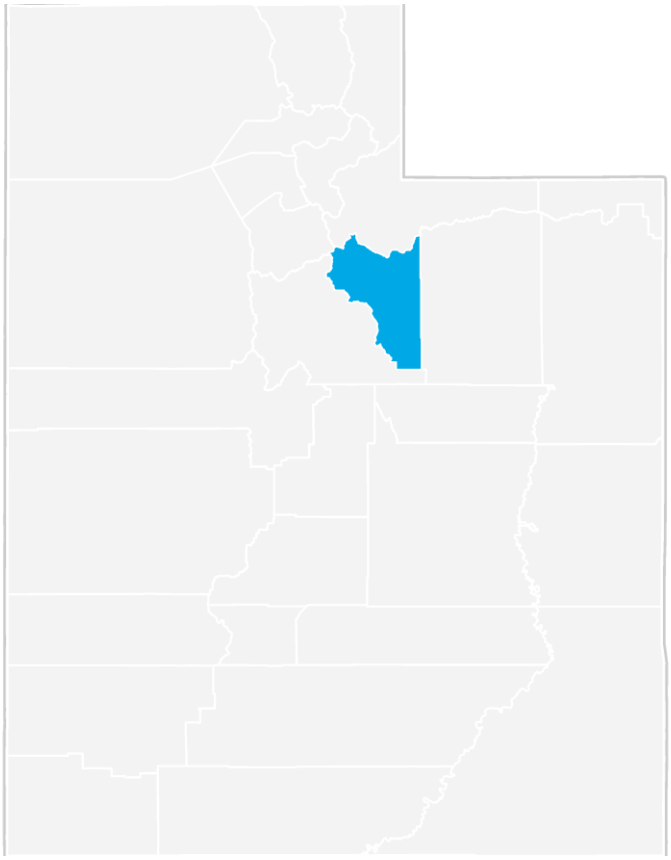
Regional Colleges and Universities

For students interested in advanced degrees, the list below provides the largest postsecondary schools within Wasatch County, Utah. The schools are sorted by enrollment size.

School	Certificates and 2yr Awards	4yr Awards	Total School Enrollment	Avg Net Price
Bonnie Joseph Academy of Cosmetology & Barbering	13	0	13	$17,266
Total	13	0	13	n/a

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Wasatch County, Utah Regional Map



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Data Notes

- Industry employment and wages (including total regional employment and wages) are as of 2021Q4 and are based upon Bureau of Labor Statistics (BLS) QCEW data, imputed by Chmura where necessary, and supplemented by additional sources including non-covered employment such as self-employed. Employment forecasts are modeled by Chmura and are consistent with BLS national-level 10-year forecasts.
- Occupation employment is as of 2021Q4 and is based on industry employment and local staffing patterns calculated by Chmura and utilizing BLS Occupation Employment Statistics (OES) data. Occupation wages are per the BLS OES data and are as of 2020. Occupation employment forecasts are modeled by Chmura and are consistent with BLS national-level 10-year forecasts.
- Job ads data are online job posts from the Real-Time Intelligence (RTI) data set, produced wholly by Chmura and gleaned from over 40,000 websites. Data reflect ads active during the last twelve month period ending 07/18/2022 and advertised for any Zip Code Tabulation Area in or intersecting with the region for which this report was produced.
- For skill and certification gaps, openings and candidates are based upon regional occupation demand (growth plus separations) and the percent of skill demand and supply. Skill demand mix data are per a one-year sample of RTI data; skill supply data are estimated using a five-year sample of resumes data; both data sets compiled as of August 2021. Data may be based, at least in part, on data from broader geographies; see the Skill Gaps analytic export for more details.
- Postsecondary are per the National Center for Education Statistics. Awards and enrollment are for the 2019-2020 academic year and average net price data are for the 2019-2020 academic year.
- Figures may not sum due to rounding.

FAQs

How are industries and occupations defined?

Industries are defined via the North American Industry Classification System (NAICS). “Sectors” in this report represent 2-digit NAICS codes and industries in the “Industry Analysis” section of this report represent 4-digit NAICS codes. Occupations are defined via the Standard Occupational Classification System (SOC). Occupations in the “Occupation Analysis” section of this report represent 6-digit SOC codes. “CTE Clusters” are collections of 6-digit SOC occupations as defined through the National Career Clusters® Framework.

How is “Ann Total Demand” defined?

Annual total employment demand is forecast job demand that includes job needs due to growth, exits (such as retirements), and transfers (individuals moving from one career into another).

What is the Living Wage used in this report?

The living wage in the United States is $16.14 per hour in 2018, before taxes for a family of four (two working adults, two children) - MIT Living Wage Calculator.

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MOUNTAINLAND TECHNICAL COLLEGE

WASATCH CAMPUS
FEASIBILITY STUDY

MTECH - WASATCH CAMPUS

WE HAVE REVIEWED THE DOCUMENT FOR MOUNTAINLAND TECHNICAL COLLEGE - WASATCH CAMPUS AND CONFIRMED THAT IT ADEQUATELY REPRESENTS OUR REQUEST FOR A FEASIBILITY STUDY AND THAT IT FULFILLS OUR MISSION AND GOALS. THE APPROPRIATE PARTIES LISTED BELOW HAVE REVIEWED IT FOR APPROVAL.

STATE OF UTAH DFCM

BRAD DEMOND, PROJECT MANAGER

DATE

MOUNTAINLAND TECHNICAL COLLEGE

CLAY CHRISTENSEN, PRESIDENT

DATE

KIRT MICHAELIS, VICE PRESIDENT OF ADMINISTRATIVE SERVICES

DATE

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EXECUTIVE SUMMARY 01



PROJECT INTRODUCTION

Mountainland Technical College provides both classroom and hands on training in a number of technical professions. This training is specific to the practical problem solving skills needed for a career as a specialized technician.

"The economic engine of our community depends on a highly competent and trained workforce; MTECH is the provider of job skill training. A vibrant quality of life depends on providing the necessary job training to allow people to improve their situation. This training is provided by MTECH."

- Arthur E. Newell, Senior Vice President Regional Manager, American West Bank -

"TO ENHANCE THE EMPLOYABILITY OF INDIVIDUALS THROUGH MARKET-DRIVEN CAREER AND TECHNICAL EDUCATION."

- MTECH Mission Statement -

PROJECT JUSTIFICATION

Mountainland Technical College enters the 2022/2023 school year as the largest and fastest-growing technical college in Utah. MTECH's enrollment growth is only eclipsed by the regional demand for competency-based education, occupational certificates, and a skilled workforce. For example, Chmura Economics and Analytics (2022) forecasts an average increase of over 30% over the next ten years in workforce needs across every employment sector in Wasatch County. Accordingly, the 10-year workforce demand increases in programs offered by MTECH are especially acute (Manufacturing, 35.5%; Healthcare, 44.7%; Technology, 39.2%; Transportation, 45.8%; Culinary, 54.0%; Construction, 34.9%). The temporary arrangements in various Heber City facilities cannot sustain the current growth projections. To meet business, industry, and workforce training demands, MTECH must expand.

PROJECT GOALS

Consistent with the Utah System of Higher Education's strategic objectives of access, affordability, and workforce alignment, Mountainland Technical College has identified educational delivery constraints in Wasatch and Summit Counties. The regional workforce demand over the next ten years cited in Question 8 above is fueled by a regional population growth rate of 26%. With a projected population of over 100,000 (Chmura, 2022) by 2032, the Wasatch/Summit area will be the second largest non-Wasatch front region in Utah, just behind Washington and Iron Counties which currently have their own Technical Colleges. To sustain the Wasatch/Summit area's growth with a qualified workforce, Mountainland Technical College must expand its services beyond a patchwork of leased space to include targeted program delivery at a standalone facility.

- ***HIGH TECH SPACES***
- ***LARGE FLEXIBLE GATHERING AREAS***
- ***INVITING SPACES THAT WELCOME STUDENTS***
- ***STUDENTS HAVE PRIDE IN THEIR WORKSPACE***
- ***EXPRESSION OF A HIGHER EDUCATION FACILITY***
- ***FLEXIBLE WORKING SPACE***
- ***SPACES THAT SUPPORT COLLABORATION***
- ***COMMUNICATES ADVANCED EDUCATION***
- ***PROMOTE WELLNESS & SUSTAINABILITY***
- ***MEET THE DEMAND OF EMPLOYERS***

PROJECT VISION

The vision of the new Wasatch Campus for MTECH is to have a location that fulfills the need of growing demans for technical training and education in Wasatch county. The campus should give the notion that a technical education is equally as important as other traditional educational paths. The proposed campus should be a place of pride for the students and faculty to come each day to learn and teach; the atmosphere should be approachable, open, and clean. Overall, MTECH's new campus should have a similar expression to a higher educational facility, but simultaneously be able to function as a practical hands on learning environment.

1.2 institutional profile & history

Mountainland Technical College (MTECH) was originally established as Mountainland Applied Technology Center in November 1989. MTECH was charged with providing competency-based technical training for both high school and adult students, preparing them with necessary skills to enter the workforce. In 2001, the State of Utah created a system of technical colleges that continued the same mission. The Technical College System was merged with the Utah System of Higher Education in 2021 and ...

MTECH HAS GROWN FROM BEING ONE OF THE SMALLER TECHNICAL COLLEGES IN 2001 TO THE LARGEST TECHNICAL COLLEGE IN 2022.





1.3 president's message



CLAY CHRISTENSEN

PRESIDENT, MOUNTAINLAND TECHNICAL COLLEGE

On behalf of the Mountainland Technical College Board of Trustees I want to express our excitement for the MTECH Wasatch Campus.

OUR EMPLOYEES AND STUDENTS ARE THE MOST IMPORTANT ASSETS THAT WE HAVE AT MTECH.

Expanding services in Wasatch County will help the college provide training programs for students that are desperately needed by regional employers.

1.4 list of program



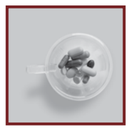
NURSE ASSISTANT

MTECH students will receive training on: infection prevention, proper body mechanics and positioning, caring for the resident and their environment, nutrition, body systems, mental health, and communication. Students will also be First Aid and CPR certified. Clinical and administrative skills taught in the program are listed as follows: Professional ethics Basic safety and emergencies; CPR Certification; Communication skills; Body mechanics; Nutrition; Basic Human Needs; Cognitive Impairment; Mental Illness; Vital signs; Infection control; Body systems and diseases; Personal care of the patient and the patient's environment.



MEDICAL ASSISTANT + PHLEBOTOMY

The Medical Assistant will take and record personal information from the patient and keep it confidential. Medical Assistants also collect and prepare laboratory specimens and sometimes perform basic laboratory tests. Examples of clinical and administrative skills are listed as follows: Taking and recording medical histories; Taking and recording vital signs; Explaining treatment procedures to patients; Preparing patients for examinations; Assisting physicians during examinations; Preparing medical instruments; Prescriptions; Pharmacology; Explaining procedure; Patient prep for examinations; Injections; Handling biohazardous materials; Drawing blood; IV placement; Lab procedures; Preparing Patients for X-Rays



PHARMACY TECHNICIAN

Students will be prepared to count and measure amounts of medication for prescriptions; Compound or mix medications, such as preparing ointments; Package and label prescriptions; Accept payment for prescriptions and process insurance claims; Help with office work, such as answering phone calls from customers. They will also be trained in counting inventory, labeling and storing medication, work with insurance claims, and patient education, with the ultimate goal of becoming the liaison between the patient and the pharmacist.



EMERGENCY HEALTHCARE

Students will be trained to respond as an EMT with the emergency skills necessary to assess a patient's condition and manage respiratory, cardiac, and trauma emergencies. Individuals interested in employment with Law Enforcement, Fire Fighting, or Emergency Medicine must be EMT certified. The training in this program will include clinical and classroom hands-on training. Studetns will learn a variety of EMT skills including HAZMAT awareness, basic first aid, patient assessment, triage, multi-casualty, emergent and non-emergent patient moves (with and without CNS injury), airway management, CPR, shock & bleeding control, and more.



DENTAL ASSISTING + RAD. TECH.

Students will be prepared to assist a dentist by learning chairside and laboratory procedures, sterilization, and charting. They will know how to prepare instruments and materials for use and take dental x-rays. The classroom lab portion will primarily be held on campus, but also includes field trips and some hybrid distance education days, where the students will be given assignments to do off-site. This is a valuable introduction into the dental field for students interested in becoming chair-side assistants, hygienists, lab technicians, specialty assistants, dentists, product representatives, etc.



IT FUNDAMENTALS / TECHNICIAN

The Information Technology: Fundamentals (ITF) course is a prerequisite for students entering the MTECH Information Technology: Support Technician program. It will give students a broad overview of what it takes to be able to become an expert in supporting and maintaining the technology that drives today's economy. The newly-restructured Technician Program brings greater focus on the soft skills and abilities that are necessary for entry-level technicians to thrive in the workplace, including: Customer Service, Professionalism and Leadership. The learning environment has been structured to closely resemble on-the-job training in technical support ops. As you progress through the tech support Tiers I, II, and III, students will receive hands-on training in interpersonal communication, working in Agile teams, resolving support tickets, contributing to the knowledge base, scrum mastering and peer mentoring.



DIGITAL MARKETING & ANALYTICS

In this Digital Marketing and Analytics program, students will learn the fundamental principles of marketing, strategy and best practice. You will learn both theory and hands-on application of the day to day tasks of the modern digital marketer. Students will learn and test their skills in SEO, SEM, Social Media, PPC, and Content and Email Marketing platforms.



CULINARY ARTS

This program introduces every student to the basics of Culinary Arts regardless of current skill level. Once students have mastered the basics of culinary arts they will begin to learn advanced cooking techniques in hot food preparation and presentation. Coursework in this program includes cooking and baking principles, sanitation procedures, menu creation, knife and equipment care, and workplace etiquette. The time spent in this program will include professional cooking in state of the art kitchens, while also gaining experience inventorying and menu planning. Students will even have the chance to show off your skills by participating in MTECH's Evening of Fine Dining.

1.4 list of program



COSMETOLOGY

The Cosmetology program is a minimum of 1,600 hours and will prepare students for the Utah State Board of Cosmetology licensing exams. Students receive valuable experience focused on hair cutting techniques, hair coloring, chemical hair services, hair extensions, barbering, facials, waxing, and nails. As students develop skills and a passion for the personal service industry, they can work in traditional salons or spa environments, pursue careers in film and television, work at resorts, and many other industries. Cosmetologists can work for many different employers or choose to work independently. Successful completion of the MTECH Cosmetology program and the State of Utah licensing will allow you to have the flexibility you desire in a cosmetology career.



AUTOMOTIVE / DIESEL TECHNOLOGY

The Automotive and Diesel Technology program will teach students base curriculum . Upon completion of the programs and working a year in the industry, studetns will have the opportunity to pass all the ASE certification tests. . The Automotive Technology program will give students the foundation to jumpstart their career with some of the largest dealership service centers or independent repair facilities across the country.The time spent in this program will consists of a hands-on approach to learning in our sophisticated and newly constructed automotive shop. Coursework includes web based training for Ford, Subaru, and FCA (Fiat/Chrysler America). Individuals may “test out” of any A series classes by passing the corresponding ASE Professional Level exam PRIOR to enrolling in a class.



WELDING

The Welding program contains three unique curriculums: high school Welding, Welding Technologies, and Shielded Metal Arc Pipe Welding. In the high school Welding Program students will learn the cutting and welding processes as well as joining parts according to specifications and construction drawings. The Welding Technologies Program trains students to be fluid in the many different types of welding processes. When the course is completed, students will be able to enter the welding industry in a variety of applications including: ship building, automobile, manufacturing, repair, aerospace, and building construction. The Shielded Metal Arc Pipe Welding program teaches students theory and principles for pipe welding techniques.



APPRENTICESHIP

The MTECH Apprenticeship Program prepares students to become certified Journeyman Plumbers and Electricians. The State of Utah requires plumbing/ electrical apprentices to have 576 school hours and 8,000 hours of on-the-job training to sit for the state journeyman exam. This is a 720-hour accredited course of study that prepares students for the rigors of state testing and fulfills the State’s educational requirement. It is designed to complement the on-the-job training apprentices receive through their employer, as they work alongside experienced plumbers in the field.

1.5 building program summary

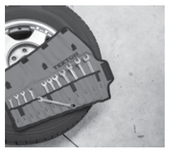
Healthcare Programs		Square Footage		#'s Students
NURSE ASSISTANT		3,161	NSF	24
MEDICAL ASSISTANT		3,432	NSF	48
PHARMACY TECHNICIAN		2,616	NSF	24
EMERGENCY HEALTHCARE		3,165	NSF	48
DENTAL ASSISTING		5,084	NSF	48
NSF SUBTOTAL:		17,459	NSF	
GROSS -UP FACTOR	1.60	10,475	SF	
DEPARTMENT SUBTOTAL:		27,934	GSF	192

28.0%



Trades Programs		Square Footage		#'s Students
WELDING		7,649	NSF	48
AUTOMOTIVE / DIESEL TECHNOLOGY		15,394	NSF	48
APPRENTICESHIP: HVAC, ELEC, PLUM.		3,945	NSF	48
NSF SUBTOTAL:		26,988	NSF	
GROSS -UP FACTOR	1.45	12,145	SF	
DEPARTMENT SUBTOTAL:		39,133	GSF	144

37.9%



Computer & Service Programs		Square Footage		#'s Students
INFORMATION TECH.		1,981	NSF	48
DIGITAL MARKETING & ANALYTICS		1,364	NSF	48
CULINARY ARTS		7,013	NSF	48
COSMETOLOGY		5,589	NSF	48
NSF SUBTOTAL:		15,947	NSF	
GROSS -UP FACTOR	1.55	7,973	SF	
DEPARTMENT SUBTOTAL:		23,920	GSF	48

24.0%

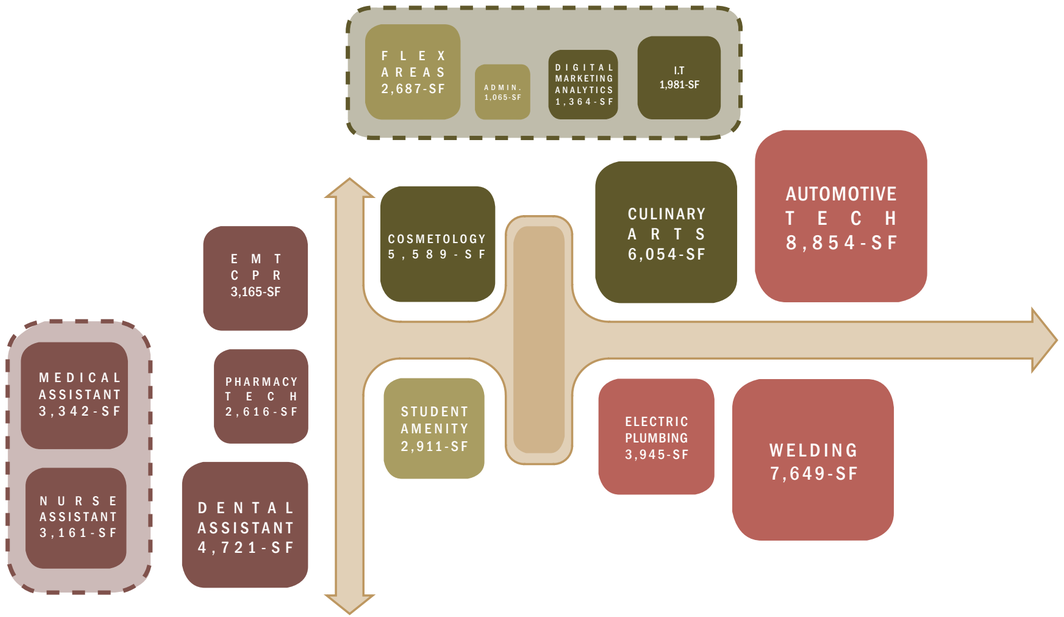


Program Support		Square Footage		#'s Students
MULTI-PURPOSE ROOMS (CUSTOM FIT/FLEX)		2,687	NSF	--
STUDENT AMENITIES (COMMONS, BOOKSTORE, STUDENT LOUNGE)		2,911	NSF	--
ADMINISTRATION OFFICE SUITE		1,065	NSF	--
NSF SUBTOTAL:		6,662	NSF	
GROSS -UP FACTOR	1.60	3,997	SF	
DEPARTMENT SUBTOTAL:		10,659	GSF	

10.1%



1.6 program adjacency

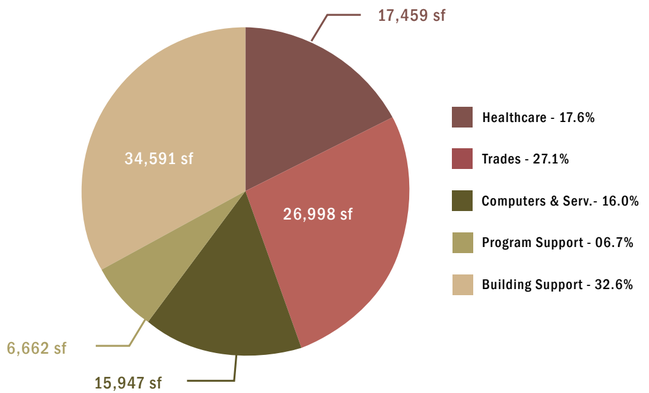


PROGRAM ADJACENCY

Our program distribution diagrams look at creating a hearth at the center of all the departments. By surrounding this central space with student amenities, and service oriented programs such as cosmetology, culinary arts and dental assistant, this can provide the college with opportunities for community outreach.

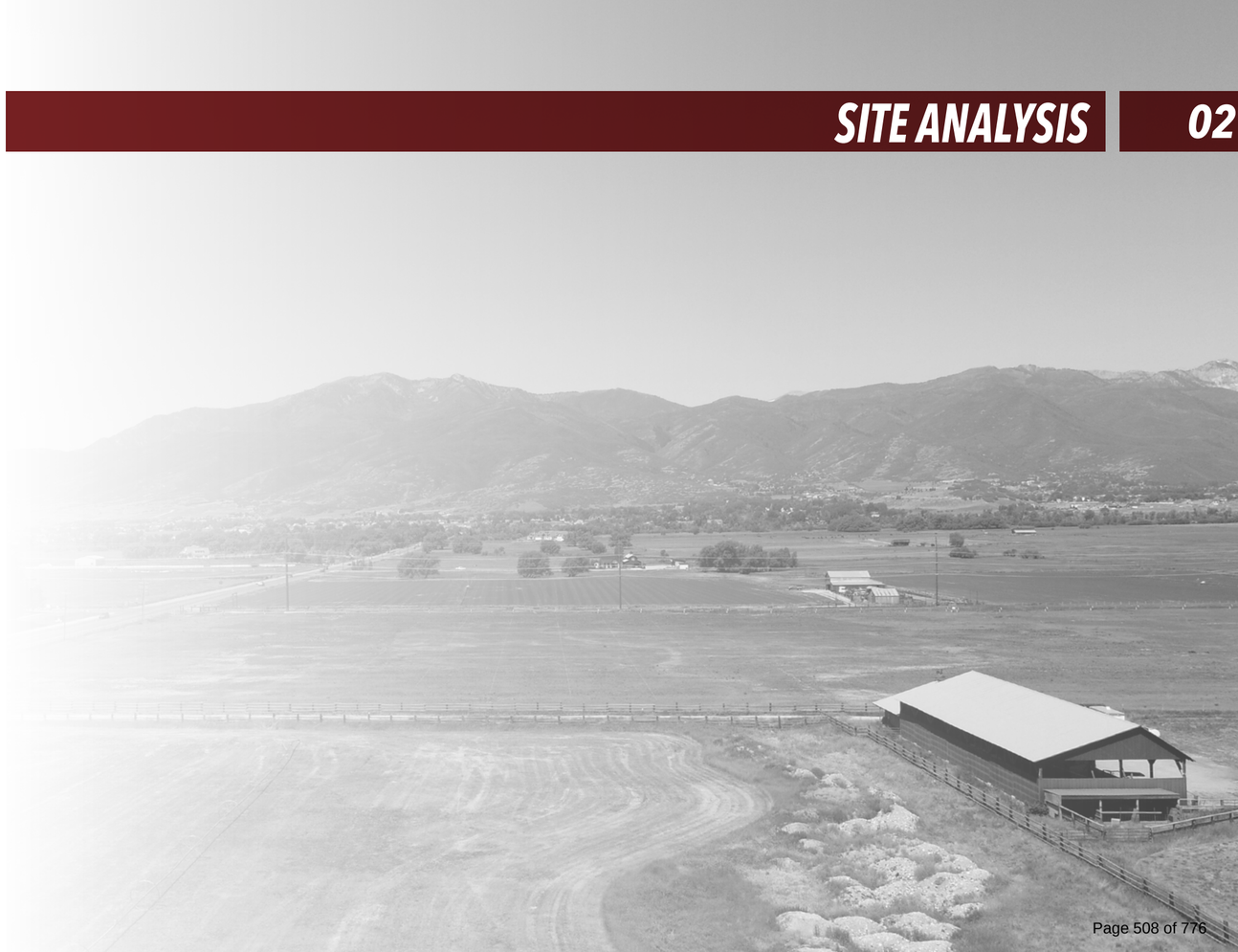
Although this iteration revolves around the idea of gathering it still provides the greatest amount of separation and privacy between all of the departments. For the Healthcare Department to get to Trades and Computers, they will need to go through a large area that is communal and could contain some form of outdoor spaces.

The program distribution is also organized to allow future expansion if necessary, as programs keep growing with industry demands.



PROGRAM DISTRIBUTION - BASED ON NET SQUARE FEET

SITE ANALYSIS 02



SITE LOCATION

MTECH has proposed a new location for a future campus in Wasatch County. The new location would become part of Heber City, a municipality with a population of under 18,000 that grew by 2.7% in 2020. The town's employment focuses mostly on accommodation and food services, healthcare, and retail.

The proposed location is located on the western edge of Heber City. The site would place a new campus building near the proposed High School and on the way to Midway Utah (to the west). Understanding the future development that is to come to the area, the proposed campus will be able to further collaborate and commit their programs to the local high schools.

The strategic placement in Wasatch county will also help provide technical education to the already under served area. The college will work on providing and institution that will also work with Park City to the north and Midway to the west.

ONCE BUILT, THE PROPOSED CAMPUS WILL ALLOW MTECH TO PROVIDE TECHNICAL EDUCATION ACROSS THE WASATCH RANGE AS IT CONTINUES TO GROW AND BE THE ONE OF THE BEST TECHNICAL COLLEGES IN THE STATE.

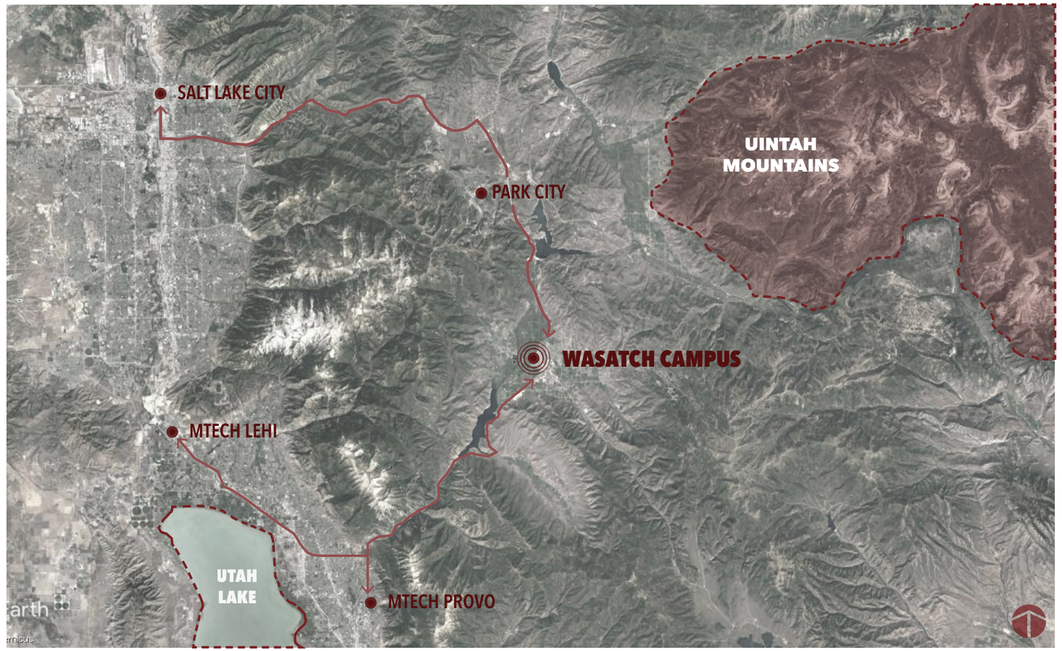


Figure 2.1 Regional map locating proposed site for MTECH in Heber city

CIRCULATION & TRANSIT

The proposed site is locate off W Midway LN, a small highway connecting Heber city with Midway, UT. In the future the campus will be between two major thorough fares. To the east is US Route 40, the original highway which turns into main street. On the west the UDOT is proposing an additional highway that will help reduces congestion through main street. This would affect the areas between 500 North and 1200 South.

From the south Heber city is accessed from Highway 189 which connects through Provo Canyon into Utah County. To the north US route 40 connects with Highway 80 which connects through to Salt Lake City. This makes Heber city a perfect intersection between Salt Lake, Wasatch and Utah Counties.

There is also a small regional airport to the south which is used for general aviation.



Figure 2.2.1 Heber vallley with the Heber airport



Figure 2.2.2 Source: http://www.route40.net/page.asp?n=1464

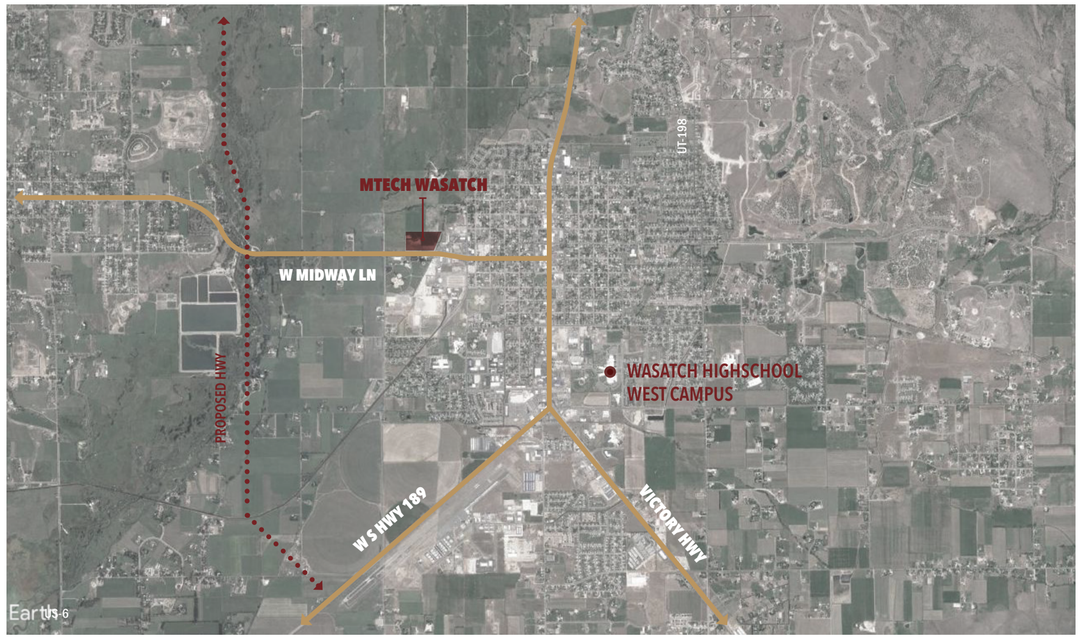


Figure 2.2.3 Local map showing primary way to reach the proposed site.

UDT Proposed Highway

SITE OVERVIEW

The proposed site is currently a 10 acre field with raw ground currently being used as an agricultural property. The site is surrounded by a variety of programs and provide views in all cardinal directions.

This site is positioned in a favorable manner as its runs east to west, providing the opportunity to have a long broad face to the south. This will help control day lighting conditions and will most likely have a positive effect on sustainable strategies.

The land itself is fairly flat and visually has no physical challenges with the lack of elevation changes and/or bodies of water. Overall the site provides the opportunity to design an extremely efficient layout for instructional spaces, parking counts and connections to future developments.



Figure 2.3.1 Local retail development to the east of the site



Figure 2.3.2 South field park and recreation across W 100 S

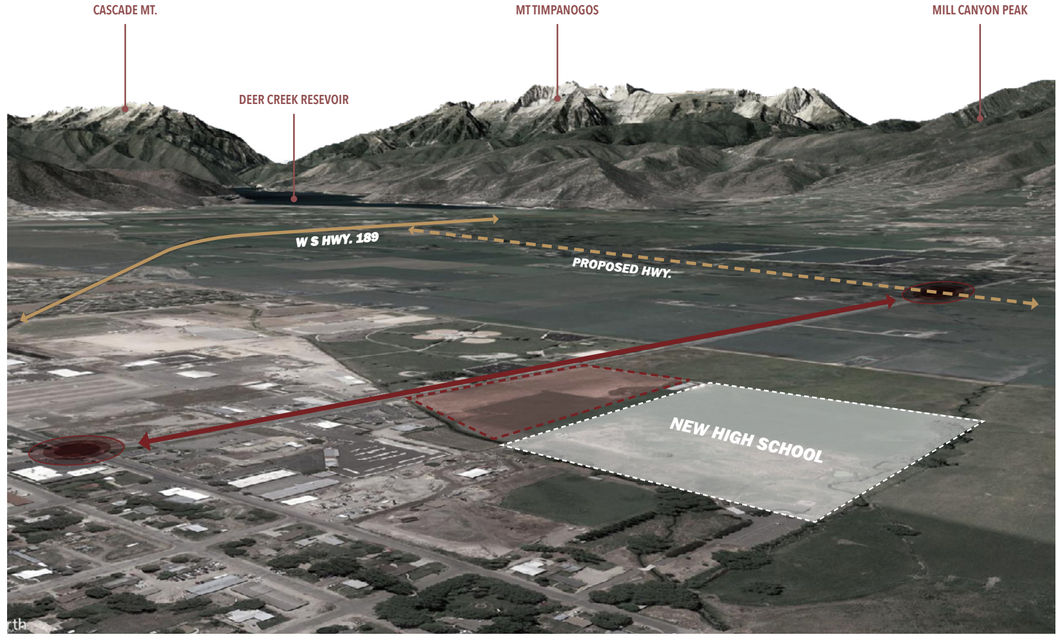


Figure 2.3.3 Site overview, landmarks, and potential circulation patterns

CONTEXT AND DEVELOPMENT

The proposed site for the campus is itself is not developed. Similar to the north and west, the site is an agricultural field with future potential. To the east of the site there are small business that include food service, retail, construction ect...To the south the there are a series of recreational field, providing a great backdrop for the unobstructed views of Mount Timpanogos.

Other than the existing developments in the surrounding areas, there are two future plans that will greatly affect how the new campus is laid out. The first being the new high school to the north. The college will want to take advantage of this opportunity to continue its outreach with prospective students. The second is the new highway being proposed by UDOT, which would take most of the traffic from main street and place it to the west of the proposed campus.



Figure 2.6.4 Wastach High School, Source: https://taylor-electric.com/project/wasatch-high-school/



Figure 2.6.5 Existing and potential circulation pattern near proposed site.

SITE VIEWS

The proposed site has zero obstructions and provides panoramic views of the Wasatch Range's multiple peaks, the most prominent being Mt. Timpanogos to the south west near Deer Creek Reservoir.

To the west and north, prospective students will be able to see Bald Mountain near Park City, and the entire range of Wasatch Mountain State Park.



Figure 2.6.13 View diagram for proposed Payson Campus.









FEASIBILITY STUDY 03



01. CAMPUS CONTEXT

MTECH's proposed campus sits west of Heber City near US Route 40, and north of W Midway LN. The site is surrounded by agricultural land and is generally flat without and visible physical constraints. Currently the site and its surroundings to the north and west are not developed, but there are plans to create a new high school to the north and future highway expansion to the west. This will provided the college the opportunity to increase their exposure not only to the local community but to commuters passing through.

a) CONCEPT AND VISION

MTECH has two primary concepts that will guide the design of the building and overall campus: creating ***FLEXIBLE AND INVITING*** spaces for students and staff. MTECH's strength is being able to adapt their educational structure to match the needs of constantly evolving industry. Flexibility is vital to MTECH's success in placing students immediately upon graduation. The building design shall embody versatility in the same way through the exploitation of expansive ***COLUMN FREE SPACES*** and a limited number of strategically placed bearing walls. This will allow the building to accommodate necessary future alterations. Mountainland Technical College is committed to meeting the demands of the Trades, Healthcare, and service based industries. The campus design needs to match or compete with the quality of space that would typically be associated with a university campus. The aesthetic and spatial configuration should allow for a sense of pride for a career and technical education. ***VISUAL CONNECTIONS AND OPEN / INVITING AREAS*** can be used to show off the diverse programs being offered across the campus and create a welcoming and connected feel.

b) BUILDING MASSING

The building will be ***LOCATED ON THE SOUTHERN EDGE*** of the proposed 10 acre site. Primarily, the structures will be a mix of ***SINGLE STORY WITH HIGH BAY SPACES AND 2 STORY*** buildings . A second story will exist only for those spaces serving student services and the professional programs which will house generic classrooms and offices. The trades labs should be located on the north western edge of the campus to help minimize noise pollution and allow room for expansion. The automotive lab should have pull-through bays and the diesel lab will need to be located on a corner to maximize the opportunity to maneuver.

c) BUILDING ORIENTATION

The buildings on the proposed campus will be oriented as long buildings running ***EAST TO WEST*** to limit direct sunlight at sunrise and sunset. This will also allow the southern facade to address the direct sun exposure uniformly. The northern facade will look back towards the future high school and parking lots to help create a connection between both institutions. Plazas and outdoor spaces should face the southern and western side of campus.

d) NATURAL LIGHT + VIEWS

With the building maximizing it's views to the south, it will be easy to bring natural light into the lobbies, corridors, and classrooms through ***LARGE SKY LIGHTS*** or ***WINDOW SYSTEMS***. Soft natural light will be brought into the labs through a north clerestory to reduce glare and shadows. The lobby, primary circulation, and labs should be ***VISUALLY CONNECTED*** to the campus to ***DISPLAY THE ACTIVITY OF THE BUILDING***.

e) MATERIALITY

The material palette will need to be contextual with a modern expression that allows the use of innovative strategies and design. Labs will need durable materials on the bottom half of the interior elevations. Durable concrete with a strong seal is needed for all lab spaces. ***POLISHED CONCRETE*** should be the primary floor material with a secondary material palette that helps to define smaller spaces or study areas. The interior material palette should continue to the exterior where possible. Exterior materials will also be industrial with accents of ***STONE OR BRICK*** that relate back to MTECH's main campus. The necessary visual connection throughout the campus requires high performance glazing to be utilized where needed. Both interior and exterior materials should be selected to meet the ***CRITERIA OF A 50 YEAR BUILDING***.

f) NECESSARY ADJACENCIES

The labs will be grouped by type, as the diesel, automotive and welding labs will be adjacent. Nursing and Phlebotomy will adjacent on the upper floors. While the dental and pharmaceutical programs will be adjacent on the first floor. Program support Culinary, and Cosmetology programs will need to be centrally located equidistant from all shops, labs, and classrooms if possible. Adjacent labs will share a space for lockers and restrooms.

3.2 site plan & layout



MASTERPLAN LEGEND

A **WASATCH BLD. 1**
- NURSE ASSISTANT
- MEDICAL ASSISTANT
- PHARMACY TECH
- EMERGENCY HEALTHCARE
- DENTAL ASSISTING
- AUTOMOTIVE / DIESEL TECH.
- APPRENTICESHIP
- WELDING
- IT
- DIGITAL MARKETING & ANALYTICS
- CULINARY ARTS
- COSMETOLOGY

B **VISITOR PARKING**

C **STUDENT PLAZA**

D **LOADING / SERVICE**

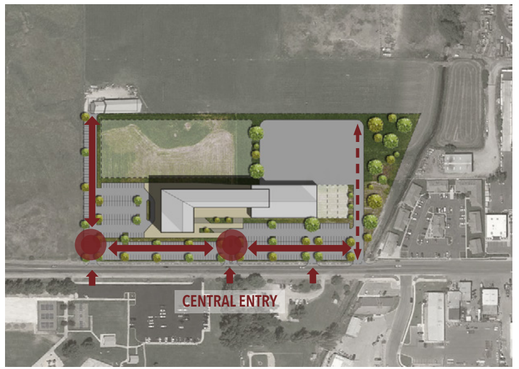
E **DROP OFF**

Figure 3.2.1 Phase I Site plan for Proposed Wasatch Campus.



01. CAMPUS ORGANIZATION

Phase I of the campus is currently organized with the goal of pushing the proposed building as close to road as possible. This will help increase street presence along W Midway Ln, as the school will be exposed on a busy street and create a better relationship with the community. Phase II and the back of house area will be pushed to north to connect with the future high school.



02. CAMPUS CIRCULATION

The main circulation on campus will align along the south side of the property with another aisle on the west side. This aisle will connect with a drop off area and run north to south. This will allow for the possible connection between MTech's campus and future high school.

3.3 architectural elements

OUR GOAL IS TO CREATE AN ARCHITECTURE THAT IS RESPONSIVE TO ITS RURAL SURROUNDINGS AND PROVIDES STUDENTS THE SKILLS TO WORK WITH EMERGING TECHNOLOGIES.



Figure 3.2.1 Exterior rendering of Phase I building from southeast.



PITCHED ROOF

Responsive not only to it's local context but also the winter climate at higher altitudes.

MINIMAL LANDSCAPING

Utilizing specific vegetation that helps with water conservation, works with the context and allows flexibility when designing public spaces.

TORREY BLUFF SANDSTONE

Used through out MTECH's Lehi Campus, this material brings texture and history to future proposals.

METAL PANEL

Durable and versatile, metal panel can bring a contemporary style to future proposal.

3.4 master plan alignment



Figure 4.5.1 Phase I Site plan for Proposed Wasatch Campus along with future Wasatch Highschool

01. FACILITIES OVERVIEW

At rented space at Wasatch High School's Alternative Education program and through an administrative arrangement at Utah Valley University's Wasatch campus, Mountainland Technical College offers limited education and training. Accordingly, Mountainland Technical College seeks to address significant regional educational access constraints with a standalone facility. Mountainland Technical College will honor the terms of the lease agreement with Wasatch High School and move each program to the new Heber City location upon the building's completion.

02. PARKING OVERVIEW

There is not current parking at the proposed campus. The strategy is to place Most of the parking along the south edge of the site, and have a visitor parking zone on the west. This will provide an opportunity to connect with the future high school. The current proposed parking will provide the college with 330 carports in Phase I, not including additional spots in the back of house area. Phase II will provide the opportunity to grow the number of spaces on campus. There will also be a possibility to share parking with the future high school.

03. GROWTH AND PRIORITIES

Mountainland Technical College's proposal forecasts an initial graduating class of roughly 675 students who will generate annual economic stimuli of $129 million (Chmura, 2022). The goal is keep growing this number and provided the region with a more prepared work force. As MTECH continues to grow, Phase II is possible to the north west of the site. This can be used to duplicate programs or introduce new ones to Wasatch County. Phase II will also be able to act as a gateway between MTECH and Wasatch High School.

04. STRATEGIC ALIGNMENT

The master plan develops a connection between the campus, community and future local development through a series of phases. The initial phase including the first building along with the appropriate parking will be the foundation for MTECH in Wasatch County. The following phase to the north west will create a bridging element between two prominent institutions in the area, providing the opportunity to create pedestrian corridors, share parking, facilities and only strengthen MTECH's commitment to Wasatch County.

3.5 space utilization & capacity

01. UTILIZATION RATES

USHE is currently working on a space utilization study for the Technical Colleges, but the study has not been completed yet. All of the programs currently offered in Wasatch and Summit counties are being offered in leased or borrowed spaces and new space would allow MTECH to offer more programs and be able to better serve those counties.

02. EXPECTED BUILDING CAPACITY

TIME OF COMPLETION:
AT THE TIME OF COMPLETION, IT IS EXPECTED THAT 677 STUDENTS WILL BE ENROLLED IN THE WASATCH CAMPUS.

THREE YEARS AFTER COMPLETION:
ENROLLMENT EXPECTED TO BE 740 STUDENTS

FIVE YEARS AFTER COMPLETION:
ENROLLMENT EXPECTED TO BE 785 STUDENTS

TEN YEARS AFTER COMPLETION:
ENROLLMENT EXPECTED TO BE 910 STUDENTS





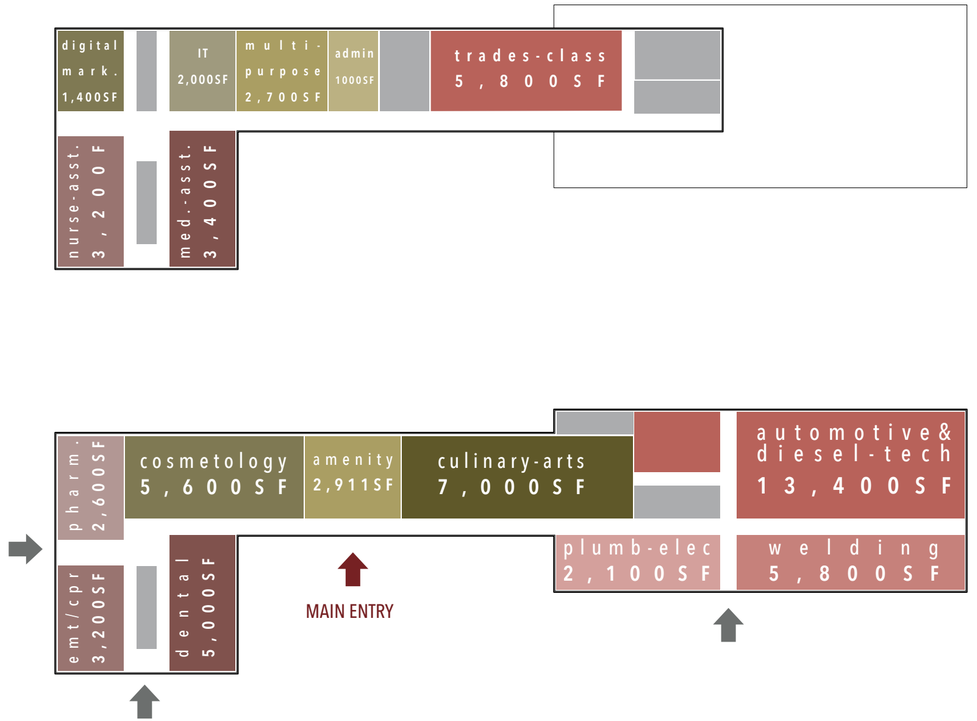
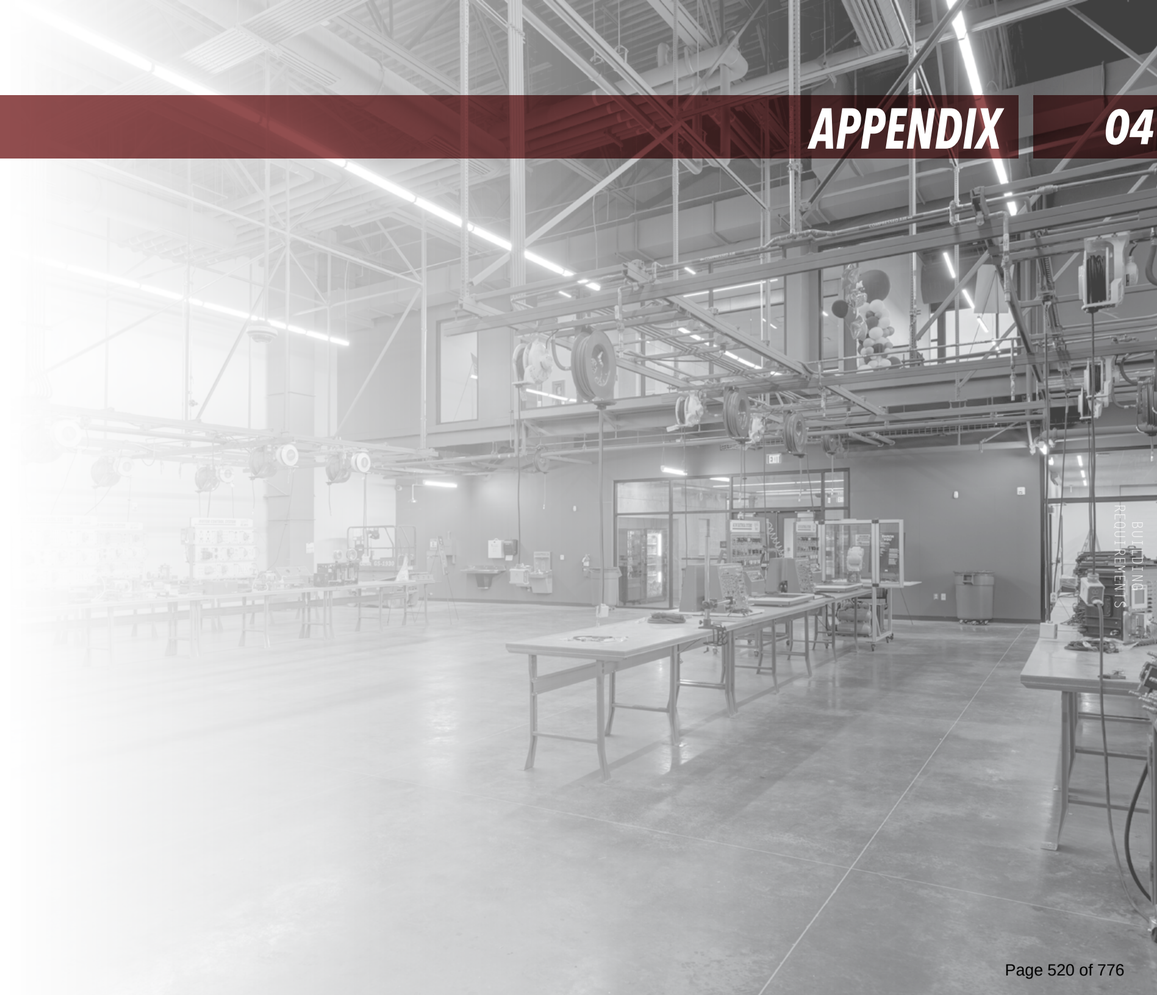


Figure 4.5.1 Phase I Site plan for Proposed Wasatch Campus.

APPENDIX 04



4.1 cost analysis

CSI	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
02	EXISTING CONDITIONS		$	2.51	$ 250,000
03	CONCRETE		$	13.76	$ 1,371,224
04	MASONRY		$	9.60	$ 956,053
05	METALS		$	50.56	$ 5,037,077
06	WOODS & PLASTICS		$	14.66	$ 1,460,840
07	THERMAL & MOISTURE PROTECTION		$	28.96	$ 2,885,057
08	DOORS & WINDOWS		$	18.00	$ 1,793,520
09	FINISHES		$	52.87	$ 5,267,490
10	SPECIALTIES		$	2.30	$ 229,151
11	EQUIPMENT		$	5.75	$ 572,878
12	FURNISHINGS		$	-	$ -
13	SPECIAL CONSTRUCTION		$	-	$ -
14	CONVEYING SYSTEMS		$	1.04	$ 103,500
21	FIRE SUPPRESSION		$	4.89	$ 486,947
22	PLUMBING		$	18.40	$ 1,833,210
23	HVAC		$	74.75	$ 7,447,417
26	ELECTRICAL		$	41.59	$ 4,144,031
27	COMMUNICATION		$	13.80	$ 1,374,908
28	ELECTRONIC SAFETY & SECURITY		$	9.26	$ 922,334
31	EARTHWORK		$	10.20	$ 1,016,010
32	EXTERIOR IMPROVEMENTS		$	30.35	$ 3,023,524
33	UTILITIES		$	8.09	$ 806,273
	SUBTOTAL		$	411.33	$ 40,981,445
	GENERAL CONDITIONS	6%	$	24.68	$ 2,458,887
	BONDS & INSURANCE	1.7%	$	7.41	$ 738,486
	OVERHEAD & PROFIT	3.5%	$	15.52	$ 1,546,259
	DESIGN CONTINGENCY	15%	$	61.70	$ 6,147,217
	TOTAL CONSTRUCTION COST		$	520.64	$ 51,872,292
	Building Perimeter	1,312			

CSI	DESCRIPTION	QTY		UNIT	UNIT COST	TOTAL
	Site Clearing	250,000	SF	$	1.00	$ 250,000
	Existing Building Demolition	n/a	CF	$	0.33	
	TOTAL EXISTING CONDITIONS					$ 250,000
03	CONCRETE					
	Continuous Footing	389	CY	$	580.75	$ 225,780
	Spot Footing	389	CY	$	603.75	$ 234,721
	Foundation Wall	2,624	SF	$	63.25	$ 165,981
	Slab on Grade	74,723	SF	$	7.19	$ 537,073
	Topping Slab 6.5"	24,908	SF	$	7.30	$ 181,889
	Vapor Barrier	74,723	SF	$	0.35	$ 25,780
	TOTAL CONCRETE					$ 1,371,224
04	MASONRY					
	Masonry Exterior	23,093	SF	$	41.40	$ 956,053
	TOTAL MASONRY					$ 956,053
05	METALS					
	Floor Structural Steel (14#/SF)	348,709	LB	$	4.14	$ 1,443,653
	Roof Structural Steel (9#/SF)	676,109	LB	$	4.14	$ 2,799,092
	Metal Floor Deck	24,908	SF	$	6.04	$ 150,381
	Metal Roof Deck	75,123	SF	$	6.04	$ 453,557
	Decorative Stairs	168	SF	$	230.00	$ 38,640
	Metal Pan Stairs	672	SF	$	86.25	$ 57,960
	Decorative Freestanding Rail	68	LF	$	402.50	$ 27,370
	Freestanding Railing	152	LF	$	327.75	$ 49,818
	Wall Railing	152	LF	$	109.25	$ 16,606
	TOTAL METALS					$ 5,037,077
06	WOOD & PLASTICS					
	Carpentry					
	Wood Plates & Blocking	99,631	SF	$	0.86	$ 85,932

CSI	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
	Millwork	99,631 SF	$	13.80	**$ 1,374,908**
	TOTAL WOOD & PLASTICS				**$ 1,460,840**
07	**THERMAL & MOISTURE PROTECTION**				
	Roof Membrane	75,123 SF	$	5.69	$ 427,639
	Rigid Roof Insulation	75,123 SF	$	6.50	$ 488,113
	Roof Protection Board	75,123 SF	$	3.05	$ 228,938
	Roof Vapor Barrier	75,123 SF	$	3.74	$ 280,773
	Rigid Wall Insulation	29,391 SF	$	4.43	$ 130,129
	Wall Batt Insulation	29,391 SF	$	1.27	$ 37,180
	Weather Barrier	29,391 SF	$	4.20	$ 123,370
	Exterior Sheathing	29,391 SF	$	2.59	$ 76,050
	Rigid Foundation Insulation	2,624 SF	$	3.45	$ 9,054
	Foundation Drain	1,047 LF	$	44.85	$ 46,943
	Foundation Waterproofing	2,624 SF	$	11.10	$ 29,122
	Sound Batt	171,720 SF	$	1.44	$ 246,848
	Metal Wall Panel	4,199 SF	$	63.25	$ 265,570
	Cementitious Siding	2,099 SF	$	74.75	$ 156,928
	Roof Screen Wall w/ Structure		$	-	NIC

Page 2

	Flashing & Sheet Metal	2,093 SF	$	7.48	$ 15,648
	Fireproofing	99,631 SF	$	2.59	$ 257,795
	Caulking & Sealing	99,631 SF	$	0.40	$ 40,101
	TOTAL THERMAL & MOISTURE PROTECTION				**$ 2,885,057**
08	**DOORS & WINDOWS**				
	Doors - Interior & Exterior	99,631 SF	$	5.38	$ 536,214
	Shading Devices	2,834 SF	$	92.00	$ 260,742
	Curtainwall	6,298 SF	$	92.00	$ 579,426
	Storefront Glazing	6,298 SF	$	57.50	$ 362,141
	Skylight Glazing				NIC
	Interior Glazing	996 SF	$	55.20	$ 54,996
	TOTAL DOORS & WINDOWS				**$ 1,793,520**
09	**FINISHES**				
	Exterior MS Wall Framing	41,987 SF	$	6.67	$ 280,056
	Interior Partition Framing	165,358 SF	$	4.54	$ 751,137
	Shaft Wall	2,248 SF	$	14.58	$ 32,776
	Stairwell Wall Rated	4,115 SF	$	11.13	$ 45,806
	Gyp. Wallboard	383,180 SF	$	2.75	$ 1,053,170
	Ceilings - Healthcare	27,934 SF	$	11.50	$ 321,241
	Ceilings -Trades	37,783 SF	$	6.90	$ 260,703
	Ceilings - Tech	23,920 SF	$	6.90	$ 165,048
	Ceilings - Program Support	9,993 SF	$	11.50	$ 114,920
	Flooring - Healthcare	27,934 SF	$	11.50	$ 321,241
	Flooring - Trades	37,783 SF	$	6.90	$ 260,703
	Flooring - Tech	23,920 SF	$	6.90	$ 165,048
	Flooring - Program Support	9,993 SF	$	11.50	$ 114,920
	Base	6,386 LF	$	5.75	$ 36,721
	Paint Gyp. Wallboard	383,180 SF	$	1.21	$ 462,690
	Wall Finishes	383,180 SF	$	2.30	$ 881,313
	TOTAL FINISHES				**$ 5,267,490**
10	**SPECIALTIES**	99,631 SF	$	2.30	**$ 229,151**
11	**EQUIPMENT**				
	Equipment	99,631 SF	$	5.75	$ 572,878
	TOTAL EQUIPMENT				**$ 572,878**

CSI	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
12	**FURNISHINGS**				
	TOTAL FURNISHINGS			**$** -	
13	**SPECIAL CONSTRUCTION**				
	TOTAL SPECIAL CONSTRUCTION			**$** -	
14	**CONVEYING SYSTEMS**				
	Passenger Elevator - 2 Stop	1	EA	$ 103,500.00	$ 103,500
	TOTAL CONVEYING SYSTEMS				**$ 103,500**
21	**FIRE SUPPRESSION**				
	Fire Suppression System	99,631	SF	$ 4.89	$ 486,947

CSI	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
23	**HVAC**	99,631	SF	$ 74.75	**$ 7,447,417**
26	**ELECTRICAL**				
	Service & Distribution	99,631	SF	$ 9.95	**$ 991,079**
	Power	99,631	SF	$ 9.20	**$ 916,605**
	Site Electrical	175,277	SF	$ 2.30	**$ 403,137**
	Lighting	99,631	SF	$ 18.40	**$ 1,833,210**
	TOTAL ELECTRICAL				**$ 4,144,031**
27	**COMMUNICATIONS**				
	Telecommunications	99,631	SF	$ 6.90	**$ 687,454**
	A/V	99,631	SF	$ 6.90	**$ 687,454**
	TOTAL COMMUNICATIONS				**$ 1,374,908**
28	**ELECTRONIC SAFETY & SECURITY**				
	Fire/Smoke System	99,631	SF	$ 3.51	**$ 349,456**
	Security System, Surveillance	99,631	SF	$ 5.75	**$ 572,878**
	TOTAL ELECTRONIC SAFETY & SECURITY				**$ 922,334**
31	**EARTHWORK**				
	Building Excavation	16,605	CY	$ 9.20	$ 152,768
	Overexcavation				NIC
	Deep Foundation Systems		SF		
	Permanent Shoring				N/A
	Temporary Shoring				N/A
	Backfill & Compaction w/ Imported Fill	7,472	CY	$ 40.25	$ 300,761
	Haul Away Excess	16,605	CY	$ 11.50	$ 190,959
	Building Grading	74,723	SF	$ 1.15	$ 85,932
	Gravel Under Slab	1,461	Ton	$ 57.50	$ 84,022
	Site Grading	175,277	SF	$ 1.15	$ 201,568
	TOTAL EARTHWORK				**$ 1,016,010**
32	**SITE IMPROVEMENTS**				
	Site Improvements	175,277	SF	$ 17.25	$ 3,023,524
	TOTAL SITE IMPROVEMENTS				**$ 3,023,524**
33	**UTILITIES**				
	Site Utilities	175,277	SF	$ 4.60	$ 806,273
	TOTAL UTILITIES				**$ 806,273**

01. STRUCTURAL DESIGN & CRITERIA

STRUCTURAL NARRATIVE

The structural design for this project should provide a building which will integrate with the program requirements for space layout, architectural and service needs, while meeting current code standards for vertical and horizontal load carrying capacity. The facility has a wide variety of spaces that must be accommodated including cosmetology, culinary arts, welding, automotive and diesel tech, etc. Lab spaces, classrooms, office spaces, and building support spaces supporting these programs are included in the facility. Many of these spaces have unique demands for loading and durability that must be addressed in the final design.

CODES AND STANDARDS

Codes and standards that apply to the design of this building are:

- 2018 International Building Code, or the latest adopted by the State of Utah.
- DFCM Design Criteria for Architects and Engineers, Latest edition
- American Institute of Steel Construction (AISC) with Commentary
- ACI 318 Building Code Requirements for Reinforced Concrete
- ACI 530 Building Code Requirements for Masonry Structures
- American Iron and Steel Institute (AISI) Specifications for the design of Cold-Formed Steel Structural Members
- American Welding Society (ANSI/AWS) D1.1 Structural Welding Code
- Steel Joist Institute (SJI) for open web Joists and Girders
- Steel Deck Institute (SDI) for Metal floor and roof Decks

GEOTECHNICAL CRITERIA

A geotechnical investigation has not been completed for the site. It is critical to get a geotechnical investigation, even if only preliminary, to understand the soils, hazards, and any requirements for constructing on the site. Liquefaction and other earthquake-induced hazards may pose a significant cost in developing the site.

DESIGN CRITERIA

The structural systems in the facility shall be designed to meet the requirements of the 2018 International Building Code (IBC) or latest adopted at the time of design and the Design Criteria Manual adopted by the Utah State Building Board. The following minimum requirements should be anticipated:

- Risk Category: ..... Category III (Buildings and other structures containing educational occupancies for students above the 12th grade with an occupant load greater than 500)

- Wind Loads
  Wind Velocity ..... 109 mph, (3 second Gust)
  Exposure Type ..... "C", for the building structure, as appropriate to the site.

- Seismic Loads
  (These values may need to be modified to reflect the results of the site specific response analysis rather than the mapped values indicated below.)

  Short Period Mapped Acceleration ..... Ss = 0.561
  Long Period Mapped Acceleration ..... S1 = 0.199 g
  Site Class ..... D (assumed)
  Seismic Design Category ..... D
  Seismic Importance Factor, Ie 1.25

- Roof Loads
  Ground snow, pg ..... 59 psf
  Calculate roof snow load from the Utah Ground Snow Load Study
  Snow Importance Factor, Is 1.10

ANTICIPATED CONSTRUCTION

Foundation systems will need to be determined following the completion of the geotechnical investigation.

Typical concrete slabs on grade shall be a minimum of 4" thick. Diesel and Automotive Technology as well as mechanical area slabs on grade shall be a minimum of 6" thick and reinforced. Lifts and other heavy equipment shall be investigated separately, and foundation systems appropriately chosen for them.

The suspended floor areas will likely consist of 3 ½" normal weight or light weight concrete over 3" metal floor deck supported by steel wide flange floor framing and steel columns. Lightweight concrete may be advantageous if suspended floor slabs will be required to have a 2-hour fire rating. The floor framing will incorporate welded studs to make the floor slab composite with the beams. The typical roof framing will consist of open web steel joists and/or wide flange beams supporting steel roof deck. Market conditions at the time of design may dictate all wide flange beams for the roof structure to avoid delays due to joist availability.

Various spaces within the facility will require additional structural support for operable partitions and specialty equipment such exhaust hoods, kitchen equipment, medical equipment, etc. Overhead cranes or monorails may be required in the Diesel and Automotive Technology areas. Such cranes will be designed for static and lateral/longitudinal forces.

The lateral force resisting system for the facility could include shear walls, braced frames, and/or moment frames. A braced frame lateral force resisting system incorporating buckling restrained braces in strategic locations offers a good compromise of flexibility and cost efficiency. A braced frame system would likely result in a portion of the braced frames being visually exposed. Exposed braced frame conditions will need to be carefully considered as part of the overall facility aesthetic.

4.2 electrical narrative

01. ELECTRICAL SYSTEMS & CRITERIA

CODES AND STANDARDS

Codes, Standards, and Guidelines, which are applicable to the design of the electrical systems, are listed below. Comply with each of the latest adopted publications:

- ADA, Americans with Disabilities Act
- International Energy Conservation Code
- EIA/TIA, Electronics Industries Association/Telecommunications Industry Association
- IBC, International Building Code
- IECC, International Energy Conservation Code
- IEEE 1100-1999, Recommended Practice for Power and Grounding Electronic Equipment
- IESNA, Illuminating Engineering Society of North America
- NFPA, National Fire Protection Association (applicable sections including but not limited to):
  - NFPA 70, National Electrical Code
  - NFPA 72, National Fire Code
- UL, Underwriter's Laboratories
- Utah State Fire Marshal Laws, Rules and Regulations
- Division of Facilities Construction and Management, Design Criteria
- Division of Facilities Construction and Management, High Performance Building Standard

02. SITE UTILITIES

ELECTRICAL SERVICE

A new electrical service to the building will be provided and fed from Heber Light & Power. Currently there is a 3-phase overhead line crossing the south side of the site. The medium voltage lines are to be relocated below grade along with feeding the new campus/building. There are a few single phase transformers and feeders to clients that will need to be refed. During design and coordination with local utility consideration into locating and adding provision for future campus buildings should be addressed. The new service will include extending primary conduit to a new pad-mount transformer and utility meter. The Contractor will provide: trenching, backfill, all conduit, precast concrete transformer pad/vault, service disconnect located outside, CT cabinet, meter socket, and secondary conduit from the transformer to the main switchboard. Coordination/confirmation with local utility on who provides each piece of equipment and installs it will need to be performed with design

TELECOMMUNICATION CAMPUS SERVICES

Provide four 4" conduits with inner duct into the main telecommunications room and a new handhole near the property boundary on the south side of the campus. Coordinate with the service providers on how and where they will entry the campus and building. Consideration shall be taken during design to locate handholes so they can utilize for future buildings and expansions. The building will be served fiber and 50 pair copper OSP rated cabling.

03. ELECTRICAL DISTRIBUTION SYSTEMS

The main electrical room shall be constructed to house a 480/277 volt main distribution switchboard. This room should be located as close as possible to the pad-mounted high voltage transformer to reduce the length of feeder conduit and conductors.

The 480Y/277 volt main distribution switchboard is anticipated to have a rating of approximately 2500 amps, this shall be verified and adjusted as necessary during design. It shall have a main circuit breaker and shall be free-standing and equipped with both utility and Owner metering. This switchboard shall be utilized to provide power to lighting panel boards, step-down transformers, 480 volt motors, elevators, 480V industrial equipment, and large mechanical equipment such as air handlers, pumps, chillers, fans, etc. Provide a minimum of 10% spare bus capacity in the main switchboard.

A 120/208 volt distribution system shall be served by step down transformers with K-ratings as appropriate for the loads served, with a minimum K-4 rating. Transformer windings shall be aluminum.

Panelboards shall be provided in vertically stacked electrical rooms wherever possible. Electrical rooms shall be centrally located as much as possible so that the conductor distance from any panelboard to the most remote outlet is not greater than 150 feet. These rooms shall be dedicated to electrical distribution and shall not be used for storage or any other purposes. Consideration shall be given to the ease and accessibility of running new and future conduits out of each room; for example, do not locate the room between stairs, elevators, restrooms, etc. that would make future work difficult. If inaccessible ceilings surround the room, then stub (5) spare 3 / 4" conduits from each panelboard to accessible ceiling areas. Dedicate an area of each room for current and future riser conduits so that wall-mounted equipment will not impede vertical distribution. Electrical rooms shall have a minimum of 25% additional space for future growth. Panelboards and dry-type transformers serving normal lighting and appliance circuits shall be located on the same floor as the circuits they serve.

Main distribution switchboard, power distribution panels, and branch panelboards shall have copper bussing and 25% excess capacity for future growth and flexibility.Distribution equipment such as transformers, distribution panels, and panelboards shall be located as near as practicable to the loads served. For industrial shop type spaces the electrical distribution equipment shall be located within or adjacent to the primary space served. Mechanical and 3 phase motors shall be provided with single phase protection, this shall include shunt trip breakers and phase failure relays as required.

FEEDER DISTRIBUTION

To the greatest extent possible, separate different types of loads onto different feeders and busses, such as HVAC equipment, lab equipment, lighting, convenience power, and "clean" computer power. In general, large motors and equipment shall be served at 480V, 3 phase; lighting at 277V; outlets and small equipment at 120V.

480Y/277 volt lighting and appliance branch circuit panel boards shall be utilized to provide power for lighting, HVAC, and other electrical motor loads. Panel boards shall be dedicated to serve either lighting or HVAC loads but not both.

The 208Y/120 volt lighting and appliance branch circuit panelboards shall be utilized to provide power for low voltage lighting, computer equipment, owner furnished equipment, duplex outlets, small mechanical equipment, etc. Separate branch panelboards shall be installed to feed power to computer equipment. Computers and any sensitive equipment shall be fed from separate panelboards to isolate them from other equipment such as small mechanical equipment and general-purpose duplex outlets. All 208Y/120 volt lighting and appliance branch circuit panelboards shall have 100% neutral busses with no isolated ground busses, unless required for the specific application.

Transformers that are used to supply 208/120 volt panelboards shall comply with NEMA TP1 for energy efficiency and be designed for non-linear loads.

Provide variable frequency drives with harmonic filtering where required for mechanical equipment in compliance with DFCM requirements. VFD's shall be specified with a 5-year warranty.

METERING

Provide CT/Meter section as required by Heber Light & Power for main building utility metering.

Provide owner main building metering as well as a sub-metering system meeting the DFCM high performance building standards. Sub-metering system to meter the following systems: Building, HVAC, Lighting, plug load, and any electrical loads over 100kW. The sub-metering system shall be integrated into the building automation system.

CONDUCTORS

All conductors shall be copper. Conductors for branch circuits shall be sized to prevent voltage drop exceeding 3% at the farthest load. The total voltage drop on both feeders and branch circuits shall not exceed 5%. When calculating the voltage drop, the load shall be assumed to be 80% of the ampacity of the branch circuit and feeder conductors.

RACEWAYS

Design all wiring in raceways, minimum ¾" conduit for power and 1" minimum for telecomm. Type MC cables may be used as permitted by DFCM standards. New cable tray shall be provided throughout the corridors for distribution of low voltage network cabling. Conduits for telecommunications shall stub to cable tray located in accessible ceiling space. Structured IT cabling will then be run in cable tray to the telecomm rooms. Include pull strings in all empty conduits. Include raceway for all audio/visual and technology systems as defined in the project building requirements whether furnished as part of the construction contract or furnished by the Owner.

EQUIPMENT AND FURNITURE

Refer to the program equipment summary and space plan sheets for equipment requiring electrical rough-in and connections. All equipment and furniture identified in the program documents, whether it is furnished in this contract or a separate contract, shall be provided with power and raceway rough-in for complete operation.

SURGE SUPPRESSION

To provide protection against damage to sensitive electronic equipment, due to surges, provide a new transient voltage surge suppression (TVSS) device at the main distribution switchboards and at branch circuit panelboards serving sensitive electronic equipment.

Provide surge protection for all emergency distribution panelboards as required by NEC

FAULT CURRENT, COORDINATION, AND ARC FLASH STUDY

A fault current and coordination study shall be performed by a licensed electrical engineer to indicate available fault current at all points in the building distribution systems. New equipment shall be adequately rated for the amount of available fault current. System coordination shall be studied, and fuses or breakers selected to ensure minimum system outage due to overloads or fault currents. Breakers with adjustable long time, short time, instantaneous and / or ground fault settings shall be set at levels for optimum system coordination. In addition, an arc flash study shall be provided; electrical equipment shall be provided with labeling per all NEC requirements.

BRANCH CIRCUITS

Branch circuits shall be loaded to no more than 80% of what is allowed by NFPA 70. Where outlets are intended for a specific piece of equipment, the load of the outlet shall be based on the equipment nameplate. Otherwise, allow no more than 6 convenience outlets per circuit in instructional lab spaces and for computer workstations, and 8 convenience outlets per circuit for general purpose use. Outlets with dedicated branch circuits (one outlet per circuit) are required for vending machines, copy machines, break room counters, A/V cabinets and where the equipment nameplate requires it. Each branch circuit homerun shall have no more than 3 circuits per raceway.

UNINTERRUPTIBLE POWER SYSTEM (UPS)

Include rack mounted UPS as part of the project. The UPS shall include maintenance bypass, batteries, and network monitoring. The following loads shall be provided with UPS power:

- Communication room outlets

EMERGENCY SERVICE AND DISTRIBUTION:

A diesel powered standby/emergency generator shall be included with the new facility. The generator is estimated to be between 100kW – 250kW, actual size shall be determined during design once the exact generator loads have been determined. The generator will be outdoors with weather-protective, level 2 sound-attenuating housing. Fuel shall be contained in a skid-mounted, double-walled tank. Fuel supply shall be minimum 24 hours at full load. Provide at least two transfer switches: one for emergency and one for non-emergency (optional) loads. Annunciate alarms adjacent to fire alarm panel. The following shall be provided with emergency power:

- Emergency egress and exit lighting
- Fire Alarm
- Electrical room - lights and outlets
- Communications rooms - outlets, lights and air conditioning
- Security systems
- Minor Select Owner defined loads (such as reception outlets)

04. LIGHTNING PROTECTION

A lightning protection system is recommended by NFPA 780 for the new building and requested by the owners. Provide a lightning protection system for the building with UL mater label.

05. OUTLETS

The following shall be used as a general guideline. Each outlet location shall be coordinated with the design team and end user during the design.

Instructional Lab Areas: Outlets sufficient for programmed equipment, plus outlets along work benches or tables – no greater than 2′ on center (unless otherwise identified in the space plan sheets). Include red cover plates for hospital simulation areas to simulate emergency power outlets consistent with a standard hospital space, the outlets shall be provided with normal power (they are for simulation only).

Meeting Rooms and Instructional Spaces: Provide outlets for instructor's station, audio / visual equipment. Ensure that there is at least one outlet for each 10′ of wall space. Provide floor outlets where stations or equipment cannot be served directly from the wall without crossing aisle space. Where tables are fixed in place, coordinate power outlets mounted directly into the millwork.

Commons Areas, Lounges and Informal Gathering Areas: Provide power outlets for laptop computers, at least one duplex for each group of 4 seats, but no less than one outlet per each 12′ of wall space. Provide floor outlets where stations or equipment cannot be served directly from the wall without crossing aisle space.

Offices: For each workstation, provide one outlet dedicated to computer terminals and one normal outlet, and one additional normal outlet for every 10′ of wall space.

Conference and Board Rooms: One outlet for every 10′ of wall space, plus one outlet dedicated to computer terminals on two walls. Provide combination power/communication floor outlets underneath conference room tables.

Lounges / Breakrooms / Kitchenettes: GFI Outlets on dedicated circuits every 4′ on counter top plus dedicated outlets for refrigerator, microwave, and disposal (switched at counter top), plus one outlet for every 10′ of other wall space in room.

Counter tops (in general): One outlet every 4′; GFI where within 8′ of a sink.

Telephone / Data Closets: Provide one 208 volt outlet near the telecommunications rack on emergency power for a UPS – coordinate amperage requirements with Owner. Provide two 120 volt quad outlets on emergency power on the telephone terminal board, plus one outlet on normal near the door.

Electrical Rooms: At least one outlet on emergency power.

Restrooms / Shower Rooms: One GFI outlet near each lavatory counter top.

Corridors, Lobbies: Provide at least one outlet every 25′, on alternating sides of the corridor or lobby.

Stairs: One outlet at the landing of each level.

Storage Rooms (small), Janitors Closets: One outlet.

Building Exterior: One WP/GFI receptacle near each building entrance/exit.

GROUNDING: GROUNDING CONDUCTORS

Grounding conductors shall be installed with all feeder and branch circuits. Additional isolated grounding conductor shall be provided as required based on load type at 120/208-volt branch panel boards.

Provide a grounding riser system throughout the telecommunication rooms consisting of a grounding bus mounted on the wall in each room near the telecommunications boards and two grounding conductors (one extending to the main ground bus of the main distribution panel and the other extended to building steel).

06. INTERIOR LIGHTING

GENERAL DESIGN CRITERIA

Utilize standard fixtures to meet the illumination requirements while maintaining high efficiency and requiring minimal maintenance. Install fixtures in locations such that special equipment is not required for lamp replacement. Provide task lighting where practical to reduce the overall energy consumption. Lighting intensity and uniformity should provide shadow-free and glare-free illumination of work surfaces. Lighting intensity control using dimmers or multi-level switching should be incorporated in specialized instructional spaces where computer or other electronic equipment monitors are used. Pendant indirect or direct / indirect fixtures are ideally suited for the environments that will be encountered and should be used where ceiling heights will allow for suspension of 18 inches or more below the finished ceiling. If pendant fixtures are used in rooms with ceiling projectors, carefully coordinate the pendant fixtures with the projected image to eliminate any conflicts.

The state of Utah has adopted IECC for the state energy code, but IECC has a compliance path allowing the use of ASHRA 90.1, so either energy is acceptable to the state. The design team may make the decision during design with regard to which energy code they would like to follow. The lighting load for the facility should target a lighting power density of 0.6-0.7 Watts/SF, this would result in a lighting design between 20-30% better than baseline. A minimum of 10% is required by the DFCM high performance building standard. The lighting power density baseline values at the time of programming are shown below for reference.

- IECC 2018: 0.87 W/SF (School/University)
- IECC 2018, reduced based on table 406.3: 0.78 W/SF (School/University)

TASK ILLUMINANCE

Lighting levels shall be in accordance with the Recommended Illuminance Categories and Illuminance Values for Lighting Design, IES Lighting Handbook. Total lighting load for the facility should not exceed the calculated lighting power budget, minus 10%, as determined by ASHRAE 90.1. The lighting levels listed below in footcandles should be used for design purposes. The values listed are average maintained illuminance levels using a maintenance factor of 75%. The numbers listed are target values and should be adjusted to meet the special requirements of individual areas.
Task lights shall be provided by the Construction Contract if part of the lab casework.

Function / Space	Illuminance (Avg. Footcandles)	
Instructional Labs	50 (ambient)	75 (task)
Offices	30 (ambient)	50 (task)
Classrooms	40	
Computer Labs	40	
Conference / Meeting Spaces	40-50	
Corridors / stairwells	15-20	
Corridors / stairwells, Staff only	15-20	
Lobby/Reception	20-30	
General Storage	15-30	
Lab Equipment Rooms	30	
Mechanical / Electrical Rooms	30	
IT Rooms	30	

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LUMINAIRE SOURCES

The design should utilize LED source lighting throughout. Other sources should only be considered for specialty type lighting where LED sources are not available or practical. Fixtures should be 4000 K color temperature with a minimum CRI of 80. In areas where color rendition is important, fixtures with CRI of 90 or above shall be utilized.

Dimming drivers shall be included with all LED fixtures and shall be compatible with daylighting and dimming controls.

INTERIOR LIGHTING CONTROL

Vacancy/Occupancy sensors should be used in normally occupied enclosed areas such as offices, break rooms, conference rooms, and toilet rooms to shutdown lighting when the areas are not occupied. Lighting in common areas such as corridors and lobbies should be controlled by a programmable networked lighting relay control system with the capability of timed control, sensor inputs and building automation system integration. The building lighting control system shall be available through the network on user defined computers. Low voltage wall station override switches are required in convenient locations throughout the facility to allow for on / off override to suit the specific needs of the building occupants. Preferred manufacturer for lighting controls is the WattStopper DLM system.

Provide automatic day light harvesting controls in areas where natural illumination is available as defined by daylight zones within the energy code. Photoelectric sensors should be used to shutdown or dim the artificial lighting when it is not needed. In offices and instructional laboratories where day lighting control is used, utilize continuous dimming to negate the noticeable affects of the on / off cycles of the artificial illumination. Stepped daylight dimming controls shall not be permitted.

As required by the room use, provide variable lighting levels by continuous dimming. In rooms with audio / visual (AV) equipment, provide variable and zoned lighting control, from front to back, to allow for flexibility in lighting scenes for the various room functions. Where central AV control systems are used, provide lighting control / dimming systems with an RS232 AV interface to allow the lights to be controlled from and integrated into the AV system.

The interior common spaces like the lobby that could be used for social events and dances must have the ability to manually dim all lights including emergency lightings within the space to meet the needs of special event lighting.

07. EXTERIOR LIGHTING

DESIGN CRITERIA

The exterior lighting fixtures should be selected to harmonize with the architectural style of the building. In general, all outdoor lighting shall have full cut-off optics as defined by the IESNA. Wall mounted decorative fixtures may be used to draw attention to main entry or circulation areas. Wall mounted fixtures at other locations should be non-decorative with cutoff optics that are designed for the intended use. Fixtures for parking surface areas and walkways are to be pole. LED sources should be selected for use in all exterior fixtures to minimize the maintenance. All exterior light fixtures should be robust and suitable for the harsh exterior environment. Preference should be given to fixtures that have design features such as hinging reflectors and removable ballast trays that reduce the cost of lamp replacement and fixture repairs. The exterior site lighting shall match the existing campus LED fixtures, Owner to provide cut sheets as design proceeds.

The exterior lighting controls shall include programmable time based relays. The system shall be programmed with preset scenes based on day/time schedule determined by Owner. Scenes shall include dimmed options for dimming of site lighting after hours. Manual controls shall be included to override site lighting controls, testing, and maintenance.

ILLUMINANCE

Lighting levels should be in accordance with the Recommended Illuminance Categories and Illuminance Values for Lighting Design, IES Lighting Handbook. Total lighting load for the facility should not exceed the calculated lighting power budget as determined by ASHRAE 90.1. The lighting levels listed below in footcandles should be used for design purposes. The values listed are average maintained illuminance levels using a maintenance factor of 75%.

Function	Iluminance (Avg. Footcandles)
Parking	0.5-1
Walkways	1
Building Perimeter - Entrances	5

EMERGENCY ILLUMINANCE

Select standard building lighting as may be required to achieve the illuminance criteria set forth in the NFPA Life Safety Code, IBC, and local codes. Designate these fixtures as egress lighting fixtures. Where lamp sources of building lighting are not instant on, provide arc keeper devices or battery/inverter units to prevent lamp source from extinguishing until emergency power can be supplied. Provide dedicated branch circuiting from the emergency power branch. Emergency lighting shall be provided on all paths of egress including but not necessarily limited to corridors, large open office or instructional spaces, restrooms, mechanical rooms, electrical rooms, and communication rooms. Egress pathways shall be provided with minimum lighting levels of 1 footcandle.

Provide illuminated exit signs in locations as required by the NFPA Life Safety Code, IBC, and local codes. Exit sign shall be cast aluminum LED type in labs and edge lit signs in all other locations. Provide dedicated branch circuiting from the emergency power branch.

08. FIRE ALARM SYSTEM

Fire alarm system shall be designed to comply with Utah State Fire Marshall's "Rules and Regulations".

Based on current intended building use and defined spaces, the building is expected to be a B Occupancy Type. This would require the following minimum system features:

- Fire alarm control panel with remote supervision
- Remote annunciator(s)
- Pull stations
- Monitoring of the fire sprinkler system
- Building notification via horn/strobe devices
- Duct detection and fan shutdown
- Elevator initiation, monitoring, and control
- Automatic smoke detection throughout all corridors and spaces open to corridors
- Smoke detection at fire alarm panels
- Exterior water flow horn/strobe

Design strobes visible from all locations except private offices. Horn installation shall comply with NFPA including for higher ambient noise requirements. Provide duct detectors and fan shutdown where required by NFPA and the IMC, including detection of smoke at all return air shafts servicing multiple floors. Provide smoke detectors in elevator lobbies, shafts, and in machine rooms. Provide heat detectors in machine rooms. Coordinate location of the building fire alarm control panel and annunciator panel with the fire marshal. Provide automatic smoke detectors throughout all corridors and spaces open to corridors as required by Utah State Code Amendments.

The approved manufacturer shall be finalized with MTech during design.

09. TELECOMMUNICATION SYSTEM

GENERAL

The voice and data system shall consist of two main categories: 1) Pathways and Spaces to support the voice and data system, and 2) The structured cabling system. Both shall be provided by the contractor.

PATHWAYS AND SPACES

There shall be one main communication room "ER". This room shall house the main computer and phone equipment that serves the building. The room shall be located as close to the center of the building as possible.

The building is anticipated to have additional TRs to the serve the building, additional communication rooms will be included as required on each floor if the horizontal cable length to a telecommunications outlet exceeds 90 meters. (The standards set the maximum cable length at 100 meters. That includes the length in the communication room from the wall to the switches, and in the classrooms, from the wall to the computers.)

A single enclosed cabinet and two 2-post racks will be provided in the ER, each TR will be provided with two 2-post racks. Vertical and Horizontal wire management shall be included.

A minimum of two (2) 2" conduits shall be run from the communication room on level two to the roof of the building for roof mounted external wireless communications. All communication rooms shall be located in a stacked configuration and shall be interconnected with at least (4) 4" sleeves. There shall be no water (for example but not limited to restrooms, drinking fountains or janitors sinks) adjacent to or above any of the communications rooms. All communications rooms shall have access directly from a hallway without needing to go through a classroom or office to enter the room.

The cable tray in communication rooms shall be a minimum of 18" wide with a 4" loading depth.

Each telephone/data outlet shall utilize a 4" square by minimum 2-1/8" deep junction box with a single-gang plaster –ring. One 3/4" conduit with nylon pull rope shall be run from each junction box to the cable tray located in the accessible ceiling space.

In offices where it is anticipated that there could be two (2) workstations or varying locations for a single workstation, provide at least two (2) telephone/data outlets and more as may be required.

10. STRUCTURED CABLING SYSTEM

GENERAL

Fiber shall be extend from service provide to building Dmark. The structured cabling system shall be designed to support high-speed voice/data/video and future high bandwidth applications. The system should be a Category 6A solution. The existing campus utilizes a Systimax solution.

The building network service entrance cable and backbone cable shall be fiber-optic. Horizontal cabling to each telephone/data outlet shall be CAT 6A unshielded twisted pair. All backbone cables shall be terminated in a wall-mounted fiber break out enclosure. All horizontal cabling shall be terminated in patch panels located in a 7'-0" high, 19" floor-standing rack. Each communication rooms shall be provided with floor-standing racks.

Each telephone/data outlet shall have at least two Category 6A RJ-45 4-pair ports with a dedicated horizontal Category 6A cable ran from the respective communication room on that particular level to each port.

Provide telephone outlets for elevator panels, building automation system, wall phone and other required uses. Each telephone outlet shall have one Category 6A RJ-45 4-pair port with a dedicated horizontal Category 6A cable ran from the respective communication room on that particular level to each port.

WIRELESS

The user desires that the building and all immediate adjacent outdoor areas be provided with reliable wireless local area network coverage. Provide data outlets at owner designated location for wireless points to cover all interior areas, as well as to spill out into all immediate adjacent outdoor areas. Design wireless access point data outlet with two category 6A.

SECURITY CAMERA

Provide data outlets at all security camera locations with a single CAT6A cable.

11. SECURITY SYSTEM

All security systems will comply with any established MTech standards. Systems will annunciate alarm conditions to, and be completely monitored.

Security System devices, cabling, control panels, monitors, terminations, etc. shall be furnished, installed, and connected by Contractor.

CARD ACCESS

A complete access control system shall be provided. MTech utilizes Mercury S2 access controls and will be followed for this building/campus.

The access control system includes control entry to all perimeter entry / exit points. Card readers will be the HID proximity type, and will comply with any established Campus Standards. Card readers will report to a central door controller. Coordinate door hardware to minimize the aesthetic impact to the appearance of the building. Request-to-exit motion detectors will be installed on the secure side of each access-controlled door. Magnetic locks and/or electric strikes will be utilized to secure access-controlled door. The following is the typical coverage:

1. Entry and exit points
2. Overhead doors
3. Telecom Closets
4. Electrical Closets
5. Rooms with expensive equipment

VIDEO SURVEILLANCE (CCTV)

A complete video surveillance system shall be provided. An Avigilon system will be provided with local recording.

The CCTV system includes control for visual monitoring of building perimeter, all building entry / exit points, at select main building thoroughfares, elevator lobbies, and at select sensitive interior areas. High megapixel cameras will monitor exterior areas including the building perimeter. Fixed megapixel cameras will monitor designated locations inside the building. Cameras will be installed in appropriately rated enclosures. Signals from cameras will be connected to a central switching / multiplexing system with minimum 21" video monitors for viewing. All camera images will be digitally recorded by NVR's that are local area network accessible. Additionally, cameras will be capable of being monitored and controlled at a remote location via the LAN. Provide NVR with 50% spare channels, cameras shall be fixed 1080p HD IP cameras, locations shall be coordinated with Owner and finalized during design.

INTRUSION DETECTION

Intrusion detection system meeting MTech's standards shall be provided. Currently DSC Neo is utilized and will be utilized for this building. A wired solution will be provided to monitor all corridors and entry points. Alarms shall be reported to the campus monitoring location.

12. CLOCK SYSTEM

A self-correcting GPS or wireless based clock system shall be provided. The clock system shall match the existing campus standard Sapling system. Clocks are anticipated in open areas such as lobbies, classrooms, labs, and similar spaces as coordinated with the Owner during design.

13. AUDIO AND VIDEO SYSTEMS

GENERAL

Audio and video systems will be specified in full compliance with established campus standards. System equipment will be specified for consistency with manufacturers and models identified by the Owner. All video systems will be digitally based, deploying HDBaseT transport and switching technology. All video systems will be fully compliant with high definition content protection (HDCP) standards.

MULTI PURPOSE

The Multipurpose Room will be provided with fully integrated audio, video, and control systems. Audio systems will amplify the spoken word from presenters, and amplify program audio originating from media source playback devices. The spoken word originating from presenters will be captured using wireless, lapel microphones and/or lectern-mounted gooseneck microphones. Once captured, the audio signal will be processed and amplified to a speaker system.

Several media source devices will be provided. These devices will include, but not be limited to, wired connections to portable computers, wireless connections to tablet computers, computers resident in teaching stations, DVD players, television tuners, and connections to the central control room. Audio originating from source devices will be selected, processed, and amplified to a speaker system. In compliance with the Americans with Disabilities Act, a wireless assisted listening system will be provided.

Two electric roll-up, tensioned cabled, 16:9 or 16:10 video projection screens will be provided for the display of media content. The projection screens will be sized using AV industry-wide accepted standards for the nearest and furthest viewers. Carefully coordinate projection screen locations with seating layouts to assure appropriate viewing sight lines. Specify a projector with a minimum native resolution of 1920 X 1080 in a 16:9 format or 1920 X 1200 in a16:10 format. As with screen sizing, apply AV industry-wide accepted standards in calculating the required light output for each projector to assure that images will not be "washed out" by ambient room lighting.

Fully integrated control systems will be provided for control of all audio and video system functions and room lighting systems. The resident user interface (UI) will be a touch panel located at the teaching station. Additionally, specify the capability for faculty wireless tablet computers to be used as the UI. Program UI graphics specific to the room in which it is deployed. To the extent directed by the Owner during the design process, specify that single control commands will result in the execution of multiple AV system, lighting system, and, if applicable, motorized window covering events (Macros). Program all control system processors to be networked with the building-wide control system management software and central control room.

The audio, video and control system will include the ability to operate both sides of the room independently, or combined into one larger room. This will include automatically combining the audio systems and allowing video content from either side to be presented on both screens.

CLASSROOMS

Classrooms will be provided with fully integrated audio, video, and control systems. Audio systems will be used to amplify program audio originating from media source playback devices only.

Several media source devices will be provided. These devices will include, but not be limited to, wired connections to portable computers, wireless connections to tablet computers, computers resident in teaching stations, DVD players, television tuners, and connections to the central control room. Audio originating from source devices will be selected, processed, and amplified to a speaker system. In compliance with the Americans with Disabilities Act, a wireless assisted listening system will be provided.

One electric roll-up, tensioned cabled, 16:9 or 16:10 video projection screen will be provided for the display of media content. The projection screen will be sized using AV industry-wide accepted standards for the nearest and furthest viewers. Carefully coordinate the projection screen location with seating layouts to assure appropriate viewing sight lines. Specify a projector with a minimum native resolution of 1920 X 1080 in a 16:9 format or 1920 X 1200 in a16:10 format. As with screen sizing, apply AV industry-wide accepted standards in calculating the required light output for each projector to assure that images will not be "washed out" by ambient room lighting.

Fully integrated control systems will be provided for control of all audio and video system functions and room lighting systems. The resident user interface (UI) will be a touch panel located at the teaching station. Program UI graphics specific to the room in which it is deployed. To the extent directed by the Owner during the design process, specify that single control commands will result in the execution of multiple AV system, lighting system, and, if applicable, motorized window covering events (Macros). Program all control system processors to be networked with the building-wide control system management software and central control room.

SIMULATION LABS AND DEBRIEFING ROOMS

The simulation labs will be provided with fully integrated audio, video, and control systems. Include two small, LED flat panel monitor for monitoring mannequin vital signs and charting and one large 80" 4K monitor in each debriefing room. Provide three ceiling-mounted PTZ cameras in each lab. Video system signal matrix switching (approximately 64 x 64), processing, and distribution will be provided to select video sources and route media content from any simulation lab to wall-mounted monitor or computer monitor in each debriefing room. Resident source devices will not be provided.

Provide an audio system in each debriefing room for the playback of live or recorded simulations. Two-way audio communication between each debriefing room and each simulation room will be comprised of one wall-recessed speaker at the headwall and on ceiling recessed speaker in the lab, and distributed ceiling speakers in the debriefing rooms. Two ceiling microphones will be provided in each lab to capture student responses and discussions during the simulation, and one gooseneck microphone will be provided near the instructor station in each debriefing room, so the teacher can simulate the patient. . Audio system digital signal processors and power amplifiers will be provided for processing and distribution of audio signals originating from microphones and input connection panels.

Fully integrated control systems will be provided for control of all audio and video system functions and room lighting systems. The resident user interface (UI) will be a touch panel located at the teaching station. Program UI graphics specific to the room in which it is deployed. To the extent directed by the Owner during the design process, specify that single control commands will result in the execution of multiple AV system, lighting system, and, if applicable, motorized window covering events (Macros). Program all control system processors to be networked with the building-wide control system management software and central control room.

LABS

The labs will be provided with fully integrated audio, video, and control systems. Include network 360 cameras above each exam table or patient bed. Provide low-light cameras in Maze lab and a fish eye camera at the head of the ambulance and a ceiling mounted PTZ camera at the door to the ambulance. Provide ceiling microphones in all labs to capture student skills and tests. Video system signal matrix switching, processing, and distribution will be provided to select video sources and route media content to control room and recording system for storage and playback.

Fully integrated control systems will be provided for control of all audio and video system functions and room lighting systems. The resident user interface (UI) will be a touch panel located in the control room. Program UI graphics specific to the room in which it is deployed. To the extent directed by the Owner during the design process, specify that single control commands will result in the execution of multiple AV system, lighting system, and, if applicable, motorized window covering events (Macros). Program all control system processors to be networked with the building-wide control system management software and central control room.

CONFERENCE ROOMS

Conference Rooms will be equipped with audio and video systems for media source device presentations, teleconferencing, and video conference capability. Design speaker systems to provide even sound pressure level throughout the entire seating area with + 2 dB at 2 KHz, with a frequency response of at least150 Hz to 15 KHz + 2 dB, and a maximum of 12% articulation loss of consonants.

Video systems will be provided for large screen display of meeting subject matter. Provide a 60" 4K LED television. Provide one audio video USB bridge and one pan, tilt, zoom cameras for image capture of video conferencing participants in each conference room. Conference Room tables will be permanently wired with computer video, inputs, along with their associated audio signals. This connectivity will be provided in a recessed connection panel.

Conference Rooms will be equipped with an integrated wired control panel for control of all audio and video system components, lighting systems, and motorized window coverings (if applicable). The touch screen control panel will be programmed in full compliance with the end user's desired button layout, configuration, and labeling. In addition, macros (multiple events) will occur when a button on the touch panel is engaged.

DIGITAL SIGNAGE

Digital signage shall be included in the project, locations shall be identified as design proceeds. The Owner would like to have digital way finding included if permitted by the project budget, this will be evaluated and coordinated further during design.

TV DISTRIBUTION SYSTEM

An RF TV distribution system will be provided as part of the contract. Provide TV location within classrooms and other areas as directed by Owner. The TV distribution for the new building will be fed from the existing main campus building data center by either fiber or coax as determined during design.

EMERGENCY RESPONDER DISTRIBUTED ANTENNA SYSTEM

An emergency responder distributed antenna system shall be provided if required by code to ensure proper code coverage for first responder radio frequencies within the building, this shall consist of a radio frequency amplification system within the building

CELLULAR TELEPHONE BOOSTER SYSTEM

A cell phone booster system is desired by the Owner that serves all carriers and shall be included as part of the project if permitted by the budget. This will be coordinated further as design proceeds. The existing campus buildings do not have a cell phone booster system in place; however, this is currently an issue for them.

4.3 mechanical narrative

01. HVAC DESIGN CRITERIA & APPLICABLE CODES

Comply with the following codes and design standards:

- International Building Code (IBC) - 2018
- International Mechanical Code (IMC) - 2018
- International Plumbing Code (IPC) - 2018
- International Fuel Gas Code (IFGC) - 2018
- International Energy Conservation Code (IECC) - 2018
- International Fire Code (IFC) - 2015
- National Electric Code (NEC) – 2020
- All state amendments.

Comply with all applicable local, state, and federal codes and regulations.

Comply with the following standards, most current edition:

- DFCM Design Requirements – Latest Edition (February 2, 2021)
- ANSI/ASHRAE Standard 62.1-2019: Ventilation for Acceptable Indoor Air Quality
- ANSI/ASHRAE Standard 55-2020: Thermal Environmental Conditions for Human Occupancy
- ANSI/ASHRAE 90.1-2016: Energy Standard for Buildings

Heating and Cooling Load Calculations: Size the building heating and cooling systems based on undiversified calculated loads for space and process equipment. Include 10% safety factor for the heating load calculations and no safety factor for the cooling load calculations.

02. DESIGN CONDITIONS

HEATING & COOLING LOAD CALCULATIONS

Size the building heating and cooling systems based on undiversified calculated loads for space and process equipment. Include 10% safety factor for the heating load calculations and no safety factor for the cooling load calculations.

OUTSIDE DESIGN CONDITIONS

Outside Design Conditions: Use the following climate data from ASHRAE Fundamentals 2020 Climatic Design Information.

Elevation	5,600 FT
Summer Design Dry Bulb Temp. (ASHRAE 0.4%)	95 deg. F
Summer Mean Coincident Web Bulb (ASHRAE 0.4%)	63 deg. F
Cooling Tower Web Bulb Temp. (ASHRAE 0.4%)	67 deg. F
Winter Design Dry Bulb Temp.	-20 deg. F

INDOOR DESIGN CONDITIONS

ASHRAE Standard 55

Offices, Conference/Work Rooms, & General Occupancy:

Design Temperature	
Summer	72 +/- 2 deg.F
Winter	72 +/- 2 deg.F
Design Humidity	N/A
Minimum ACH	ASHRAE 62.1

Classrooms (General)

Design Temperature	
Summer	72 +/- 2 deg.F
Winter	72 +/- 2 deg.F
Design Humidity	N/A
Minimum ACH	ASHRAE 62.1

Toilet/Shower Exhaust 10-min ACH. Runs continuously.

Commons Areas (Lobby/Reception/Corridor)

Design Temperature	
Summer	72 +/- 2 deg.F
Winter	72 +/- 2 deg.F
Design Humidity	N/A
Minimum ACH	ASHRAE 62.1

Server Room (General Network IT-Closets):

Design Temperature	
Summer	72 +/- 2 deg.F
Winter	72 +/- 2 deg.F
Design Humidity	N/A
Minimum ACH	ASHRAE 62.1
Cooling Source	Redundant cooling systems. DX Split AC unit connected to emergency power.

Teaching Shop (Diesel/Automotive/Welding):

Design Temperature	
Summer	80 +/- 2 deg.F
Winter	70 +/- 2 deg.F
Design Humidity	N/A
Minimum ACH	ASHRAE 62.1
Cooling Source	Independent air handler from office, classroom, corridor spaces.
Heating Source	Air handler with gas fired tube heaters

Teaching Lab (Cosmetology):

Design Temperature	
Summer	72 +/- 2 deg.F
Winter	72 +/- 2 deg.F
Design Humidity	N/A
Minimum ACH	ASHRAE 62.1

Nail/Esthetics Exhaust	Source capture at each nail station (50 cfm/station minimum). Space to be 100% exhaust (no recirculation).

Mechanical Rooms, Electrical Rooms, and Elev. Equip. Rooms:

Summer	85 deg. F (maximum)	No humidity control
Winter	60 deg. F (minimum)	No humidity control

NOISE CRITERIA

Design the heating, ventilating and air conditioning systems to meet the DFCM and ASHRAE Design Guidelines:

- 1. Open Offices: NC = 35 - 40
- 2. Private Offices: NC = 30 - 35
- 3. Conference Rooms: NC = 30 - 35
- 4. Circulation Spaces, Lobbies: NC = 35 – 40
- 5. Classrooms: NC = 30 – 35
- 6. Corridors: NC = 40 – 45
- 7. Shops: NC = 50 - 55

PRESSURE RELATIONSHIPS

Design the heating, ventilation, and air conditioning systems to meet the following:

Building:	**Positive to outside, +0.03 - 0.05" w.g.**
Toilet/Janitor Rooms:	**Negative to adjacent spaces**
Shop Spaces	**Negative to adjacent spaces**
Cosmetology	**Negative to adjacent spaces**

04. HEAT SOURCE

High efficiency (up to 94%) condensing type gas fired boilers will be utilized. The heating system will be designed as a low temperature hot water system to increase the thermal efficiency of the condensing boilers. A minimum of two boilers (sized at 60% capacity) will be provided for redundancy. In the event of failure of one boiler the remaining boiler shall prevent freezing in the building.

The building will be served by a variable flow heating water system consisting of base-mounted pumps with VFDs. Heating water will be distributed throughout the building to air handlers, VAV reheat boxes, unit heaters, etc. A heat exchanger will be provided for a separate glycol heating water piping system to provide freeze protection for heating coils in each air handler. A minimum of two pumps will be provided for the hot water and glycol hot water system for redundancy.

The heating water system components shall be sized for a minimum 30°F ΔT in order to reduce system flow and pumping energy.

Gas fired radiant heating units will be provided in the shop spaces to improve thermal comfort during winter conditions.

05. COOLING SOURCE

Building cooling will be provided by a water-cooled chiller located in a level 1 mechanical room. The chiller will be located inside a building mechanical space and will serve the cooling coils within the building air handling units. The chiller will be connected to cooling towers located in an outdoor mechanical yard.

The chiller will be located in a mechanical room located on grade and away from noise sensitive spaces to aid in maintenance accessibility and reduce noise transmittance.

A minimum of two pumps will be provided for the chilled water system for redundancy. The chilled water system components shall be sized for a high ΔT (12-15°F minimum) to reduce system flow and pumping energy.

The outdoor cooling towers will be induced draft crossflow type with axial fans and variable frequency drives to provide capacity control and energy savings during part load conditions. The cooling tower will drain to a remote sump located indoors or below grade for freeze protection. The sump will be equipped with a water filtration system complete with a basin sweeper within the condenser sump to maintain water quality.

The cooling towers will be sized for a 3°F approach temperature to supply cool condenser water that will be used for the indirect evaporative cooling coils at the building air handlers. A minimum of two pumps will be provided for the condenser water systems for redundancy.

06. HVAC SYSTEM

Building heating and cooling will be provided via a medium pressure, variable air volume (VAV), reheat system.

Custom air handlers with fan arrays for the supply and return/relief air fans will be used to provide air flow. Individual VFDs will be provided for each supply and return/relief fan for redundancy. Air tunnel velocity of 400 feet per minute maximum should be used in lieu of the standard 500 feet per minute for fan energy savings.

Building air handlers mounted at grade are preferred by the owner for access and serviceability. Roof mounted equipment is an acceptable alternative.

The office/classroom air handlers will be equipped with a glycol hot water preheat coil, chilled water-cooling coil, economizer, direct evaporative cooling section, indirect evaporative cooling section, and pre/final filters.

The shop space air handlers will be equipped with a glycol hot water preheat coil, economizer, direct evaporative cooling section, indirect evaporative cooling section, and pre/final filters.

Pre-filters and final filters shall be provided per the latest codes and DFCM high performance building standard. Pre-filters shall have an efficiency of 30% (MERV 8) and final filters an efficiency of 90% (MERV 13) based on ASHRAE Test Standard 52.

The building air handlers will have direct evaporative cooling. This will take advantage of Utah's low wet bulb temperatures. The direct evaporative cooling will be accomplished with air washers located in the air-handler supply stream downstream of the chilled water and indirect cooling coils. Humidity control is achieved via a 50% bypass damper.

The building will have a fully ducted supply and exhaust air system. The return air will utilize a ceiling plenum.

Program areas that create fumes, odors, or contaminated exhaust shall be served by a separate air handling system to avoid cross-contamination.

Classrooms, lab spaces, and conference rooms will have individual temperature control. Offices and ancillary spaces will be combined where possible and be provided with group temperature control.

07. EXHAUST SYSTEM

Roof mounted fans shall be provided for building exhaust. The general exhaust system will be split into multiple systems to reduce duct length and sizing within the ceiling space. Exhaust fans and roof mounted mechanical equipment will be centrally located and concealed from view. Where available electrically commutated (EC) motors will be provided for enhanced efficiency. Belt driven fans shall be avoided where possible.

Each shop space will be provided with a general exhaust fan sized for the code minimum exhaust airflow rate. The general exhaust will have duct openings near the floor and roof level to capture products of combustion that are heavier and lighter than air. Local exhaust source capture systems will be provided in each shop space as required by the program to capture noxious or hazardous chemicals (tailpipe exhaust connection, welding fume exhaust arms, canopy overhead exhaust). These fans shall discharge no less than 10 feet above the roof at 3,000 feet per minute and be located no less than 25 feet from fresh air intakes.

The shop spaces will be controlled to a negative air pressurization relative to the classroom/office areas to limit odor migration.

A welding exhaust dust collector will be mounted outdoors on grade adjacent to the welding shop. Exhaust from the welding exhaust arms and canopy exhaust will pass through the exhaust collector. MTech has a working partnership with Miller welding equipment which should be accounted for with equipment selection. A life cycle cost analysis shall be performed to evaluate if the exhaust collector is exhausted to outdoors or a recirculating type taking into account energy usage, filter change costs, and maintenance costs.

Local exhaust systems for welding, automotive, and diesel shall be designed to provide a minimum of two independent zones of control for redundancy and capacity control.

The culinary arts food service area will be equipped with Type I and Type II exhaust hoods. The hoods will have independent exhaust fans with welded stainless steel duct systems with access doors provided for code required access for cleaning and inspection. The hoods will be equipped with integral Ansul fire protection systems. A hood control system will provide variable volume control of the exhaust flow rate for the hoods based on cooking operation. Grease hood exhaust fans shall include a hinged based to facilitate cleaning.

The cosmetology space will be provided with independent exhaust systems. Local source capture will be provided at all nail stations and exhausted to the outdoors. A general exhaust system will be provided to serve all spaces where fumes and odors are created. Negative air pressurization will be maintained continuously to avoid odor migration to adjacent spaces.

The location of all roof mounted fans and equipment shall be coordinated to avoid being above sound sensitive spaces. Sound and vibration mitigation will be provided where this is not possible.

08. AIR INTAKES

Air intakes shall be positioned to avoid short circuiting of exhaust air back into the building. Every effort shall be made to minimize entrainment of fumes by strategic location of air intakes and exhaust discharges and shall take into account prevailing wind directions at the project site.

09. DATA & COMMUNICATION ROOMS

Data and communications rooms will be served by a dedicated cooling system. Each room will be served by both the building air handler and a dedicated cooling system for redundancy. Cooling requirements during emergency power operation will be evaluated as part of the design process and equipment required to function during emergency power operation will be served by cooling equipment on emergency power circuits.

10. ELEVATOR MACHINE ROOMS

Each room will be provided with independent mechanical cooling.

11. AUTOMATIC TEMPERATURE CONTROL SYSTEM

The ATC system will utilize direct digital controls (DDC) with electric driven actuators. The system will communicate directly with the existing MTech ATC system which is based on Schneider Electric Struxureware. The system will use open BACnet or LonTalk communication protocol in accordance with ASHRAE Standard 135 and DFCM requirements.

The direct digital control system shall monitor, control, and adjust the building controls from an in-building location. The following items of equipment shall be monitored and/or controlled:

- All central HVAC equipment including air handling units, boilers, chillers, heat exchangers, pumps, variable speed drives, and exhaust fans.
- All decentralized HVAC equipment such as variable air volume units, reheat coils, thermostats, meters, air and water temperature sensors, system pressure sensors.
- The control system shall be connected to the MTech campus network through the Ethernet network. This building shall be able to be monitored remotely from the Internet.

12. BUILDING UTILITY METERING

Flow and energy meters will be provided on each utility connected to the building including electricity, natural gas, and domestic water. The utility meters will be connected to the owner's existing building metering system (Summa Vitality).

Submeters will be provided on equipment and systems in accordance with DFCM guidelines which include equipment with natural gas capacity in excess of 1,500,000 Btu/h and makeup water connections for evaporative cooling systems with an airflow rate of 50,000 cfm or more.

The following meters are anticipated:

- Domestic cold water meter (measures total building usage)
- Makeup water sub-meter (measures cooling tower fill)
- Natural gas meter (measures total building usage)
- Natural gas sub-meter (For boilers with capacity >1,500,000 Btu/h)
- Natural gas sub-meter (For culinary kitchen equipment usage)
- Outdoor irrigation service meter (measures irrigation water usage)

13. DOMESTIC COLD WATER SYSTEM

A new domestic cold water service will be provided to the building and will branch off to serve the fire suppressions requirements as well as the plumbing and mechanical end uses for the building.

Provide a pressure reducing valve station with 1/3-2/3 valves and backflow prevention per municipal requirements.

13. DOMESTIC HOT WATER SYSTEM

Gas fired tank type water heaters and recirculation pump will be provided to generate and circulate domestic hot water to the building.

A water softener will be provided on the domestic hot water system. The domestic cold water serving the toilet room fixture groups will also be softened. Hose bibbs with the potential to be used for landscaping will not be softened to avoid harm to plant life. The water softener will be located in the mechanical room housing the boilers and domestic hot water heater. Dedicated space will be provided for delivery and storage of salt.

14. PLUMBING FIXTURES

Plumbing fixtures that meet the EPA Watersense requirements will be specified in accordance with DFCM standards. Water bottle filling stations will be included at drinking fountains within the building.

Handwashing sink and lavatory faucets will be sensor type with a hard-wired power supply.

Urinals and water closets will include sensor flush valves with a hard-wired power supply.

Plaster traps will be provided for work sinks near the dental model trimmer in the dental lab.

Mop sinks in shop spaces will be equipped with a solids interceptor and magnetic strainer to capture metal particles from being discharge to the sewer.

Provide eyewash station in each shop space and in locations where corrosive chemicals are used.

Non-potable hose bibb to be provided in all housekeeping closets adjacent to service sinks for chemical station makeup water.

15. ROOF DRAINAGE SYSTEMS

A primary and overflow roof drainage system will be provided. The overflow roof drains will daylight at grade level (12" above finished grade) to catch basins. The overflow drain discharge will be located to avoid water discharge on pedestrian walking paths that could create a hazardous walking surface.

16. BUILDING SEWER

A new building sewer service will be provided and connect to the city main line.

A grease interceptor will be provided to serve the kitchen grease laden waste. The 2500 gallon interceptor with access and sampling manholes will be located in an area accessible for a pumping truck. The interceptor will be located away from outdoor air intakes and normal pedestrian traffic to minimize odor complaints.

Trench drains will be provided at the overhead entry doors to each shop. Drains located in the diesel and automotive shops will be connected to a sand/oil interceptor.

Barrier type (trap guard) inserts in floor drains. No trap primers.

17. NATURAL GAS SERVICES

A new natural gas service will be provided and extend from the city main. A new natural gas meter will be provided near the boiler room

18. COMPRESSED AIR SYSTEM

A centralized compressed air system will be located in the building mechanical space to serve the shop spaces. An oil-less air compressor (110-115 psi minimum) with tank(s) sized to account for the maximum instantaneous equipment load will be provided. Pressure regulators will be provided to reduce pressure based on the equipment layout.

Air hose reels and equipment connections will be located in each shop.

4.3 mechanical narrative

19. WELDING GAS SYSTEM

A welding gas manifold will be located in a centralized location allowing for easy access and cylinder replacement. Welding gas piping will be extended to the welding lab and connected to gas mixers at each welding both. Piped gases to include: Natural Gas, Oxygen, Argon, CO2.

20. DENTAL AIR & SUCTION SYSTEM

Provide a duplex oil free reciprocating type air compressor with storage tank and air filter/dryer. Piping to be routed below grade from dental compressor room to dental workstations.

Provide a duplex rotary vane dental vacuum system sized for the dental clinic. Include an amalgam separator, separator tanks, rotary vane pumps (minimum of 2). Piping to be routed underground from dental compressor room to dental workstations. Exhaust vacuum pump to outdoors.

21. MEDICAL GAS SYSTEM

Medical gas outlets will be provided in healthcare and nursing related spaces for simulation purposes. The outlets are for training purposes only and do not require medical grade air compressors and vacuum pumps.

Provide a duplex oil free reciprocating type air compressor with storage tank and air filter/dryer. The compressor will be located in the building mechanical room.

The vacuum pump will be located in the building mechanical room and will be duplex type with rotary vane pumps (minimum of 2). The vacuum pump will be exhaust to the outdoors.

22. FIRE SUPPRESION SYSTEM

The building will require a wet fire sprinkler system. The fire sprinkler system will comply with the requirements of NFPA 13 and the State Fire Marshall design requirements.

An engineered water supply analysis (EWSA) will be conducted to determine the available municipal water flow and pressure as well as the impact that the new building will have on the overall water systems. The EWSA will be conducted before the construction phase of the project.

A fire riser will be provided and located in a mechanical room or dedicated space with direct access to the outdoors.

4.4 civil narrative

01. INTRODUCTION

This feasibility study explores the existing and proposed site and utility conditions of this proposed project. The proposed site is an approximately 10-acre piece of raw ground located generally at 800 W and 100 S in Heber City, Utah.

02. UTILITIES

The summary on page 80 is based on information obtained from publicly available data and conversations with site representatives. The information herein has not been confirmed with record data, site surveys, or any other existing conditions studies. All information presented below will be required to be verified by appropriate site surveys and studies and should be expected to change based on information gathered in the detailed studies that will be completed.

03. LANDSCAPING & SITE

All site elevation data was obtained using Google Earth Pro. This data is considered approximate and will be further refined in the design process through a site survey.

The project site generally drains to the west, but has a very gentle slope. It is not anticipated that significant design features will be required to overcome grading challenges. Accessibility will be accomplished by placing ADA stalls closest to the new building and ensuring a connecting pathway that does not exceed 2% slope in any direction.

The frontage of the property is not currently developed. It is anticipated that this project would be responsible for installing their portion of the full-width UDOT Right-of-Way for US113. This will likely include asphalt widening, installation of curb/gutter, installation of sidewalk, relocation of conflicting power poles, and extension of any necessary utilities.

All plants should be tolerant of the USDA zone 5b to ensure survivability.

UTILITY	EXISTING AND PROPOSED CONDIDTIONS
SEWER	It was observed that sewer infrastructure exists at the southeast corner of the proposed project site, on the south side of US113. It is unknown, but likely, that the sewer infrastructure continues on the south side of US113 out to Field Road. The capacity and integrity of this infrastructure is unknown. It is anticipated that the proposed project will receive a sewer service stub from the main in US113. If the infrastructure in US113 is either not installed, or undersized, it may be expected that this project would extend/upsize the infrastructure from the southeast corner of the project along the project's frontage.
WATER	It was observed that water valves exist at the southeast corner of the proposed project site, on the north side of US113. It is unknown, but likely, that the water infrastructure continues on the north side of US113 out to Field Road. The capacity and integrity of this infrastructure is unknown. It is anticipated that the proposed project will receive a fire supply line and a domestic water service from this main. If the infrastructure in US113 is either not installed, or undersized, it may be expected that this project would extend/upsize the infrastructure from the southeast corner of the project along the project's frontage, and potentially further depending on flow test results.
STORM WATER	It was observed that water valves exist at the southeast corner of the proposed project site, on the north side of US113. It is unknown, but likely, that the water infrastructure continues on the north side of US113 out to Field Road. The capacity and integrity of this infrastructure is unknown. It is anticipated that the proposed project will receive a fire supply line and a domestic water service from this main. If the infrastructure in US113 is either not installed, or undersized, it may be expected that this project would extend/upsize the infrastructure from the southeast corner of the project along the project's frontage, and potentially further depending on flow test results.
IRRIGATION	Multiple options are available for irrigation. The client will need to coordinate with the consultant to determine the preferred source. 1. Based on communication with Heber Public Works, it is understood that a pressurized irrigation line runs along the south of the site. The applicant could apply for a permit to connect into this. 2. Irrigation may be pulled from the culinary water source that will supply the buildings with water. 3. If a third connection option is preferred, the owner could look into available shares from the Spring Creek and Sagebrush. This option may greatly increase design fees and installation costs due to pump stations and components and additional coordination.
GAS	Natural gas service exists on the north side of US113 according to blue stakes paint markings that were observed on the project site. It is anticipated that this main line is of sufficient size to provide natural gas service to the proposed project. It is anticipated that a new service line will be required to be installed from the main to the building meter.
POWER / COMM	Power and Comm will be studied in the electrical portion of this study.

Heber City Council Staff Report

MEETING DATE:	8/6/2024
SUBJECT:	Street Standards Review
RESPONSIBLE:	Russ Funk
DEPARTMENT:	Engineering
STRATEGIC RELEVANCE:	Infrastructure Sustainability Community Development

SUMMARY

The purpose of this item is to present information and history on our current standard street cross sections and receive input from the Council prior to finalizing recommendations for updates to our Standard Drawings & Specifications.

RECOMMENDATION

Consider the information presented by staff and provide input relating to standard street cross sections.

BACKGROUND

During the Council Annual Retreat earlier this year, a few council members mentioned a review of street cross-sections as a priority. This discussion is intended to follow up on that request.

Over the past several years there have been numerous changes to the City's Standard Street Cross-Sections. Most of these changes have resulted in narrower asphalt widths on all cross-sections, but have increased the width of planter strips and made the minimum sidewalk width 5 ft.

In 2022, there was a large push initiated by the Development Community through the Land Use Task Force to establish a statewide standard for maximum asphalt width on local roads. After much discussion and input involving ULCT, State & Local Fire officials, the Utah City Engineers Association, and Developers, a statewide standard of 32 ft was established. The City's Major Local Road Standard Complies with this standard. In addition, the City has a Minor Local Roadway standard allowing 26 ft of asphalt width if certain conditions are met.

In 2021, the City also adopted standards implementing new street cross-sections for the Historic

Business Core of Central Heber. These standards included an option of what could fit within the existing 82.5 ft ROW, and options for a more ideal cross-section that would require additional property dedication with re-development. Although these standards were enforced on a few development projects, the City Council determined that they did not support the requirement for requesting additional property dedication and these standards are no longer being enforced.

Staff is recommending changes to the Major Collector Standard, and is seeking input from the Council regarding some of the cross-section components. Problems with the current standard include the following:

- Public Safety - Not Consistent with current Fire Code
- Emergency Vehicle Access - Not enough room to pull over and still get emergency vehicles by.
- Landscape Maintenance - No buffer for staff to maintain landscape away from traffic or park equipment where working.
- Landscape Features - Width may not be adequate tree canopy.
- Utility Maintenance - Required to shut down entire roadway if utility work is necessary.

There have been concerns raised about road widths in mountainous or sloped areas and desires to minimize impacts. The current standards address this in the following ways:

- The City adopted a No Access Mountain Collector Standard in an effort to reduce roadway widths in sections of roadway with limited access, such as roads planned to access the top of the Jordanelle Ridge area.
- The Collector standards include options to eliminate the center median to narrow roadways. These cross-section options are normally selected when running parallel to the slope. When running perpendicular to the slope, standard collector cross-sections can be used without significantly higher slope impacts.

Other Considerations:

- Desire for Dedicated Bike Lanes
- Separate Standard for Central Heber
- Utility Location & Impacts
- Other

DISCUSSION

Review and Discuss Standard Cross Sections

FISCAL IMPACT

N/A

CONCLUSION

N/A

ALTERNATIVES

N/A

POTENTIAL MOTIONS

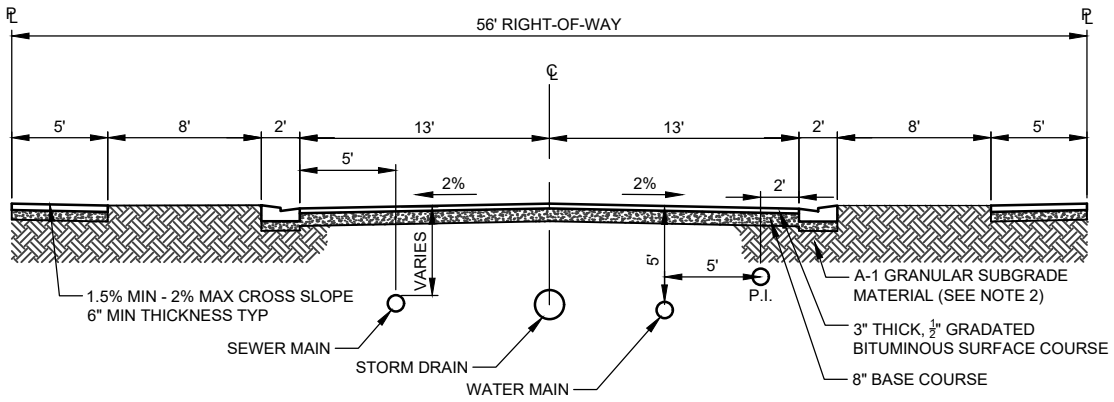
Discussion Only. No Action Required

ACCOUNTABILITY

Department: Engineering
Staff member: Russ Funk, City Engineer
Tony Kohler, Community Development Director

EXHIBITS

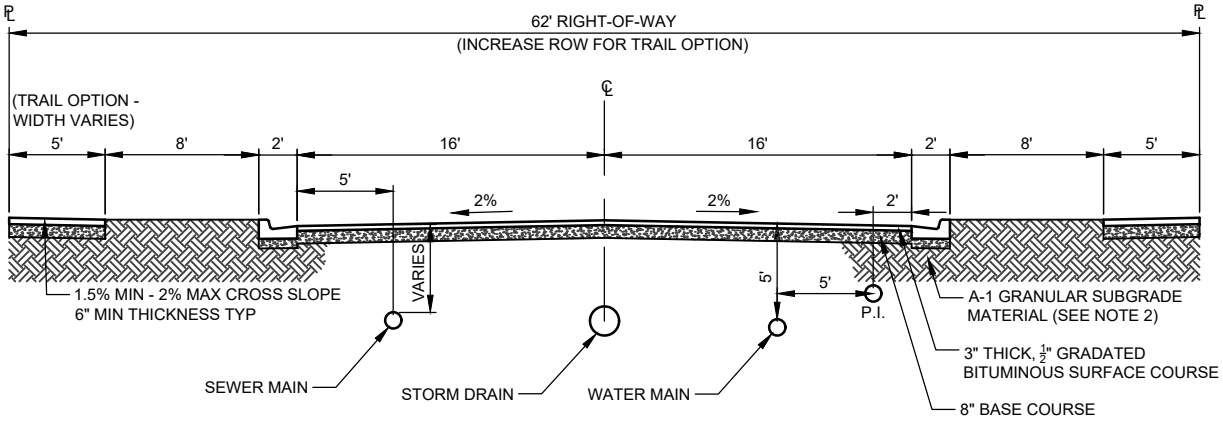
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2. STREETS-2A - XSec Minor Major Coll
3. STREETS-2B - XSec No Acc Mtn Coll
4. STREETS-3A - XSec Hist Bus
5. STREETS-3B - XSec Hist Bus Int



TYPICAL CRITERIA FOR USE OF MINOR RESIDENTIAL LOCAL STREET:

1. THE MAXIMUM AVERAGE DAILY TRIPS SHALL NOT EXCEED 500.
2. THE TOTAL NUMBER OF UNITS MUST BE LESS THAN 100.
3. PARKING TO BE RESTRICTED AS DIRECTED BY THE CITY ENGINEER.

MINOR RESIDENTIAL LOCAL



TYPICAL CRITERIA FOR USE OF MAJOR RESIDENTIAL LOCAL STREET:

1. THE MAXIMUM AVERAGE DAILY TRIPS SHALL NOT EXCEED 2000.
2. THE TOTAL NUMBER OF UNITS MUST BE LESS THAN 200.

MAJOR RESIDENTIAL LOCAL

NOTES FOR RESIDENTIAL STREETS:

1. ACCESS REQUIREMENTS PER THE INTERNATIONAL FIRE CODE INCLUDING APPENDIX D (VERSION AS ADOPTED BY THE LOCAL FIRE AUTHORITY).
2. SUBGRADE SHALL BE A-1 GRANULAR MATERIAL PER SECTION 02225.
3. MAXIMUM ROAD GRADE IS 8% WITHOUT CITY ENGINEER'S APPROVAL.
4. PARK STRIPS TO BE FILLED TO WITHIN ONE INCH OF T.B.C. AND TOP OF SIDEWALK.
5. WHERE HEBER CITY APPROVES INSTALLING A TRAIL OR SIDEWALK ON ONLY ONE SIDE, THE FULL RIGHT-OF-WAY DEDICATION IS STILL REQUIRED TO ALLOW FOR FUTURE INSTALLATION OF SIDEWALK.
6. TRAIL OPTION AND WIDTH IS DETERMINED BY HEBER CITY ACCORDING TO THE CURRENT TRAILS MASTER PLAN.

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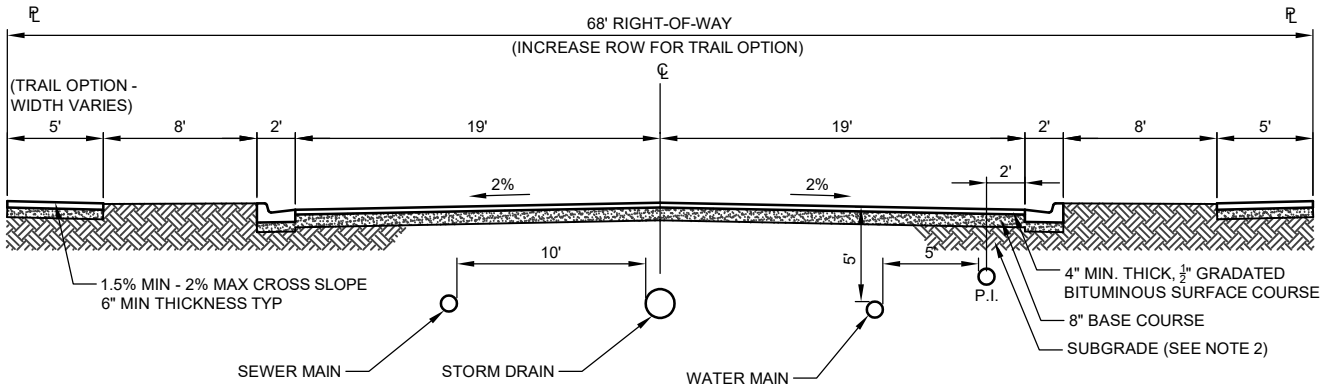
75 NORTH MAIN STREET
HEBER CITY, UTAH 84032
(435) 654-0757

HEBER CITY
HEART OF THE WASATCH BACK

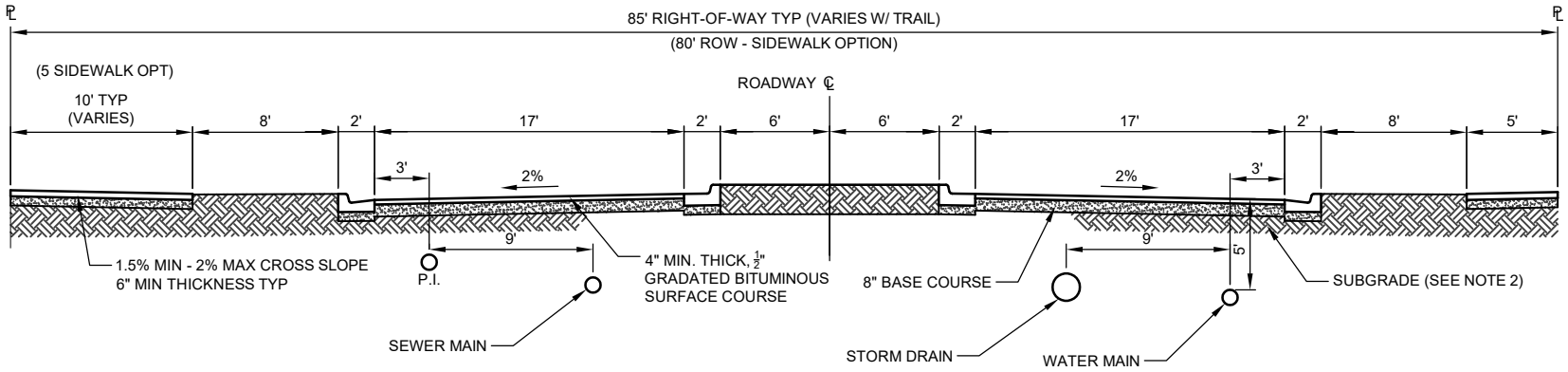
HEBER CITY STANDARD DRAWING

STREETS-1

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MINOR COLLECTOR



MAJOR COLLECTOR

NOTES FOR COLLECTOR STREETS:

1. MAJOR COLLECTOR ROADS INCLUDE EITHER LANDSCAPED MEDIANS OR CENTER TURN LANES. RESIDENTIAL DRIVEWAYS ARE PROHIBITED. LANDSCAPED MEDIANS ASSUME NO PARKING. ASPHALT WIDTHS MAY BE REDUCED TO 48' WITH PARKING OR 38' WITHOUT PARKING WHEN LANDSCAPED MEDIANS ARE OMITTED.
2. SUBGRADE SHALL BE A-1 GRANULAR MATERIAL PER SECTION 02225.
3. COMMERCIAL SIDEWALK TO BE FIVE FEET WIDE MINIMUM.
4. MAXIMUM ROAD GRADE IS 8% WITHOUT CITY ENGINEER'S APPROVAL.
5. PARK STRIPS TO BE FILLED TO WITHIN ONE INCH OF T.B.C. AND TOP OF SIDEWALK.
6. WHERE HEBER CITY APPROVES INSTALLING A TRAIL OR SIDEWALK ON ONLY ONE SIDE, THE FULL RIGHT-OF-WAY DEDICATION IS STILL REQUIRED TO ALLOW FOR FUTURE INSTALLATION OF SIDEWALK.
7. TRAIL AND SIDEWALK OPTIONS ARE DETERMINED BY HEBER CITY ACCORDING TO THE CURRENT TRAILS MASTER PLAN.

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HEBER CITY, UTAH 84032
(435) 654-0757

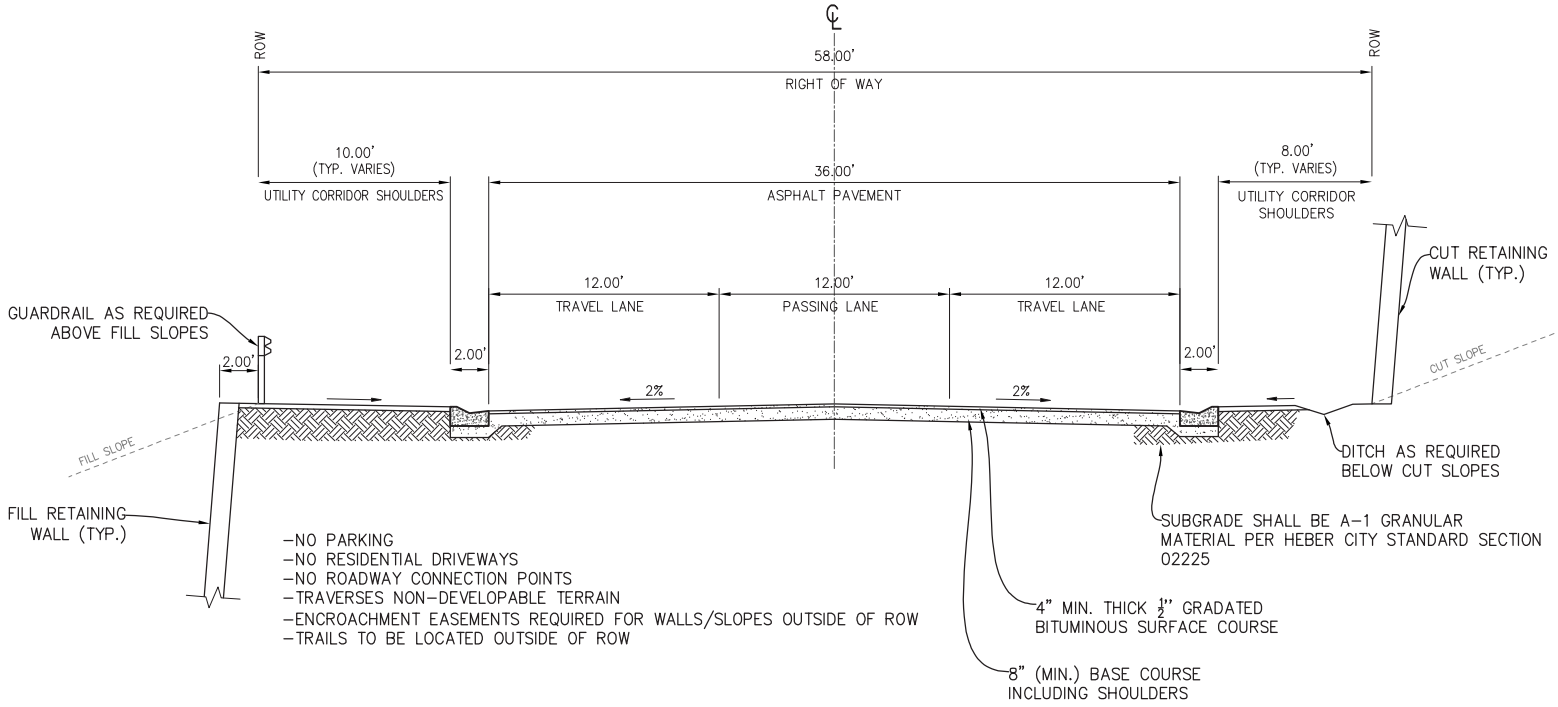
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HEBER CITY
STANDARD DRAWING

STREETS-2A



NOTES:

1. IN SOME CASES, ASPHALT WIDTH MAY BE REDUCED WHEN ROAD GRADE IS LESS THAN 4% WITH PRIOR CITY ENGINEER APPROVAL.
2. UTILITY LOCATION AS DETERMINED BY CITY ENGINEER.
3. SUBGRADE SHALL BE A-1 GRANULAR MATERIAL PER SECTION 02225.
4. MAXIMUM ROAD GRADE IS 10%.
5. SHOULDERS TO BE FILLED TO WITHIN ONE INCH OF T.B.C.

NO ACCESS MOUNTAIN COLLECTOR

75 NORTH MAIN STREET
HEBER CITY, UTAH 84032
(435) 654-0757

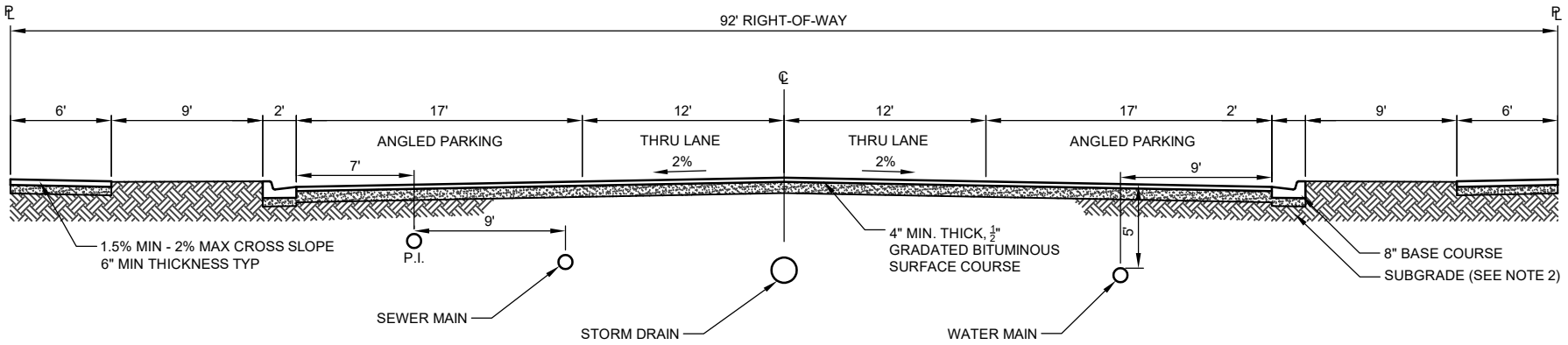
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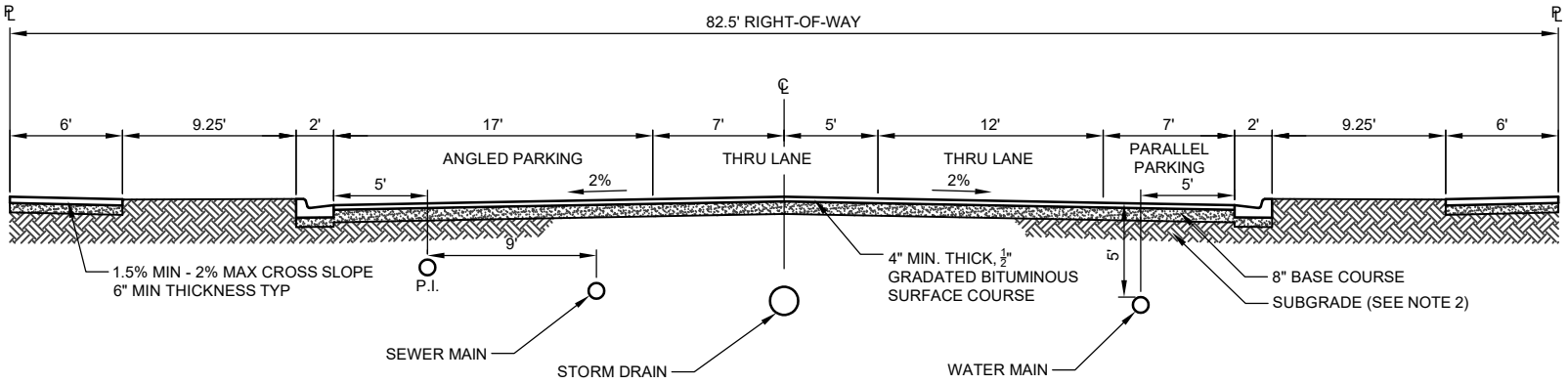
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HEBER CITY
STANDARD DRAWING

STREETS-2B



HISTORIC BUSINESS CORE



HISTORIC BUSINESS CORE - OPTION

NOTES FOR HISTORIC BUSINESS CORE ROADS:

1. WHEN INTERSECTION BULB-OUTS ARE APPROVED, ASPHALT WIDTH BETWEEN BULB-OUTS SHALL BE EQUAL TO OR GREATER THAN LANE WIDTHS SHOWN.
2. SUBGRADE SHALL BE A-1 GRANULAR MATERIAL PER SECTION 02225.
3. PARK STRIPS TO BE FILLED TO WITHIN ONE INCH OF T.B.C. AND TOP OF SIDEWALK.
4. PARK STRIPS TO BE LANDSCAPED PER THE HEBER CITY ZONING REQUIREMENTS.
5. OPTION TO BE USED ONLY WITH PRIOR HEBER CITY APPROVAL.
6. WHEN APPROVED BY HEBER CITY, PARK STRIPS MAY BE REDUCED TO IMPLEMENT PLAZA AREAS.

75 NORTH MAIN STREET
HEBER CITY, UTAH 84032
(435) 654-0757

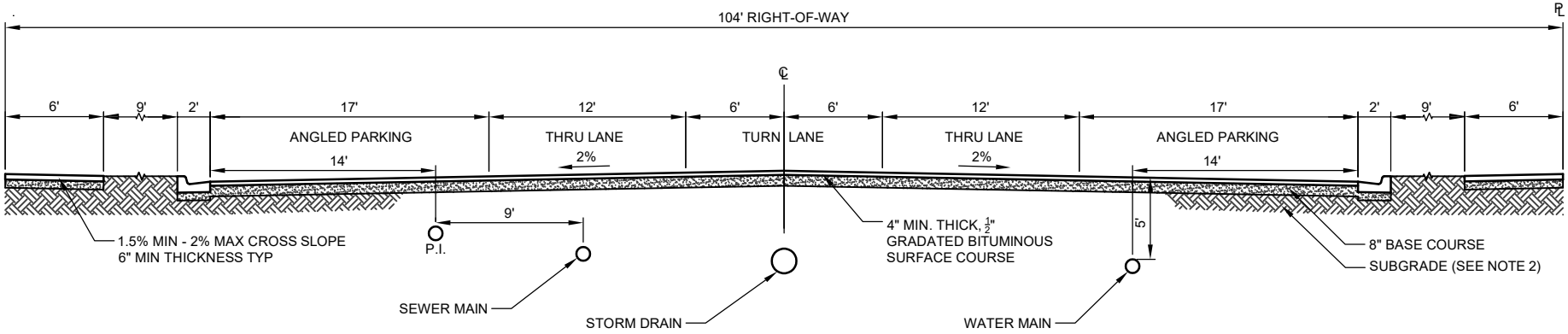
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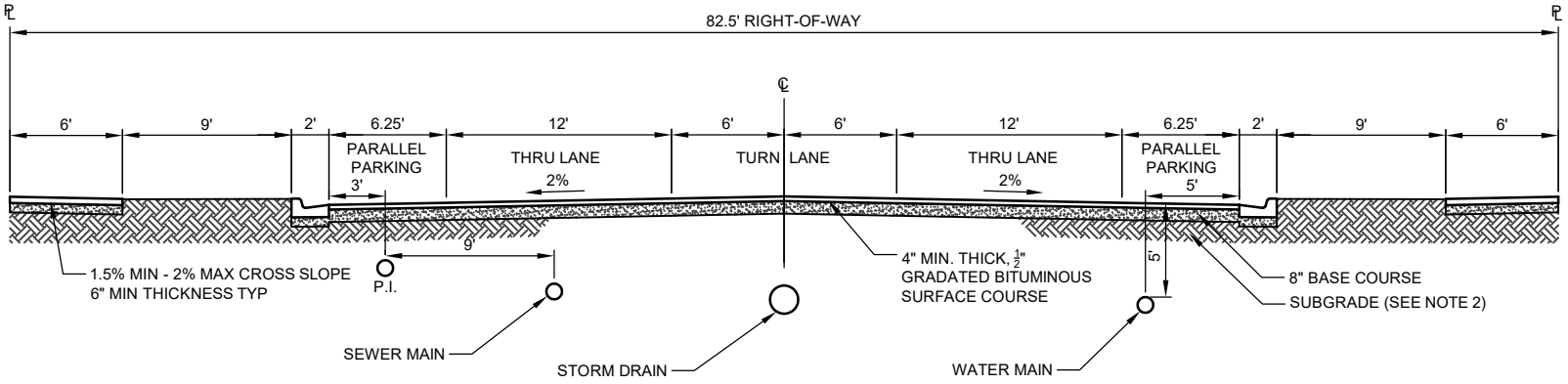
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HEBER CITY
STANDARD DRAWING

STREETS-3A



HISTORIC BUSINESS CORE - MAJOR INTERSECTION



HISTORIC BUSINESS CORE - MAJOR INTERSECTION - OPTION

NOTES FOR HISTORIC BUSINESS CORE ROADS:

1. WHEN INTERSECTION BULB-OUTS ARE APPROVED, ASPHALT WIDTH BETWEEN BULB-OUTS SHALL BE EQUAL TO OR GREATER THAN THE LANE WIDTHS SHOWN.
2. SUBGRADE SHALL BE A-1 GRANULAR MATERIAL PER SECTION 02225.
3. PARK STRIPS TO BE FILLED TO WITHIN ONE INCH OF T.B.C. AND TOP OF SIDEWALK.
4. PARK STRIPS TO BE LANDSCAPED PER THE HEBER CITY ZONING REQUIREMENTS.
5. OPTION TO BE USED ONLY WITH PRIOR HEBER CITY APPROVAL.
6. WHEN APPROVED BY HEBER CITY, PARK STRIPS MAY BE REDUCED TO IMPLEMENT PLAZA AREAS.

75 NORTH MAIN STREET
HEBER CITY, UTAH 84032
(435) 654-0757

SCALE: N.T.S.

DATE: JUNE 2020

HEBER CITY
HEART OF THE WASATCH BACK

HEBER CITY
STANDARD DRAWING

STREETS-3B

Heber City Council Staff Report

MEETING DATE: 8/6/2024
SUBJECT: Jordanelle Ridge Open Space Agreement
RESPONSIBLE: Jeremy Cook
DEPARTMENT: Administrative
STRATEGIC RELEVANCE:

SUMMARY

In accordance with Upper Jordanelle Ridge MDA, the developer is required to grant to the City an open space easement to replace an open space easement previously granted to Wasatch County. It is the intent of the parties that fee title to the open space would be transferred to the HOA for the project, and the HOA would grant the open space easement to the City. The HOA would be responsible to maintain the open space subject to the terms and conditions in the easement. Staff is primarily seeking input from the City Council and the public with respect to the uses that are allowed and restricted by the draft easement.

RECOMMENDATION

Staff recommends approval of the Conservation and Recreational Access Easement.

BACKGROUND

The proposed Conservation and Recreational Access Easement is a condition of the Development Agreement for the Upper Jordanelle Ridge Master Planned Community.

DISCUSSION

Staff believes that the terms of the Easement will conserve the property as natural open space while allowing for public access for biking, hiking and other recreational uses on the property. The HOA will maintain the ability to regulate the use of the property consistent with the terms and conditions of the Easement.

FISCAL IMPACT

None

CONCLUSION

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue
I move to **continue** the item to another meeting on , with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:
Alternative 4 - Denial
I move to **deny** the item with the following findings.

ACCOUNTABILITY

Department: Administrative
Staff member:

EXHIBITS

1. Jordanelle Ridge Conservation and Recreational Access Agreement
2. RLs Conservation Easement

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Jordanelle REF Acquisition LLC
10421 S. Jordan Gateway, Suite 200
South Jordan, UT 84095
Attention: Cody Winterton

CONSERVATION AND RECREATIONAL ACCESS EASEMENT

THIS CONSERVATION AND RECREATIONAL ACCESS EASEMENT (this "Easement") is made effective as of the last date signed below, by and among JORDANELLE RIDGE MASTER ASSOCIATION, a Utah corporation ("Grantor") and HEBER CITY, a municipal corporation of the State of Utah ("Grantee").

RECITALS

A. A Declaration of Easement dated January 23, 2007 covering approximately 2,184.55 acres was recorded in favor of the County in the records of the Wasatch County Recorder (the "County Recorder") on December 29, 2009 as document #355557 (the "2007 Easement"), which easement provided that the property covered by the easement would be dedicated to the County to be maintained as open space.

B. Approximately 217.25 acres of property covered by the 2007 Easement was dedicated to the County pursuant to that certain Special Warranty Deed recorded in the records of the County Recorder on December 29, 2009 as document #355558 (the "County Deed").

C. Grantor, Grantee and the County entered into that certain Jordanelle Ridge Agreement to Terminate and Replace Open Space Easement, dated effective as of March 1, 2024, to be recorded in the records of the County Recorder prior to the recording of this Easement (the "Easement Replacement Agreement").

D. Pursuant to the Easement Replacement Agreement, Grantor, Grantee and the County have agreed that Grantor will record a replacement easement covering approximately 1,967.30 acres owned by Grantor in fee simple and described in Exhibit A hereto (the "Easement Property").

E. The Easement Replacement Agreement provides that upon the recording of this Easement in the records of the County Recorder, the 2007 Easement will be automatically terminated and of no further effect.

F. Grantor is willing to grant an easement to Grantee and provide certain rights to County upon the terms and conditions as are set out below.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. Grant of Easement. In accordance with Utah Code Ann. §57-18-1, *et. seq*. (2024), Grantor hereby creates and grants to Grantee an easement over the Easement Property. This Easement shall run with the land and be binding on Grantor's successors and assigns and other occupiers or users of the Easement Property or any portion of it. Grantor and any future owner, manager or administrator of the Easement Property shall have the right to control, manage and oversee the Easement Property, including the right to improve and maintain the Easement Property for the purposes and uses set forth below.

2. Duty to Maintain. Subject to the terms and conditions of this Easement, the Easement Property shall be maintained by Grantor as open space consistent with the standards to which the Easement Property has historically been maintained and the terms and conditions of this Easement.

3. Specifically Allowed Uses. The Easement Property may be utilized by Grantor only for the following uses: public pedestrian, hiking and cycling trails and pathways, including manmade bike features and improvements; public parks; drinking water fountains and stations; benches; trail signage and wayfinding signs; trail and road gates; trail bridges; grazing; natural habitat areas; maintained landscaped areas; public entity owned water tanks and related infrastructure (subject to city design standards and construction approval), underground utilities and underground communications infrastructure and facilities, including lines, wires, cables, pipelines and pumps, provided that such utilities do not create visible scarring of the Easement Property after revegetation; irrigation, drainage, flood control and stormwater treatment facilities, including ponds, retention and detention basins and swells, canals, ditches and protected slopes; access roads and trails that are necessary to access public infrastructure improvements (subject to city design standards and construction approval); and hunting in accordance with the Cooperative Wildlife Management Unit program or any similar program managed by the Utah Division of Wildlife Resources. Consistent with the allowed uses, Grantor shall have the right to adopt and enforce fines, rules and regulations related to the public and private use of the Easement Property, including excluding access to portions of the Easement Property for fire protection, safety concerns, or preservation of natural habitat, provided that any recreational access to or exclusion from the Easement Property must be uniformly applied to residents within the Jordanelle Ridge Master Association and the general public.

4. Conditionally Allowed Uses. The Easement Property may be utilized by Grantor for the following uses if the use is approved by the City Council of Heber City: roads (other than access roads allowed under paragraph 3); utilities and communications infrastructure and facilities, including lines, wires, cables, pipelines, and pumps; lighting; parking lots; bathrooms; shade structures; pavilions; water pumps and tanks; substations; pump houses; fences; poles, towers and maintenance buildings; or any other use deemed by the City Council to be beneficial to the public or beneficial to the maintenance and use of the Easement Property.

5. Other Improvement and Maintenance Activities. Grantor shall have the right, in its discretion, to do all things necessary or desirable to restrict use of the Easement Property to only those uses that are allowed by this Agreement; to enforce rules and regulations adopted by the Grantor; and to protect the Easement Property and surrounding property, including, but not limited to, removing, cutting or destroying of trees, shrubs or other vegetation, manipulating, impounding or altering any drainage or watercourse, and creating, enhancing and maintaining fire breaks and fire fuel modification zones.

6. Specifically Prohibited Uses. No single or multi-family residential, commercial or industrial buildings shall be constructed or maintained on the Easement Property.

7. Development Use. Grantor shall have the right, in its discretion, to grant to third parties the right to use the Easement Property, provided that such use is consistent with the terms and conditions of this Easement.

8. Immunity. Grantor and Grantee intend that any use of the Easement Property by the public, including trails, paths, roadways, fields and other facilities, be for a recreational purpose as defined in Section 75 Chapter 41 of the Utah Code, and for recreational activity under the Recreation Land Use Immunity Act as defined in Section 78B-4-509 of the Utah Code. Nothing herein shall constitute a waiver of any portion of the Utah Limitation of Landowner Liability-Public Recreation Act, the Recreation Land Use Immunity Act or any defense arising therefrom. The Parties intend that the maintenance of the property be a governmental function as the term is used in Utah Code 63G-7-102, and that Grantor and its officers, directors, employees, agents, members, invitees, permittees and licensees benefit for any and all immunities afforded as an agent of Grantee in maintaining the Easement Property, to the maximum extent available under applicable law under the Governmental Immunity Act of Utah. In connection with any claims made with respect to injuries arising out of or in connection with, or results from the public's use of the Easement Property by the public, including any property owners in the Upper Jordanelle Master Planned Community, against the parties to this Easement, the parties to this Easement are intended to be afforded any immunities provided under the Governmental Immunity Act of Utah to the maximum extent available under applicable law. Nothing in this Easement shall constitute as Grantee's or the County's waiver of any portion of the Governmental Immunity Act of Utah or any defense arising therefrom.

9. Entire Agreement. This Agreement and the Easement Replacement Agreement constitute the entire understanding between the parties hereto.

10. Covenants to Run with Land. This Easement and all of the easements, covenants, provisions, and requirements of this Easement are intended to be and shall constitute covenants running with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of each of Grantor or Grantee, as well as Grantor's grantees, transferees, lessees, heirs, devisees, personal representatives, successors and assigns. Grantor and Grantee shall comply with, and the Easement Property shall be

subject to, the terms of this Easement and the provisions of any instruments, supplements, amendments, and determinations contemplated by this Easement.

11. Enforcement.

a. Notice of Violation. If Grantor or Grantee, or their employees, agents, contractors, invitees, licensees, grantees or permittees, is in violation of the terms of this Easement or that a violation is threatened, the other party may demand the cure of such violation or threatened violation. In such case, the non-violating party shall issue a written notice to the violating party (a "Notice of Violation") informing the violating party of the actual or threatened violations and demanding cure or avoidance of such violations. The Notice of Violation shall be sent pursuant to the procedures set for in Section 17 below.

b. Time to Cure. Following receipt of the Notice of Violation, the violating party shall have thirty (30) days in which to cure the claimed violation (the "Cure Period"). If more time is required for such cure, the violating party shall have such additional time as is reasonably necessary under the circumstances to cure such violation, so long as the violating party commences such cure within the Cure Period and pursues such cure with reasonable diligence.

c. Meet and Confer. Upon the failure of the violating party to cure a violation in accordance with this Section 11, or in the event the violating party contests that a violation has occurred, the parties shall meet within fifteen (15) days to resolve the issues specified in the Notice of Violation.

d. Remedies. If the parties are unable to resolve issues specified in the Notice of Violation unrelated to Grantor's duty to maintain set forth in Section 2, remedies available to the parties for resolving such issues shall include all rights and remedies available at law and in equity, including the right to institute legal action to cure, correct or remedy any default, to specifically enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation. If the parties are unable to resolve issues specified in the Notice of Violation related to Grantor's duty to maintain set forth in Section 2, Grantee may, in Grantee's discretion, permanent assume all maintenance obligations of Grantor required pursuant to Section 2, with all maintenance obligations and related activities and duties being assumed and undertaken at Grantor's sole expense. The assumption by Grantee of all of Grantor's maintenance obligations set forth in Section 2 shall not diminish Grantor's other rights hereunder, including Grantor's right to control, manage and oversee the Easement Property.

12. Enforcement Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee. Nothing in this Easement creates a non-discretionary duty upon the Grantee to enforce its provisions, nor shall deviation from these terms and procedures, or failure to enforce its provisions give rise to a private right of action against Grantor or Grantee by any third party.

13. County Right to Enforce. The County shall have the right to enforce Grantor's compliance with paragraphs 2 through 6 of this Easement through any appropriate proceeding at

law or in equity, including the right to seek specific performance or injunction.

14. Attorneys' Fees. If any action is brought because of an alleged default under, or to enforce or interpret this Easement, the party prevailing in such action shall be entitled to recover from the unsuccessful party reasonable attorneys' fee and related costs (including those incurred in connection with any appeal), the amount of which will be fixed by the court and made a part of any judgment rendered. Jurisdiction and venue for enforcement of this Easement shall be in the Fourth District Court, Wasatch County, State of Utah.

15. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee, County or any third party to bring any action against Grantor for any injury or change to the Easement Property resulting from:

a. Natural Cause. Any natural cause beyond Grantor's control including, without limitation, fire not caused by Grantor, flood, storm and earth movement;

b. Emergency Action. Any prudent action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Easement Property resulting from such emergency causes; or

c. Third-Party Acts. Acts by Grantee, County or third parties that are beyond Grantor's control.

16. Transfer of Easement.

a. Grantor. From and after the date of any transfer of all or any portion of the Easement Property by Grantor and each transfer thereafter, (i) the transferee shall be deemed to have assumed all of the obligations of Grantor as to the portion transferred, as set forth in this Easement, (ii) the transferee shall be deemed to have accepted the restrictions contained herein as to the portion transferred, (iii) the transferor, as applicable, shall have no further obligations hereunder, and (iv) all references to Grantor in this Easement shall thereafter be deemed to refer to such transferee.

b. Grantee. This Easement shall not be transferrable by Grantee.

17. Amendment. Grantor and Grantee may amend this Easement only by mutual written agreement and with the written consent of County. Grantor shall record any amendments to this Easement in the official records of the County Recorder.

18. No Third-Party Rights. This Easement is not intended to create any third-party beneficiary rights, including, but not limited, the right of any residents of Grantor or County enforcing and terms or conditions of this Agreement.

19. Notices. All notices, demands, consents, requests or other communications required

to or permitted to be given pursuant to this Easement shall be in writing, shall be given only in accordance with the provisions of this section, shall be addressed to the parties in the manner set forth below, and shall be conclusively deemed to have been properly delivered: (a) upon receipt when hand delivered during normal business hours; (b) upon the day of delivery if the notice has been deposited in an authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested (provided that, the sender has in its possession the return receipt to prove actual delivery); or (c) one (1) business day after the notice has been deposited with either FedEx, United Parcel Service or another nationally or regionally recognized overnight courier service to be delivered by overnight delivery (provided that, the sending party receives a confirmation of actual delivery from the courier). The addresses of the parties to receive notices are as follows:

To Grantee:	JORDANELLE RIDGE MASTER ASSOCIATION 10421 S. Jordan Gateway, Suite 200 South Jordan, Utah 84095 Attn: Cody Winterton Telephone: 801-884-3599
With a copy to:	Holley Driggs Ltd. 300 S. 4th Street, Suite 1600 Las Vegas, Nevada 89101 Attn: Doug Driggs Telephone: 702-791-0308
To Grantee:	City of Heber 25 North Main Street Heber, Utah 84032 Attn: City Manager Telephone: 435-654-0757
With a copy to:	Cohne Kinghorn 111 E. Broadway, 11th Floor Salt Lake City, Utah 84111 Attn: Jeremy Cook Telephone: 801-363-4300
To County:	Wasatch County 25 North Main Street Heber, Utah 84032 Attn: County Manager Telephone:

Each party shall make an ordinary, good faith effort to ensure that it will accept or receive notices

that are given in accordance with this section, and that any person to be given notice receives such notice. If any notice is refused, the notice shall be deemed to have been delivered upon such refusal. Any notice delivered after 5:00 p.m. (recipient's time) or on a non-business day shall be deemed delivered on the next business day. A party may change or supplement the addresses given above, or designate additional addressees, for purposes of this section by delivering to the other party written notice in the manner set forth above.

20. Estoppel Certificate. Upon request by Grantor, Grantee or County shall, within fifteen (15) days execute and deliver to Grantor any document, including an estoppel certificate, that certifies compliance with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement as may be requested by Grantor.

21. Access. This Easement does not convey a general right of access to the public or a general right of access to the Easement Property.

22. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

23. Interpretation. The captions to the sections of this Easement are for convenience of reference only and shall in no way affect the manner in which any provision of this Easement is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders. This instrument shall be governed by and construed in accordance with the laws of the State of Utah.

24. Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Easement, such action shall not affect the remainder. If a court of competent jurisdiction voids or invalidates the application of any provision of this Easement to a person or circumstance, such action shall not affect the application of the provision to other persons or circumstances.

25. Counterparts. The parties hereto may execute this Easement in two or more counterparts which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument. As against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall control.

26. Effective Date. This Easement and any amendment or termination of this Easement shall take effect upon its being filed for record in the office of the County Recorder.

[Signature Pages Follow]

THE PARTIES hereto have executed this Easement on the date last set forth below.

DATED this _____ day of _____, 2024

HEBER CITY

By: _____

Name: _____

Its: _____

STATE OF UTAH)
:ss.
COUNTY OF WASATCH)

On _____, 2024 before me _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

I certify under Penalty of Perjury under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

_____
(Signature of Notary Public)

DATED this _____ day of _____, 2024

JORDANELLE RIDGE MASTER ASSOCIATION

By: _____

Name: _____

Its: _____

STATE OF UTAH)
:ss.
COUNTY OF _____)

On _____, 2024 before me _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

I certify under Penalty of Perjury under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

_____
(Signature of Notary Public)

EXHIBIT "A"

Legal Description of Easement Property

[Attached]

When Recorded Return to:
Utah Open Lands
1488 South Main Street
Salt Lake City, UT 84115

Ent 513034 Bk 1391 Pg 1938-2041
Date: 29-DEC-2021 1:24:51PM
Fee: $40.00 Check Filed By: AA
MARCY M MURRAY, Recorder
WASATCH COUNTY CORPORATION
For: RED LEDGES COMMUNITY ASSOCIATIO
N INC

Red Ledges Conservation Easement

Deed of Conservation Easement

This DEED OF CONSERVATION EASEMENT ("Easement"), is made and given, as of December 28, 2021, by RED LEDGES COMMUNITY ASSOCIATION, INC. ("Grantor"), having an address of 205 Red Ledges Blvd, Heber City, UT 84032 and UTAH OPEN LANDS CONSERVATION ASSOCIATION ("Grantee"), having an address of 1488 South Main Street, Salt Lake City, Utah 84115, to be held and enforced in perpetuity for the benefit of the public in accordance with the terms and for the conservation purpose set forth herein.

Exhibits and Attachments as Follows

Exhibit A: Legal Description
Exhibit B: Boundary Property Exhibit
Exhibit C: Baseline Documentation Report
Exhibit D: Trails Agreement & Maps

WITNESSETH:

WHEREAS, Grantor is the owner of a certain tract of land, located in Wasatch County, Utah, known as Red Ledges open space parcel, and described in the Legal Description, attached hereto as Exhibit A and by this reference made a part hereof, and the boundary property exhibit which is attached hereto as Exhibit B and by this reference made a part hereof (the "Property");

WHEREAS, the purpose of this Easement is to forever protect and preserve a valuable element of Wasatch County and Heber City's public trail system including its recreational, scenic, wildlife habitat and open space values of the Property;

WHEREAS, the Property provides significant benefits to the public as recognized in

the Utah Land Conservation Easement Act (Utah Code Ann. § 57-18-1 et seq.), and Grantor intends to convey this Easement under the statutory provisions of that Act and other applicable provisions of Utah statutory and common law;

WHEREAS, it is the intention of both the Grantor and the Grantee to maintain the Property to forever protect and preserve its recreational, scenic wildlife habitat and open space values;

WHEREAS, Grantor and Grantee agree that this Easement constitutes a public charitable trust that is to be held and enforced forever by Grantee for the benefit of the residents of Wasatch County, the State of Utah, and the citizens of the United States of America;

WHEREAS, the Property possesses a significant public benefit by protecting and preserving in perpetuity the recreational, scenic wildlife habitat and open space values described in more detail in paragraphs A through C below (collectively referred to as the "Conservation Values") of great importance to Grantor and Grantee, and which provide incalculable benefits to the public, including the residents of Wasatch County, the State of Utah and the citizens of the United States of America, and the granting of this Easement will result in the following:

A. Protection of public recreational values in accordance with Internal Revenue Code§170(h)(4)(A)(v), as the Property will provide access to non-motorized activities such as hiking, cross-country skiing, snow shoeing, mountain biking, wildlife viewing and equestrian use on designated trails, such as passive recreational uses in accordance with the Heber City rules and regulations and all covenants, conditions, and restrictions currently in existence, as the same may be modified and amended in accordance therewith and with applicable law and in a manner that is consistent with the permanent protection and preservation of the Property's scenic, natural, open space, and wildlife habitat values;

B. Protection and preservation of relatively natural habitat in accordance with Internal Revenue Code §170(h)(4)(A)(ii) and accompanying Treasury Regulations, including elk, deer and other wildlife;

C. Protection of scenic, aesthetic, and open space in accordance with Internal Revenue Code §170(h)(4)(A)(iii) and accompanying Treasury Regulations through the protection of views the highly scenic and open views, and associated vegetation on and across the Property, which are enjoyed by the general public who travel to and live in the public roads located to the south of the Property;

WHEREAS, Grantee has conducted an inventory of the Conservation Values and the current condition of the Property, as documented in the Baseline Documentation Report, defined in Section III, herein;

WHEREAS, Grantor desires and intends that the Conservation Values of the Property be forever protected and preserved by limiting, as provided herein, the continuation, initiation, or introduction of activities on the Property that would have a material adverse impact on the Conservation Values;

WHEREAS, Grantor, as fee owner of the Property, holds the right to identify, conserve, enhance, protect, and preserve in perpetuity the Conservation Values of the Property;

WHEREAS, the Grantor greatly values the undeveloped nature of the Property and its Conservation Values;

WHEREAS, the Property meets the Grantee's criteria for acceptance of conservation easements and Grantee's Board of Directors has duly adopted a resolution approving Grantee's execution, acceptance, and recordation of this Easement;

WHEREAS, the State of Utah has recognized the importance of both public and private efforts to conserve and protect the State's natural resources by the enactment of Utah Code Ann. § 57-18-1 et seq.;

WHEREAS, Grantee's mission is to conserve and protect open space and natural areas for ecological, scientific, historic, recreational, agricultural, and educational purposes; and Grantee is a charitable tax-exempt organization under Internal Revenue Code § 501(c)(3), a qualified conservation easement holder under Utah Code Ann. § 57-18-3; and a qualified organization as defined in Internal Revenue Code § 170(h)(3);

WHEREAS, Grantee has agreed to accept this Easement upon the condition and understanding that the mutual intentions of the Grantor and Grantee (the "Parties") regarding the future uses of the Property and the permanent protection and preservation of the Property's Conservation Values as expressed in this Easement shall be forever honored and defended; and

WHEREAS, the Parties desire and agree that any provision of this Easement be construed to further the protection, preservation, and enhancement of the Property's Conservation Values.

NOW, THEREFORE, in consideration of the recitals as set forth above and the covenants, terms and conditions and restrictions contained herein, which the Parties hereby agree constitute adequate consideration for this Easement, and pursuant to the laws of the State of Utah and in particular Utah Code Ann. § 57-18-1 et seq., Grantor hereby voluntarily and irrevocably grants and conveys to Grantee and its successors in interest a PERPETUAL CONSERVATION EASEMENT to be held and enforced for the benefit of the citizens of Wasatch County, the State of Utah, and the United States of America. This Easement is made over and across all of the Property to forever preserve and protect the Conservation Values. This Easement shall forever bind Grantor, Grantee, and their successors in interest and assigns. This Easement is granted in perpetuity and any mortgage lien or other encumbrances other than encumbrances of record existing at the time of the effective date of this Easement shall be subordinate to all rights and intentions of this Easement, including Grantee's right to enforce the perpetual protection and preservation of the Conservation Values described herein. The scope of this Easement is set forth in this deed.

SECTION I – CONSERVATION PURPOSE

The purpose of this Easement is to forever protect and preserve the Conservation Values of the Property by prohibiting any use of the Property that may materially impair or interfere with such protection and preservation (the "Conservation Purpose"). The Parties agree that the Conservation Values are not likely to be materially adversely affected by the continued use of the Property as authorized in Section IV to this Easement. Grantor and Grantee intend that this Easement will confine uses of the Property to only those activities that are consistent with the Conservation Purpose.

SECTION II - RIGHTS OF GRANTEE

To accomplish the Conservation Purpose, Grantor hereby conveys the following rights, without restriction, to Grantee, which rights shall be in addition to and not in limitation of any other rights and remedies available to Grantee:

(a) to protect in perpetuity the Conservation Values, as defined and set forth herein and consistent with any third-party rights of record in and to the Property that were not subordinated to the terms and conditions of this Easement on the effective date of this Easement;

(b) to prevent Grantor or third persons (whether or not claiming by, through, or under Grantor) from conducting any activity on or use of the Property that is not consistent with the terms of this Easement, and to require Grantor (to the extent caused by Grantor, except for wildfire, which is, by its nature beyond Grantor's control) or third persons to restore any areas or features of the Property that may be damaged by an inconsistent activity or use;

(c) to enter upon the Property at reasonable times and in a reasonable manner to monitor compliance with and otherwise enforce the terms of this Easement;

(d) to enter onto the Property in the case of an emergency as determined by Grantee, in which event Grantee shall notify Grantor prior to entering onto the Property, if possible, or as soon thereafter as is reasonably practical;

(e) to obtain injunctive and other equitable relief against any violations, including restoration of the Property to the condition that existed prior to any such violation (where Grantee will have no adequate remedy at law);

(f) to enforce this Easement in the case of breaches by Grantor or by third persons (whether or not claiming by, through, or under Grantor) by appropriate legal proceedings, after providing Grantor with reasonable notice and a reasonable opportunity to cure as provided in Section IV;

(g) to erect signage at such locations on the Property as determined mutually between Grantor and Grantee identifying Grantee as the holder of this Easement, the terms of this Easement, or the Property's protected status; and

(h) to burden title to the Property in perpetuity and bind the Grantor and all future owners and tenants of the Property.

SECTION III – BASELINE DOCUMENTATION REPORT

The Baseline Documentation Report, attached as Exhibit C and by this reference made a part hereof, contains a collection of baseline data that establishes the condition of the Property and its natural resources as of the effective date of this Easement in accordance with Treasury Regulation § 1.170A-14(g)(5)(i). The Parties acknowledge that the Baseline Documentation Report has been completed by competent professionals familiar with the Property and agree that the Baseline Documentation Report provides an accurate representation of the Property as of the effective date of this Easement. The Parties further agree that all updates to the Baseline Documentation Report will be signed by both Grantee and Grantor and attached to the Baseline Documentation Report. A copy of the Baseline Documentation Report and all updates thereto shall remain on file in Grantee's offices. Notwithstanding the foregoing, should a future controversy arise over the condition of the Property or compliance with this Easement, the Parties may use all relevant documents, surveys, reports, and other information to assist in resolving the controversy.

SECTION IV - PERMITTED USES AND PRACTICES

The uses and practices described in this Section shall not be precluded or prevented by this Easement, except in mutual agreement with Grantor when such uses and practices (i) occur

in a manner or to a degree that would have or has a material adverse impact on the Conservation Values or the Conservation Purpose of the Easement, (ii) require Grantee's prior approval in accordance with Section VI, or (iii) create or threaten to create a material adverse impact on the Conservation Values set forth in and protected by this Easement, or constitutes a prohibited use or practice as set forth in Section V of this easement.

While not an exhaustive recital of permitted uses and practices and subject to the limitations listed above, the following uses are consistent with this Easement.

A. Maintenance and Restoration of the Native Ecosystem: Grantor may use techniques and methods recognized as effective in maintaining and restoring the native biological diversity of the Property, including but not limited to invasive weed suppression, restoration of areas that have eroded, restoration of forests, and other passive restoration efforts, provided in all cases that restoration is done in accordance with the conservation easement.

B. Public Access and Recreation: The right of the public to engage only in non-motorized recreational activities, including, but not limited to, hiking, mountain biking, equestrian use, cross country skiing, snow shoeing and other passive recreational uses are recognized as permissible activities on the Property, provided these uses are on designated trails established in accordance with an approved trail plan. Such trail plan may be amended by written agreement in accordance with the approval process outlined under Section VI.

C. Trails: Grantor may, from time to time, construct trails for private and general public access and maintain said trails, such public trails as identified in the approved trail masterplan for the Property in accordance with the Section VI of this Easement, as provided in the Trails Agreement attached hereto as Exhibit D in accordance with the following:

    a. Trails are single track in nature as permitted by the existing agreements attached hereto as Exhibit D;
    b. That the surface materials used on the trail are natural, such as, for example

and not by way of limitation, woodchip or dirt and shall remain pervious to water;

c. Any proposed modifications to the public trails are noticed to Grantee as provided for in Section VI;
d. Any public trail relocation shall be noticed to Grantee as provided for in Section VI;
e. All efforts to enforce designated trail use and prevent informal trail development shall be sought;
f. Any public trail development shall ensure sensitivity to the ecological and scenic integrity of the Property and in particular to avoid sensitive wildlife areas and areas of significant visual vulnerability;
g. Grantee and Grantor may mutually determine that inappropriate public trail use, or public trail use at certain times of the year, conflict with the preservation of the Conservation Values, and may temporarily close such trail(s) that are being used inappropriately, subject to any trails easement granted to Wasatch County;
h. It is the understanding and intent of Grantor and Grantee that Grantor will maintain any and all such public trails, as set forth in existing agreements to which Grantor and Heber City are parties and relating to such trails, amongst other things, and Grantor may do so using such equipment and vehicles as are customarily used to do so; and
i. The location of such public trails shall include designated trails identified in Exhibit D or agreements to which Grantor and Heber City are currently a party to which currently provide general locations for such public trails.

D. Trail Related Structures: Grantor may construct trail-related improvements, provided that the improvements are necessary to prevent the impairment of other Conservation Values. These trail-related improvements may include, but are not limited to, rest areas with benches and small decks. Grantor may also construct a yurt for a rest area so long as the location is determined in consultation with and subject to prior approval of the Grantee in accordance with the conditions set forth in Section VI, which approval shall not be unreasonably withheld, and does not impact the scenic quality of the Property.

E. Signage: Grantor shall have the right to place or authorize the placement of a limited number of signs for the following purposes, the content, size and location of which shall be decided by the grantor:

a. To state the purpose of this Easement and the terms hereof;
b. To identify public trails and provide directional and trail related regulatory signage, or to identify interpretive sites on the Property;
c. To identify and post trail improvements and trail information at locations determined mutually by Grantor and Grantee;
d. To state rules and regulations, safety, or hazardous conditions found on the Property in accordance to the Grantor's established guidelines for properties they own;
e. To advise the public and others as to Grantor's role in dedicating and creating trails;
f. To state the private or public nature of certain trails.

F. Problem or Diseased Animals: Grantor may use legal methods to control diseased and problem animals as permitted by local, state, and federal laws.

G. Fire Suppression: Grantor may remove brush and vegetation necessary to minimize the risk of wildfire on the Property. Potential means to reduce or remove high-risk fuel loads may include requiring removal of deadfall and slash created during the maintenance of trails. Removal methods shall limit the effect on the native biological diversity and may include, but would not be limited to, hand removal, mechanized methods, and biological methods. It may be advisable, from time to time and only for temporary periods of time, for Grantor to have sheep and/or cattle graze portions of the Property for the sole purpose of reducing a fire hazard on the Property. If and when such a temporary grazing period is to occur, the length or period of such temporary grazing periods, and any other terms and conditions of such temporary grazing periods shall be outlined in a grazing plan and subject to the prior approval of Grantor and Grantee. In the event of a wildfire, if it is determined that an insufficient seed bank exists in the soil, a restoration plan in consultation with Utah Open Lands will be developed.

H. Invasive Weed and Insect Control: Grantor may use biological invasive weed and insect controls, provided such use ensures protection of the riparian values of the Property and avoids any impairment of the natural ecosystems and their processes. Grantor may use chemical controls only in those amounts and with the frequency of application constituting the minimum necessary to accomplish reasonable invasive weed and insect control, provided such use ensures protection of the riparian values of the Property and avoids any impairment of the natural ecosystems and their processes.

I. Utilities: Existing utilities may be maintained or relocated, and new connections Grantor deems necessary and appropriate in conjunction with a permitted use under this Section are permitted, provided that, in the case of any utility relocation or new construction: (i) it must be approved by Grantee in accordance with Section VIII; (ii) the utility must be buried to the extent reasonably practicable; and (iii) any surface disturbance to the Property must be restored, to the extent reasonably practicable, to its original undisturbed state.

J. Events, Special Use, and Related Temporary Structures: Grantor shall have the right to determine if events or other activities may use and/or lease the trail system through the Property and temporary shelters or structures may be used provided they are temporary in nature and are erected and removed in a manner that creates the least amount of impact on the Conservation Values.

K. Residual Rights: Except as expressly limited by this Easement, Grantor may exercise and enjoy all rights as owner of the Property, identified in this easement and the right to use the Property for any purpose not inconsistent with this Easement.

L. Public-Private Partnership: If any public – private partnerships such as recreation districts or other partnerships become available, Grantor and Grantee may mutually decide to use such partnerships for the construction and/or maintenance of trails and the overall management of the Property.

SECTION V - PROHIBITED USES AND PRACTICES

Any use or practice that is inconsistent with the Conservation Purpose of this Easement or likely to cause material damage to the Conservation Values is prohibited. Grantor agrees that the following uses and practices, though not an exhaustive recital of all prohibited uses and practices, are inconsistent with the Conservation Purpose of this Easement and thus prohibited.

A. Subdivision: Division or subdivision of the Property, and any action that creates an actual or *de facto* subdivision of the Property, is prohibited. Grantor does not have the right nor will attempt to be made to divide, subdivide, or take action which creates an actual or *de facto* subdivision of the Property. Further, the Property shall not be annexed by any city or county without Grantor's prior approval.

B. Proffers, Dedications, Transfer of Development Rights: Proffer or dedication of the Property or any portion thereof as open space in or as part of any residential subdivision, any real estate development plan, or any other type of residential, commercial, or industrial development is prohibited. Proffer or dedication of the Property or any portion thereof for the purpose of fulfilling density requirements to obtain approvals for any zoning, subdivision, site plan, or building permits, is prohibited. Transfer of any development rights that have been encumbered or extinguished by this Easement to any other property pursuant to a transferable development rights scheme, cluster development arrangement, or otherwise is prohibited. Notwithstanding the foregoing restriction, Grantee acknowledges and agrees that: (i) some or all the Property covered by the Easement already constitutes open space, as required by local land use approvals and as part of Grantor's residential development commonly known as Red Ledges; (ii) Grantee has inspected the Property and is aware of the location and nature of such open space in such development of Grantor; and (iii) Grantor hereby agrees that it shall not relocate or reduce the size of such open space in its development and that such open space is expressly intended to be part of the property covered by the Easement and to be consistent with the Conservation Values.

C. Construction: Structures or facilities for residential, commercial, or industrial use are prohibited, except for benches and trail-related structures permitted in Section IV.

D. Wildlife Disturbance or Harassment: Disturbance or harassment of wildlife by any means (for example, by people, non-native species, or domestic animals) is prohibited. The taking, removal, translocation, or captivation of wildlife is prohibited, however nothing within this provision shall restrict Grantor and Grantee from determining healthy carrying capacities of big game species on the Property (subject to the effect of appropriate and depredation permits), including elk, deer and other wildlife on the property, either directly with or with the cooperation of the Utah Division of Wildlife Resources or similar agencies, which control and management shall otherwise be consistent with the Conservation Values. Notwithstanding the foregoing, Grantor shall have the right to control and remove or cause the control or removal of wild predatory animals, such as coyotes and mountain lions.

E. Alteration and Modification of Topography: Disturbance, alteration, excavation, and impairment of the topography of the Property is prohibited, except as permitted in connection with the permitted uses and practices in Section IV, excluding minor changes as a result of activities expressly permitted herein, unless such changes were caused by the forces of nature. Changing the topography of the Property by placing on it any soil, land fill, or other material, except as necessary to conduct specific water preservation, collection and distribution purposes.

F. Non-native Species: Intentional introduction onto the Property of any non-native plant or animal species is prohibited, except as permitted in connection with the permitted uses and practices in Section IV. Grantor may take any actions it considers prudent to remove non-native species in it's sole judgment.

G. Roads: New Roads over, through or across the Property are prohibited.

H. Motorized Vehicles: Motorized vehicles, including snowmobiles, motorcycles, or other motorized recreational, off-highway or all-terrain-type vehicles are prohibited on the Property except for:

i. emergency vehicles;
ii. purposes of safety as determined mutually by Grantor and Grantee, and provided the user has obtained a license from Grantor;
iii. vehicles used in routine maintenance of the Property, provided the vehicles are under the direct control of Grantor or Grantee; and
iv. vehicles in conjunction with a permitted use hereunder.

I. Agricultural Uses: Agricultural uses are prohibited on the Property.

J. Dumping: The dumping or other disposal of trash, debris, ashes, sawdust, or other refuse on the Property is prohibited.

K. Utilities: New utilities and new utility corridors are prohibited, except for Wifi and cellular towers and as otherwise permitted in Section IV.

L. Mineral Activities: Any surface or subsurface exploration or extraction of oil, gas, rock, gravel, sand, minerals, artifacts, or other materials found in, on, or under the Property (including, but not limited to, the lease, sale, or other disposition of the rights to such materials, and any horizontal drilling under the Property from other properties) is prohibited.

M. Signs and Billboards: The construction, maintenance, lease, or erection of any signs or billboards on the Property is prohibited, except for the trail signage and information contemplated hereby. This prohibition encompasses, but is not limited to, commercial and political signs and billboards.

N. Recreational Structures: Recreational structures or facilities are prohibited on the Property other than those provided for in accordance with an approved trail plan as show in Exhibit D and as contemplated hereby. Notwithstanding the foregoing, trail-related structures may be constructed including, but not limited to, rest areas with benches, decks, and/or pergolas. Grantor may also construct a yurt in a non-invasive manner as a rest area.

O. Hazardous Waste: The storage, dumping, or other disposal of any toxic or hazardous material on the Property is prohibited. Use of small quantities of hazardous materials necessary to accomplish a permitted use or practice is allowed but only if such use does not (i) violate any federal, state or local environmental law, regulation, or other requirement or (ii) negatively impact the Conservation Purpose of this Easement. Neither this provision nor any other right granted in this Easement shall impose liability on Grantee, nor shall Grantee be construed as having liability as a "responsible party" under CERCLA or other similar local, state, or federal statute.

P. Industrial, Commercial, and Residential Use: The use of the Property for industrial, commercial or residential occupancy or uses is prohibited.

Q. Game Farming or Presence of Game Farm Animals: Construction or operation of a game farm on the Property, or raising or holding game farm animals on the Property is prohibited. "Game farm animals" include those animals regulated or prohibited by the Utah Legislature, the Division of Wildlife Resources, or the Department of Agriculture and Food.

R. Commercial Feed Lot: Establishing or maintaining any commercial feedlot on the Property shall not be permitted. For purposes of this Easement, the term "commercial feedlot" is defined as a permanent or temporary area, with or without fences or facilities in a confined or unconfined area or facility, within which the land is not grazed or cropped annually, and may be used for purposes of engaging in the business of receiving and feeding livestock for hire.

S. Storage: Keeping or storage on the Property of any automobiles, trucks, campers, travel trailers, motor homes, boats, heavy equipment, or other type of machinery not associated with the maintenance of the Property is prohibited.

SECTION VI - PRIOR APPROVAL FROM GRANTEE

If any provision of this Easement requires Grantor to obtain Grantee's approval prior to the performance of an act or undertaking of a use or practice, Grantor shall not perform that act or undertake that use or practice (whether directly or through an agent) until the notice and

approval provisions of this Section have been fully satisfied. Grantee shall grant approval pursuant to this Section only if the proposed act, use, or practice will not cause material damage to the Property's Conservation Values or otherwise be inconsistent with the Conservation Purpose or provisions of this Easement. This Section is not intended for any other purpose, including, without limitation, to request approval of: (i) an act, use, or practice that is expressly prohibited by this Easement; (ii) an existing or threatened violation of this Easement; or (iii) an act, use, or practice for which an amendment to this Easement would be needed. Nothing in this Section shall in any way prohibit or limit the Grantee's ability to obtain writs or injunctive relief or otherwise enforce this Easement. The same process shall apply for Grantee to obtain Grantor's approval contemplated by this Agreement.

A. Grantor's Written Notice: Prior to the performance of any act or the undertaking of any use or practice that requires Grantee's approval, Grantor must notify Grantee in writing of the proposed act, use, or practice. The notice must fully inform Grantee of all material aspects of the proposed act, use, or practice (including the nature, scope, design, location, and timetable for such proposed act, use, or practice), and Grantor must send the notice to Grantee by registered or certified mail return receipt requested or by email with a "read receipt" tracking option.

B. Grantee's Written Request or Response: Grantee shall have forty-five (45) days from the date such notice is received (as indicated by the registered or certified mail return receipt or the "read receipt" confirming that the email message was opened by Grantee) to review the proposed act, use, or practice and, in writing, either approve the proposed act, use, to practice or notify Grantor of any objections it may have. The forty-five (45) day period shall not begin to run for purposes of this paragraph until such time as Grantee has received adequate information from Grantor to effectively evaluate the proposed act, use, or practice. In the event Grantee requires additional information to evaluate the proposed act, use, or practice, Grantee shall, in writing, request the information from Grantor as soon as practicable and in any case no later than forty-five (45) days after receipt of the notice. Grantee's objections to a proposed act, use, or practice, if any, shall be in consultation with Grantor and shall be based upon Grantee's reasonable opinion that the proposed act, use, or practice is likely to cause material damage to the Property's Conservation Values or is otherwise

inconsistent with the Conservation Purpose or provisions of this Easement. If, in Grantee's good faith judgment, the proposal presented by Grantor can be modified to avoid material damage to the Property's Conservation Values and otherwise comply with the Conservation Purpose and provisions of this Easement, then Grantee's response shall inform Grantor how the proposed act, use, or practice may be modified to comply with this Easement. Grantor may commence the proposed act, use, or practice only after it receives Grantee's express written approval, and only in the manner explicitly proposed by Grantor and approved by Grantee. Grantee must send any request for more information or response to Grantor by registered or certified mail return receipt requested or by email with a "read receipt" tracking option.

C. Grantee's Failure to Respond: Grantee agrees to use reasonable diligence to respond to a notice from Grantor within forty-five (45) days from the date such notice is received (as indicated by the registered or certified mail return receipt or the "read receipt" confirming that the email message was opened by Grantee) or within forty-five (45) days after Grantee has received adequate information to evaluate the proposed act, use, or practice, whichever is later. Grantee's failure to respond within the forty-five (45) day period shall be deemed a constructive denial Grantor's request. If, however, Grantee is deemed to have disapproved such request by reason of its failure to timely respond within such 45-day period, Grantor may provide Grantee with written notice of such failure to respond (the "Second Notice"), which shall clearly state that it constitutes the Second Notice. Grantee's failure to respond to the Second Notice within five (5) days after receipt thereof shall be deemed Grantee's approval of Grantor's request in the Second Notice.

D. Force Majeure: Grantor will not be obligated to send a notice to Grantee, and Grantee will not be entitled to bring an action against Grantor for undertaking any prudent activity in a bona fide emergency situation to prevent, abate, or mitigate the immediate threat of significant damage to the Property resulting from causes beyond Grantor's control, including fire, flood, storm, and earth movement. Grantor will promptly notify Grantee of any injury to the Property caused by such events and of any efforts to prevent, abate, or mitigate any damage caused by such events.

E. Addresses. The addresses of Grantor and Grantee for purposes of mailing or emailing the notices, requests, and responses addressed in this Section are set forth in Section XIII.

SECTION VII - BREACH, RESTORATION, AND REMEDIES

A. Breach and Restoration: If either the Grantor or Grantee becomes aware of a violation or potential violation of this Easement, or becomes aware of any damage or potential damage to the Conservation Values associated with the Property, whether precipitated by Grantor or by a third party, the party who has become aware must promptly notify the other party of such violation, potential violation, damage, or potential damage by registered or certified mail return receipt requested or by email with a "read receipt" tracking option. Grantor or Grantee, as applicable, shall have thirty (30) days from the date of receipt of a notice from the Grantee or Grantor, as applicable, of a violation or potential violation or of damage or potential damage to commence actions, including restoration of the Property, that are reasonably calculated to prevent or correct the violation or damage (Grantor's receipt of such a notice shall be indicated by the registered or certified mail return receipt or the "read receipt" confirming that the email message was opened by Grantor or Grantee, as applicable). If Grantor or Grantee, as applicable, fails to take such corrective action within the thirty (30)-day time period, Grantor or Grantee, as applicable, may undertake appropriate action, including legal action, to effect such prevention or correction. Grantor or Grantee, as applicable, shall pay the cost of such prevention or correction, including Grantor's or Grantee's, as applicable, expenses, court costs, and attorney's fees.

B. Injunctive and Other Relief: Grantee shall have the right to obtain injunctive relief or writs from courts of competent jurisdiction, or take other appropriate legal action to stop or prevent unauthorized activities and to force the restoration of the portion of the Property affected by an unauthorized activity to a similar or equivalent condition that existed prior to the unauthorized activity to a similar or equivalent condition that existed prior to the unauthorized activity. Such restoration may include, but is not limited to, restoring soils, replanting suitable native vegetation, and taking such other action as Grantee deems necessary to achieve restoration. The costs of restoration

and litigation, including reasonable attorney's fees, shall be borne by Grantor or those of its successors or assigns against whom a judgment is entered, to the extent the condition requiring restoration is directly caused by Grantor.

C. Actual or Threatened Non-Compliance: Grantor acknowledges that actual or threatened instances of non-compliance under this Easement may constitute immediate and irreparable harm. Grantee is entitled to invoke the equitable jurisdiction of any court to enforce this Easement.

D. Cumulative Remedies: Grantee's remedies set forth in this Easement are cumulative. Any, or all, of the remedies may be invoked by Grantee if there is an actual or threatened violation of this Easement.

E. No Waiver of Enforcement: Grantee and Grantor may each exercise discretion in enforcing this Easement, subject to Grantee's fiduciary obligations to the public as beneficiary of the easement and to Grantor's obligations hereunder. No delay or omission by either of them in the exercise of any right or remedy under this Easement or applicable law shall impair such right or remedy or be construed as a waiver. The failure to exercise any rights under this Easement, in the event of a breach by either Party hereto, shall not be considered a waiver of the other party's rights under this Easement in the event of any subsequent breach. Enforcement of this Easement shall not be defeated by adverse possession, laches, or estoppel. The Parties agree that the rights of the public, as beneficiary of this Easement, shall not be forfeited by any acts or omissions of the Parties.

SECTION VIII – NOTICES, SUPERIORITY OF EASEMENT, COSTS, TAXES & FEES

A. Notices: To provide Grantee with notice of a change in ownership or other transfer of an interest in the Property, Grantor agrees to notify Grantee in writing of the names and addresses of any party to whom the Property or any interest therein (including a leasehold interest) is transferred. Grantor further agrees to make specific reference to this Easement in a separate paragraph of any subsequent deed or other instrument by which any interest in the Property is conveyed, and attach a copy of this Easement to

such instrument. Grantor also agrees to provide written notice of this Easement to all agents working under the direct control of Grantor in conjunction with the Property. Any failure to comply with the terms of this paragraph shall in no manner render this Easement or any provisions of this Easement unenforceable.

B. Superiority of Easement: Any lease, mortgage, trust deed, lien, judgment, or other interest executed or entered against the Property after the effective date of this Easement shall be subordinate to this Easement and in no way enable the holder of such interest or their successor(s) in interest to breach the terms of this Easement or otherwise negatively impact the Conservation Values protected by or the Conservation Purpose of this Easement.

C. Costs, Taxes, and Fees: Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including responsibility for fire suppression (except for the effect of wildfires) and the control of noxious weeds in accordance with all applicable laws. Grantor agrees to bear all costs of operation, upkeep, and maintenance of the Property, and agrees to reimburse Grantee for all claims and obligations arising from the operation, upkeep, and maintenance of the property. Grantor shall pay any and all lawful taxes, assessments, fees, and charges levied by competent authority.

SECTION IX – INDEMNITY

Grantor agrees to defend, indemnify, and hold harmless the Grantee from and against any damage, liability, and loss occasioned by, growing out of, or arising or resulting from (i) any act or omission by Grantor or its agents or employees associated with the Easement or the Property or (ii) the presence or release of any toxic or hazardous material or substance on the Property caused by Grantor, except where the presence or release was directly cause by Grantee.

SECTION X – RESTRICTION ON TRANSFER OF EASEMENT

A. Grantee is prohibited from assigning or otherwise transferring this Easement, whether

or not for consideration, unless (i) the transferee is, at the time of the transfer, a "qualified organization" and an "eligible donee," as those terms are defined in §170(h) of the Internal Revenue Code and accompanying Treasury Regulations, (ii) the transferee is qualified to hold a conservation easement under Utah law, (iii) Grantee, as a condition of the transfer, requires that the transferee agree in writing that the Conservation Purpose of this Easement will continue to be carried out, and (iv) Grantor consents in writing to the transfer, which consent shall not be unreasonably withheld.

B. If Grantee shall cease to exist, or cease to be a qualified organization or eligible donee (as those terms are defined in § 170(h) of the Internal Revenue Code and accompanying Treasury Regulations) or qualified to hold a conservation easement under Utah law, and a prior transfer is not made in accordance with the requirements of this Section, then Grantee's rights and obligations under this Easement shall vest in such entity as a court of competent jurisdiction shall direct, with Grantor's written approval, pursuant to the doctrine of *cy pres* and provided that the requirements of this Section shall be satisfied.

C. A transfer of this Easement in connection with a judicial extinguishment that satisfies the requirements of Section XII shall not violate the provisions of this Section.

SECTION XI – EXTINGUISHMENT; VALIDITY

A. Grantor agrees that the conveyance of this Easement gives rise to a property right that immediately vests in Grantee. Grantor further agrees that this property right had a fair market value on the effective date of this Easement that was equal to the proportionate value that this Easement, at the time, bore to the value of the Property as a whole at that time.

B. This Easement may be extinguished in whole or in part (whether through release, termination, eminent domain, abandonment, swap, exchange, reconfiguration, or otherwise) only (i) in a judicial proceeding in a court of competent jurisdiction, (ii) upon a finding by the court that a subsequent unexpected change in conditions has made

impossible or impractical the continued use of the Property (or the portion thereof to be removed from this Easement) for conservation purposes, and (iii) with a payment of proceeds to Grantor and Grantee as provided in paragraph C of this Section. Any removal of land from this Easement constitutes an extinguishment, however such removal might be characterized.

C. In the event of an extinguishment, Grantee shall be entitled to a share of the proceeds from any sale, exchange, or involuntary conversion of the property removed from this Easement equal to the appraised value of this Easement (or portion of this Easement encumbering the property to be removed) immediately before and ignoring the extinguishment, calculated using an appropriate "before and after" valuation methodology. Grantor shall be entitled to the remainder of the proceeds. Grantee has a right to record a lien to secure its recovery of its share of the proceeds.

D. If all or any part of the Property is taken under the power of eminent domain, Grantor and Grantee shall participate in appropriate proceedings at the time of such taking to recover the full value of their respective interest subject to the taking as well as all incidental or direct damages resulting from the taking. All reasonable expenses incurred by Grantor or Grantee in any such action shall first be reimbursed out of the recovered proceeds; the remainder of such proceeds shall be divided between Grantor and Grantee as provided in paragraph C of this Section.

E. The fact that any use of the Property expressly prohibited by this Easement or otherwise determined to be inconsistent with the Conservation Purpose of this Easement may become significantly more valuable or economical than permitted uses, or that neighboring properties may in the future be put entirely to uses inconsistent with the Conservation Purpose of this Easement, has been considered by Grantor in granting and by Grantee in accepting this Easement, and it is the intent of both Grantor and Grantee that any such changes shall not impair the validity of this Easement or be considered grounds for its extinguishment in whole or in part. In addition, the inability to carry on any or all of the permitted uses and practices, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its extinguishment in whole or in part.

F. All provisions of this Section shall survive any extinguishment of this Easement in whole or in part.

SECTION XII – LIMITED POWER OF AMENDMENT

A. Grantor and Grantee intend that the Conservation Values of the Property and the Conservation Purpose of this Easement will be protected in perpetuity by this Easement. While Grantor and Grantee have endeavored to foresee all possible threats to the perpetual protection of the Conservation Values of the Property and the Conservation Purpose of this Easement, there may come a time when this Easement should be amended to correct an error, to eliminate or reduce reserved rights, to clarify an ambiguity, or to otherwise enhance the protection of the Conservation Values of the Property. To that end, Grantor and Grantee have the right to agree to amendments to this Easement, provided, however, that any amendment must comply with each of the following requirements.

i. Only the following types of amendment are permitted:
   a. Amendments that are technical in nature (such as correcting a scrivener's error).
   b. Amendments that eliminate or reduce one or more of Grantor's reserved rights.
   c. Amendments that enhance the protection of one or more of the Conservation Values of the Property and are not detrimental to or inconsistent with the Conservation Purpose of this Easement.

ii. An amendment must not materially injure or destroy any of the Conservation Values of the Property or be detrimental to or inconsistent with the Conservation Purposes of this Easement. For example, this requirement prohibits "trade-off" amendments that would materially negatively impact the Conservation Values, even if it arguably would further the protection of the Conservation Values of the Property. Thus, for example, an amendment that would involve the relaxation or elimination of a restriction or other

conservation protection in this Easement in exchange for the addition of land to this Easement is prohibited.

iii. An amendment must not limit or otherwise alter the perpetual duration of this Easement.

iv. An amendment must not adversely affect the status of the Grantee as a qualified organization, eligible donee, or eligible holder of this Easement under any applicable laws.

v. An amendment must not result in private inurement or confer impermissible private benefit.

vi. An amendment must be in writing, duly signed, and promptly recorded in the appropriate location for public land records, and Grantee must document the amendment's compliance with the requirements of this Section in writing.

B. Nothing in this Section shall require Grantee to agree to any amendment and Grantee shall consult with Grantor with respect to any amendment.

SECTION XIII – NOTICES

Any notice, demand, request, consent, approval, or other communication shall be in writing and shall be sent by registered or certified mail return receipt requested or by email with a "read receipt" tracking option to:

Grantor: Red Ledges Community Association, Inc.,
Attn: Todd Cates, Vice President
205 N Red Ledges Blvd
Heber City, Utah 84032
Todd.Cates@RedLedges.com

Grantee: Utah Open Lands Conservation Association Inc.
Attn: Executive Director
1488 South Main Street
Salt Lake City, Utah 84115

Wendy@UtahOpenLands.org

Grantor or Grantee may, by written notice to the other, designate a different recipient (i.e., "Attn:") or a different mail or email address.

SECTION XIV - MISCELLANEOUS PROVISIONS

A. Partial Invalidity: If any provision of this Easement or application of any provision of this Easement to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement, and the application of the provision to persons or circumstances other than those to which it is found to be invalid, shall not be affected thereby.

B. "Grantor" and "Grantee": The term "Grantor" as used in this Easement and any pronouns used in place thereof shall mean and include the above-named Grantor and its successors and assigns. The term "Grantee" as used in this Easement and any pronouns used in place thereof shall mean Utah Open Lands Conservation Association and its successors and assigns. Grantor and Grantee may be referred to herein collectively as the "Parties."

C. Titles: Section and Subsection titles and subtitles are for convenience only and shall not be deemed to have legal effect.

D. Liberal Construction: This Easement shall be liberally construed in favor of forever protecting and preserving the Conservation Values of the Property and carrying out the Conservation Purpose of this Easement, and under no circumstances shall this Easement be construed in favor of the free use of land. The Parties acknowledge that each has reviewed and revised this Easement with the assistance of counsel, and that no rule of construction resolving ambiguities against the drafting party shall be employed in interpreting this Easement.

E. Successors: This Easement shall be binding upon both Grantor and Grantee

and their respective successors in interest and assigns.

F. Governing Law: This Easement will be interpreted and construed in accordance with applicable Utah laws.

G. Venue: any legal action concerning this Easement shall be filed in the Fourth Judicial District of Utah, Wasatch County.

H. Entire Agreement: This Easement sets forth the entire agreement of the Parties. It is intended to supersede all prior discussions or understandings.

I. Compliance With Law: All uses and practices permitted by this Easement shall comply with all applicable local, state and federal laws.

J. Effective Date: The effective date of this Easement will be the date of its recordation.

K. State Law Notice Requirements: Grantor hereby acknowledges that Grantee, at least three days prior to the execution of this Easement, discussed with it the types of conservation easements available, the legal effect of each easement, and the advisability of consulting legal counsel concerning any possible legal and tax implications associated with granting this Easement.

L. No Merger: The Parties intend that this Easement may be extinguished in whole or in part only as provided in Section XII. To that end, the Parties hereby agree that (i) no purchase by or transfer to Grantee of the underlying fee interest in the Property shall be deemed to extinguish this Easement, or any portion thereof, under the doctrine of merger or other legal doctrine, and (ii) should Grantee come to own all or a portion of the underlying fee interest in the Property, (a) Grantee, as successor in title to Grantor, shall observe and be bound by the obligations of Grantor under and the restrictions imposed upon the Property by this Easement and (b) Grantee shall continue to hold and enforce this Easement as a public charitable trust for the benefit of the citizens

of Wasatch, the State of Utah, and the United States of America and be bound by its terms.

M. Warranty of Authority to Sign: By their signature below, the Parties warrant that this Easement is a valid, binding, and enforceable document which is executed after having obtained all necessary authority from their respective entities.

N. References. All references to the Internal Revenue Code, Treasury Regulations, and the Utah Code Annotated in this Easement shall be to the code and regulation provisions in effect as of the effective date of this Easement.

IN WITNESS WHEREOF, Grantor and Grantee execute this Easement.

GRANTOR:

RED LEDGES COMMUNITY ASSOCIATION, INC.,
Dated this 28TH day of December, 2021

By_____
Todd R. Cates, Vice President
Red Ledges Community Association, Inc.

GRANTEE:

UTAH OPEN LANDS CONSERVATION ASSOCIATION, INC.,
Dated this 21st day of December, 2021

By _____
Wendy Zeigler, President,
Utah Open Lands Conservation Association, Inc.

STATE OF UTAH)
: ss.
County of Wasatch)

On this 28TH day of December 2021, Todd R. Cates, representing Red Ledges Community Association, Inc., known to me to be the person whose name is subscribed to the instrument set forth above, personally appeared before me, Christopher Hanson, a Notary Public for the State of Utah, and acknowledged that he/she executed the same on behalf of Red Ledges Community Association, Inc.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notaries seal on the date above written.

_____ (SEAL)

Christopher Carl Hanson
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 07/17/2023
Commission # 707264

Notary Public for the State of Utah Residing at Summit Co

My commission expires July 17, 2023

STATE OF UTAH)
: ss.
County of Salt Lake)

On this 21st day of December, 2021, Wendy Zeigler, who is known to me to be the President of Utah Open Lands Conservation Association Inc., and the person whose name is subscribed to the instrument set forth above, personally appeared before me, Ilene Clark, a Notary Public for the State of Utah, and acknowledged that he executed the same on behalf of Utah Open Lands Conservation Association Inc.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notary seal on the date above written.

_____ (SEAL)

NOTARY PUBLIC
Ilene Clark
715561
My Commission Expires
12/09/2024
STATE OF UTAH

Notary Public for the State of Utah Residing at Salt Lake

My commission expires 12.9.24

EXHIBIT A

RED LEDGES CONSERVATION EASEMENT

BEGINNING AT A POINT ALONG THE EAST SECTION LINE OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING NORTH 00°02'33" EAST 45.57 FEET ALONG THE SECTION LINE FROM THE SOUTHEAST CORNER OF SAID SECTION 27, AND RUNNING THENCE NORTH 50°02'50" WEST 254.87 FEET; THENCE NORTH 01°48'44" EAST 143.35 FEET; THENCE NORTH 45°35'41" WEST 400.97 FEET; THENCE NORTH 49°22'48" WEST 175.93 FEET; THENCE THENCE NORTH 50°54'22" WEST 136.02 FEET; THENCE NORTH 32°58'10" WEST 16.18 FEET; THENCE NORTH 35°03'17" WEST 270.65 FEET; THENCE NORTH 37°54'30" WEST 344.76 FEET; THENCE NORTH 56°11'48" WEST 232.89 FEET; THENCE NORTH 70°34'31" WEST 303.18 FEET; THENCE SOUTH 69°03'27" WEST 260.55 FEET; THENCE SOUTH 56°59'00" WEST 124.55 FEET; THENCE NORTH 45°37'27" WEST 988.51 FEET; THENCE NORTH 50°26'15" WEST 647.58 FEET; THENCE NORTH 68°19'01" WEST 1344.37 FEET; THENCE NORTH 79°01'04" WEST 318.33 FEET; THENCE NORTH 45°07'25" WEST 422.37 FEET; THENCE NORTH 55°38'25" WEST 403.85 FEET; THENCE NORTH 75°40'15" WEST 282.52 FEET; THENCE NORTH 41°55'21" WEST 371.67 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°32'57" EAST ALONG SAID SECTION LINE, 558.55 FEET; THENCE NORTH 00°00'51" WEST ALONG THE EAST LINE OF SAID SECTION 28, 1316.45 FEET; THENCE NORTH 89°57'40" EAST ALONG THE NORTH LINE OF SAID SECTION 27, 5287.64 FEET; THENCE, SOUTH 00°02'33" WEST ALONG THE EAST LINE OF SAID SECTION 27, 5222.33 FEET TO THE POINT OF BEGINNING.

CONTAINS AN AREA OF 17,199,784 SQ.FT. 394.85 ACRES, MORE OR LESS.

A PORTION OF:
OHE-1708-1-027-035 AND
OHE-1732-1-028-035

EXHIBIT B

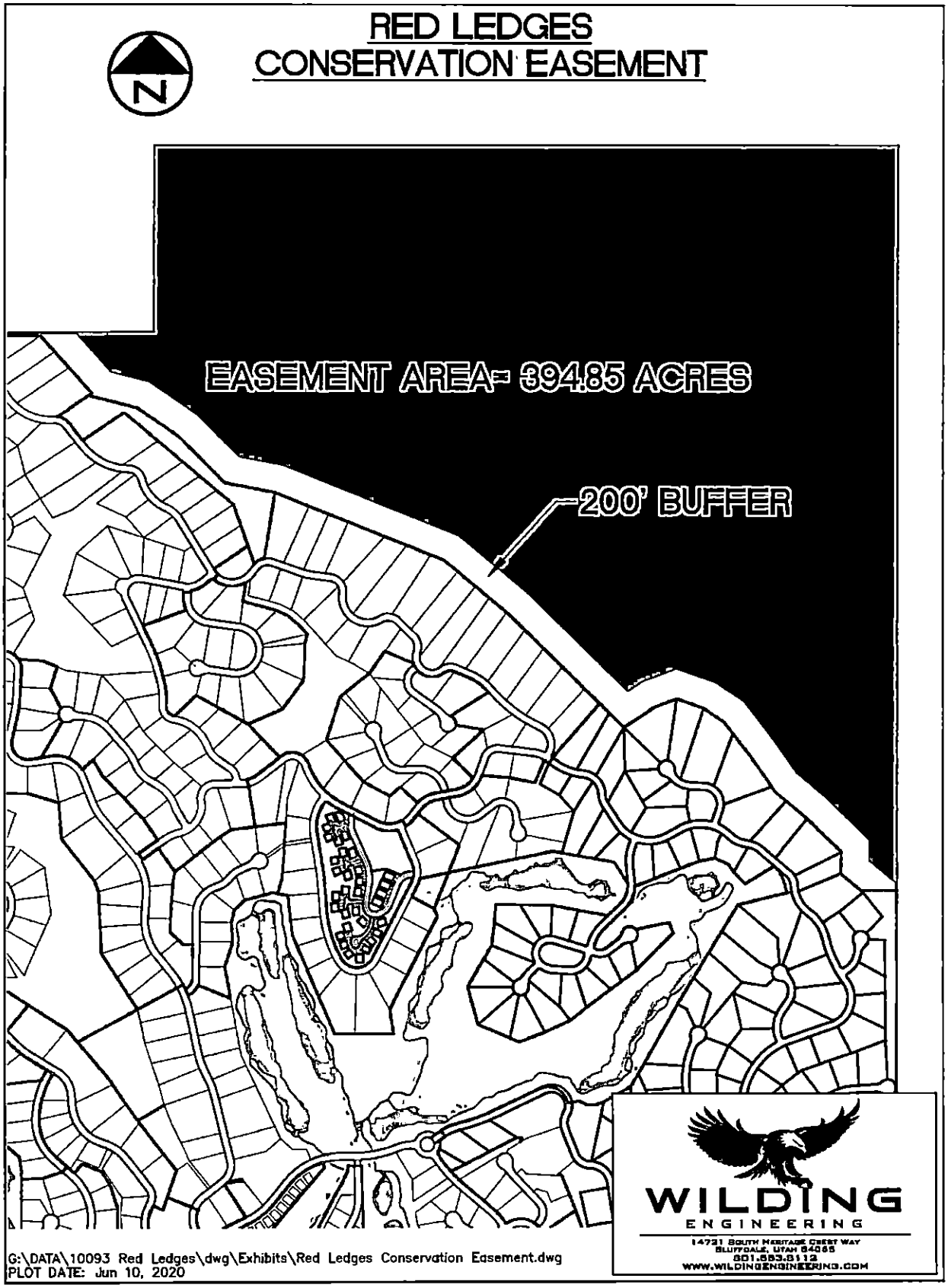


EXHIBIT C

EXHIBIT C: Baseline Documentation

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Baseline Documentation

RED LEDGES Nature Preserve

UTAH OPEN LANDS

SINCE 1990

PREPARED ON DECEMBER 1, 2021 BY

Marie Schleicher, Programs Associate
Wendy Fisher, Executive Director

UTAH OPEN LANDS
CONSERVATION ASSOCIATION
1488 S MAIN ST, SLC, 84115
(801) 463-6156

ABOUT THE PROPERTY

The Red Ledges Nature Preserve ("the Property") consists of ~394.85 acres and is located in Wasatch County, UT. Sitting in close proximity to East Creek Lake Road, the Property provides scenic respite along this corridor within the municipality of Heber City. In addition to its scenic value, the Property possesses natural, open space and wildlife habitat conservation values that are further investigated and explained in this Baseline Document Report conducted by Utah Open Lands (UOL).



ACKNOWLEDGEMENTS & CERTIFICATIONS

This baseline documentation report (consisting of 66 pages including a cover page, table of contents, narrative descriptions, 22 unique maps and 53 reference photographs) was prepared through site visits beginning in May 2021 and June 2021, and completed on October, 2021 to document the present condition of the Property and is to be used for the purpose of monitoring and enforcement of theconservation easement. The noted current conditions of the Property are utilized to explore, verify and consequently monitor the health and condition of the conservation values protected by the terms as found in the conservation easement.

GRANTOR CERTIFICATION OF ACCRUACY AND ACCEPTANCE

This statement certifies that I, TODD CATES, VP, am the Grantor and current owners of theProperty. Tax parcel IDs 00-0020-9369 and 00-0020-9368 are subject to the conservation easement conveyed to Utah Open Lands Conservation Association and recorded in the official records of Wasatch County, Utah. We have read and independently reviewed this baseline documentation report and declare that this report accurately describes the status of the physical features and uses of the conservation easement Property.

Signature: _____ Date: 12/28/21

TODD R. CATES - VP
RED LEDGES COMMUNITY ASSOCIATION, INC.

Signature: _____ Date: _____

LAND TRUST CERTIFICATION OF ACCURACY AND ACCEPTANCE

As the Executive Director of Utah Open Lands Conservation Association, I, Wendy E. Fisher declare that Utah Open Lands Conservation Association has relied upon and will rely upon the information contained in this report which describes the condition of the Property at the time of the signing of the conservation easement. Further, I certify that the preparation of this document complies with our general policy and procedures for creating and maintaining business records and specifically with our policy and procedures for baseline documentation reports and record keeping. This document was created in the regular course of business for the purpose of monitoring this conservation easement and along with the language contained within the conservation easement aids our enforcement of the conservation values attendant to the land.

Signature: _____ Date: 12/21/21

WENDY E. FISHER, Executive Director, Utah Open Lands Conservation Association

PREPARER'S CERTIFICATIONS AND QUALIFICATIONS

This statement certifies that Marie Schleicher, prepared this Baseline Documentation Report through site visits to the Property, research, review of publicly accessible data and personal interviews with assistance from Seychelle Marcus, Stewardship Coordinator. All photographs provided in this report were taken by UOL staff on May 5 and June 10, 2021. Marie worked with Utah Open Lands from May 2016-September 2018 and again since June 2020-August 2021. Marie has training in the procedures for the production of Baseline Documentation Reports and was qualified to author such a report in accordance with Utah Open Lands' Baseline Documentation Policy re-affirmed by the Board of Directors on October 21, 2010. The site visits were conducted by Utah Open Lands' staff members, Wendy Fisher and Marie Schleicher, on May 5 and June 10, 2021.

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PROPERTY SUMMARY

CONSERVATION EASEMENT NAME:
Red Ledges Scenic Preserve

ACREAGE:
~394.85 acres

LOCATION:
205 Red Ledges Boulevard, Heber City, UT 84032

MUNICIPALITY:
Heber

COUNTY:
Wasatch County

EASEMENT GRANTOR:
Red Ledges Community Association Inc.

EASEMENT GRANTEE:
Utah Open Lands Conservation Association

CURRENT OWNER:
Red Ledges Community Association Inc

DIRECTIONS:
From Salt Lake City, head west on 400 South/University Boulevard toward South Main Street. After 0.2 miles, turn left at the first cross street onto West Temple. After 0.2 miles, turn right onto 500 South/Cesar E. Chavez Boulevard. In 0.6 miles, take the I-15 South/I-80 East/I-80 West ramp towards Salt Lake International Airport. After 0.2 miles, keep left and follow signs for I-15 South/I-80 East/Cheyenne/Las Vegas and merge onto I-15 South/i-80 East. In half a mile, mergeonto I-15 South/I-80 East. In 2 miles, take exit 304 for I-80 East towards Cheyenne and continue on I-80 East for approximately 5 miles. Continue on I-80 East for 19.7 miles and then take exit 146 toward Heber/Vernal. After 0.7 miles, continue onto US-189/US-40 East. After 16.5 miles, turn left onto East Center Street. In 2 miles, continue onto East Lake Creek Road. After 0.3 miles, turn left, and then left after 0.2 miles, onto the restricted use road. Turn right onto Ibapah Peak Drive, following the road until you reach the golf course. Walk the trail north to arrive at the destination.



BASELINE SCOPE & DEFINITION

This purpose of this document is to describe the condition and provide an accurate representation at the time of the grant of the conservation easement of the Property, an approximate 394.85-acre property located within Heber City limits in Wasatch County, UT. The Red Ledges Nature Preserve Conservation Easement was conveyed to Utah Open Lands Conservation Association by Red Ledges Community Association Inc. This baseline documentation report aids in the enforcement of the conservation easement as needed.

Section I - Conservation Purpose (from Conservation Easement):

"The purpose of this Easement is to forever protect and preserve the Conservation Values of the Property by prohibiting any use of the Property that may materially impair or interfere with such protection and preservation (the "Conservation Purpose"). The Parties agree that the Conservation Values are not likely to be materially adversely affected by the continued use of the Property as authorized in Section IV to this Easement. Grantor and Grantee intend that this Easement will confine uses of the Property to only those activities that are consistent with the Conservation Purpose."

Section III - Baseline Documentation Report (from Conservation Easement):

"The Baseline Documentation Report, attached as Exhibit C and by this reference made a part hereof, contains a collection of baseline data that establishes the condition of the Property and its natural resources as of the effective date of this Easement in accordance with Treasury Regulation § 1.170A-14(g)(5)(i). The Parties acknowledge that the Baseline Documentation Report has been completed by competent professionals familiar with the Property and agree that the Baseline Documentation Report provides an accurate representation of the Property as of the effective date of this Easement. The Parties further agree that all updates to the Baseline Documentation Report will be signed by both Grantee and Grantor and attached to the Baseline Documentation Report. A copy of the Baseline Documentation Report and all updates thereto shall remain on file in Grantee's offices. Notwithstanding the foregoing, should a future controversy arise over the condition of the Property or compliance with this Easement, the Parties may use all relevant documents, surveys, reports, and other information to assist in resolving the controversy."





PROPERTY & STEWARDSHIP

LEGAL DESCRIPTIONS

The legal description representative of both parcels making up the Property area of the conservation easement Is as below:

BEGINNING AT A POINT ALONG THE EAST SECTION LINE OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING NORTH 00°02'33" EAST 45.57 FEET ALONG THE SECTION LINE FROM THE SOUTHEAST CORNER OF SAID SECTION 27, AND RUNNING THENCE NORTH 50°02'50" WEST
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CONTAINS AN AREA OF 17,199,784 SQ.FT. 394.85 ACRES, MORE

OR LESS.A PORTION OF:
OHE-1708-1-
027-035 AND
OHE-1732-1-
028-035

PROPERTY LOCATION AND ACCESS

The Protected Property consists of the two aforementioned full tax parcels, totaling approximately 394.85 acres of undeveloped, natural open space located in Wasatch County adjacent to privately owned land including further acreageowned by Red Ledges Community Association Inc., developed with a vision to share the serene beauty of the surrounding landscape for generations to come. As of the writing of this report all tax parcel identifications are correct and can be located in the Wasatch County Tax Parcel Lookup map. Access to the Property is via a privately accessible road located off of East Lake Creek Road.

OWNERSHIP

The property is owned by Red Ledges Community Association Inc.

STEWARDHSIP AND MANAGEMENT

Stewardship of the land is achieved through ongoing monitoring of the lands features and conservation values tracking the trajectory and therefore the health of the conservation values protected by the landowner, Red Ledges Community Association Inc. Management of the property is carried out by the Conservation Easement and the management of the Property by the owner. The Grantee (Utah Open Lands Conservation Association) monitors the Property on a regular and necessary schedule to assess the protections of the land and ultimately to ensure enforcement of the terms of the Conservation Easement.

PROPERTY BOUNDARY

A formal survey of the Property boundaries was completed to determine physical boundary lines in conjunction with the sale of the subject property.

DESCRIPTION OF PROPERTY AND CURRENT USES

The Protected Property consists of approximately 394.85 acres of natural, open space and wildlife habitat and includes publicly accessible recreational use in the form of hiking, equestrian and biking trails . Protected, the Property limits the threat of the encroaching development potential often raised as a concern in the Heber Valley area. Additionally, the Property can be seen from several vantage points, including from publicly accessible trails in the Wasatch Mountain area. This Property's scenic relief provides respite from ongoing expansion and growth and protects refuge for several sensitive species as well as other wildlife. The trails running across the main parcel also enable access to recreational activities such as hiking, biking and equestrian, and act as extensions of certain trails already found in the encompassing area. Motorized Vehicles are prohibited except for use associated with permitted uses of the Conservation Easement.

CONSERVATION VALUES SUMMARY

The conservation values identified on the Property include conservation interests that range from sensitive species wildlife habitat to recreational use to scenic value. The specific enumeration of the Conservation Values as a defined term can be found in the Conservation Easement document.

CONSERVATION VALUES

CONSERVATION VALUE – NATURAL HABITAT: ECOSYSTEM

Utah Open Lands has identified the following natural community, Wasatch and Uinta Mountains (Ecoregion 19), which bolsters conservation values in accordance with §170(h)(4)(A)(ii) of Title 26 of the United States Code (the "Internal Revenue Code") and accompanying Treasury Regulations. This ecoregion is distinguished by elevations ranging from 5,000 to upwards of 11,000 feet covering high area landscapes from glaciated mountains and dissected plateaus to foothills and valleys located in the lower regions. Agricultural valleys tend to occur in the eastern portion of theWasatch Range. In addition to the presence of steep, rugged terrain, streams drain from the Uinta Mountains in alpine meadows and a variety of plant communities, including but not limited to subalpine and Douglas-fir forests, aspen groves, juniper-pinyon woodland and mountain mahogany-oak scrub, can be found. According to the United States Geological Survey (USGS) his ecoregion is often used for logging, recreation, residential building and grazing, particularly in the summer months.

Mountain Valleys (Ecoregion 19g)

(USGS, 2020)

The Mountain Valleys, unforested in nature, is an ecoregion comprised of terraces, flood plains, alluvial fans and hills. It allows for the productivity of agricultural land use in Utah particularly through irrigated cropland, irrigated pastureland and rangeland. Frequently, turkey farms, feedlots and dairy operations, as observed in Heber, occur locally. The land often, as with this specific Property, contrasts with the neighboring high plateaus and mountains. Often the vegetation found in this natural ecosystem consists of Great Basin sagebrush and is distinct from the vegetation found in the nearby Semiarid Foothills. From looking at the surrounding land use of the protected Property, and the reported 2.6% of the population working in agriculture, forestry, fishing and hunting (double the average of the United States as a whole), it is evident that this Property is in keeping with the cultural, historic and community values of Heber City.

Semiarid Foothills (Ecoregion 19f)

(United States Environmental Protection Agency, Ecoregions of Utah)

The Semiarid Foothills ecoregion ranges in elevation from about 5,000 to 8,000 feet. Widely spaced Juniper and Pinyon typically occur in a matrix of sagebrush, grama grass, mountain mahogany and Gambel oak. Maple-oak scrub is common in the north but, southward, it is gradually replaced by pinyon-juniper woodland at lower elevations and ponderosa pine at upper elevations. Overall, the vegetation is distinct from that of ecoregion 19g (Mountain Valleys), which is lower and drier, and ecoregions 19d (Wasatch Montane Zone) and 19e (High Plateaus) which are higher and wetter. Livestock grazing is common. Some rangeland has been cleared of trees and reseeded to grasses.



CONSERVATION VALUE – NATURAL HABITAT: SENSITIVE SPECIES AND WILDLIFE

There are two types of natural habitat identified on the Property: sensitive species and wildlife. The two are distinguished by data provided by the same agency as separate datasets and defined by different levels of concern. The GIS data for the sensitive species habitat was sourced from Utah DWR under their listed data layer for Utah Threatened, Endangered, and Sensitive Species Occurrences. According to the Utah DWR, many of the habitats included in the data layers were created and/or confirmed by field biologists. Therefore, in this Baseline Documentation, referenced habitat maps demonstrate a high likelihood of individual species inhabiting this particular property. Threatened, Endangered and Sensitive species may be represented as on the Property, but it is important to note the scale of the data layer used, 1:24,000 (implying 1 unit on the map is represented by 24,000 units on the ground) is large, and therefore species may occur in the immediate surrounding areas rather than be located within the Property boundaries themselves.

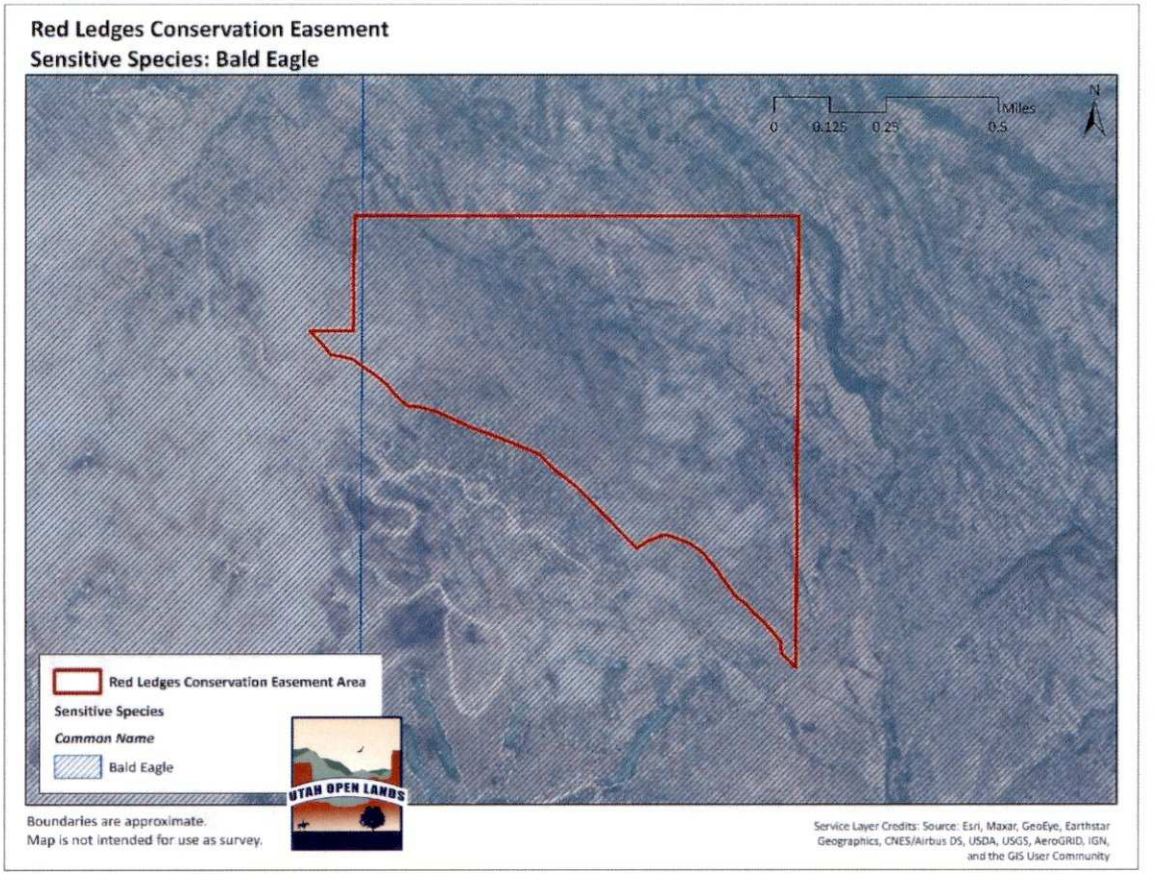
GIS data used for the determination of wildlife habitat was downloaded from Utah Automated Geographic Reference Center (AGRC) and is also stewarded by the Utah Division of Wildlife Resources (DWR). For specific sightings, observation event data from iNaturalist may be exported.

The Conservation Easement is a promise to protect these existing habitats in a manner which has been done so historically and has resulted in a protected refuge for some extremely rare animals.



BALD EAGLE





NAME Bald Eagle
Haliaeetus leucocephalus

REGION Alaska, Canada, coastal United States and portions of the northern U.S. Talltrees near bodies of water where waterfowl prey is available.

NUTRITION Waterfowl, rabbit, deer and carrion

THREATS Human activity and development

FACTS Less than ten nesting pairs of Bald Eagles were known in UT in 2005. This bird does not breed until it has normally reached 5-6 years in age and may not breed every year. Nests are typically 5-6 feet in diameter but can reach up to 12 feet. Two eggs are normally laid, incubation duties are shared by both parents andthe eggs hatch after approximately 5 weeks. It is not rare for the second young to die before being able to fledge the nest. Flight occurs at 10-12 weeks old. During non-breeding season, this bird is relatively social and will roost
communally.

FERRUGINOUS HAWK





NAME — Ferruginous Hawk
Buteo regalis

REGION — Western and central North America, south-central Canada, northern andcentral Utah, New Mexico and Mexico

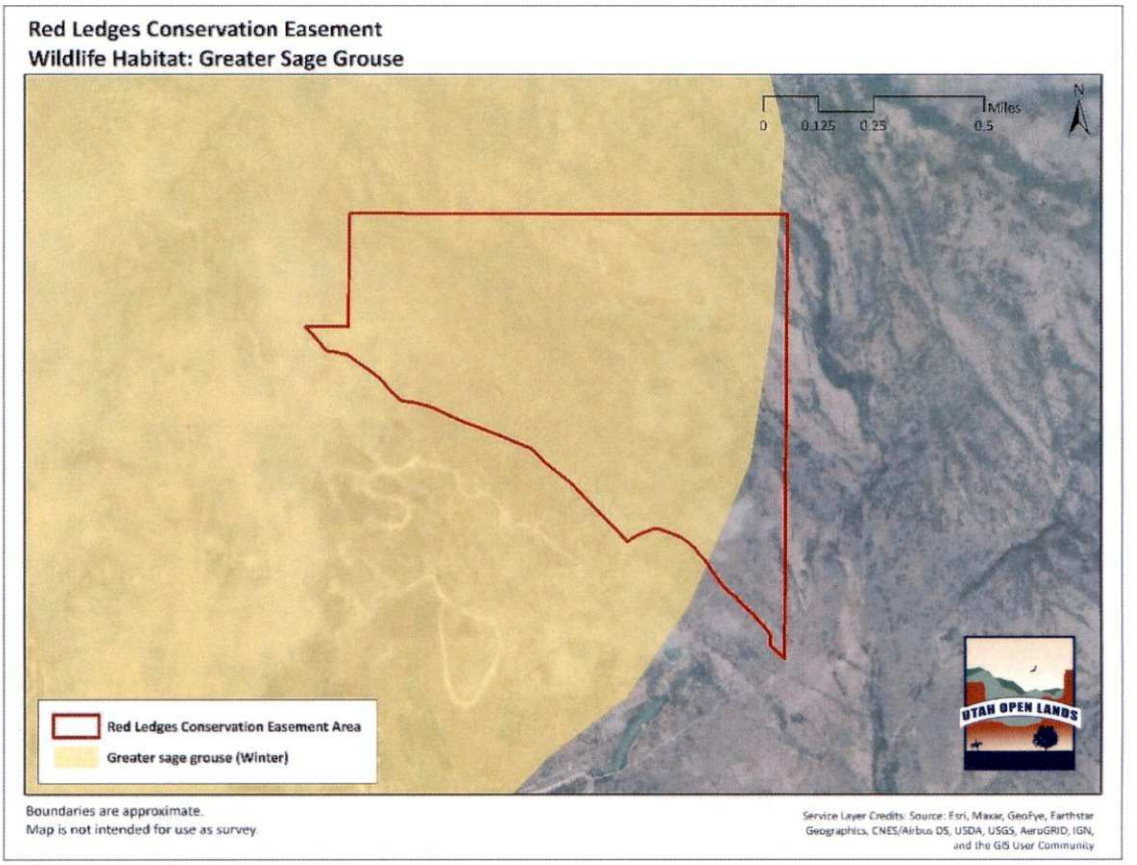
NUTRITION — Small mammals such as lagomorphs, squirrels, pocket gophers and prairiedogs

THREATS — Human disturbance and loss of native grassland

FACTS — Nesting normally starts between March and April which can happen in a variety of environments including trees and shrubs, cliffs, utility structures, abandoned buildings, haystacks and ground outcrops. Nests can exceed 1.5 meters in diameter. Fall migration typically occurs from August to early October.

GREATER SAGE GROUSE



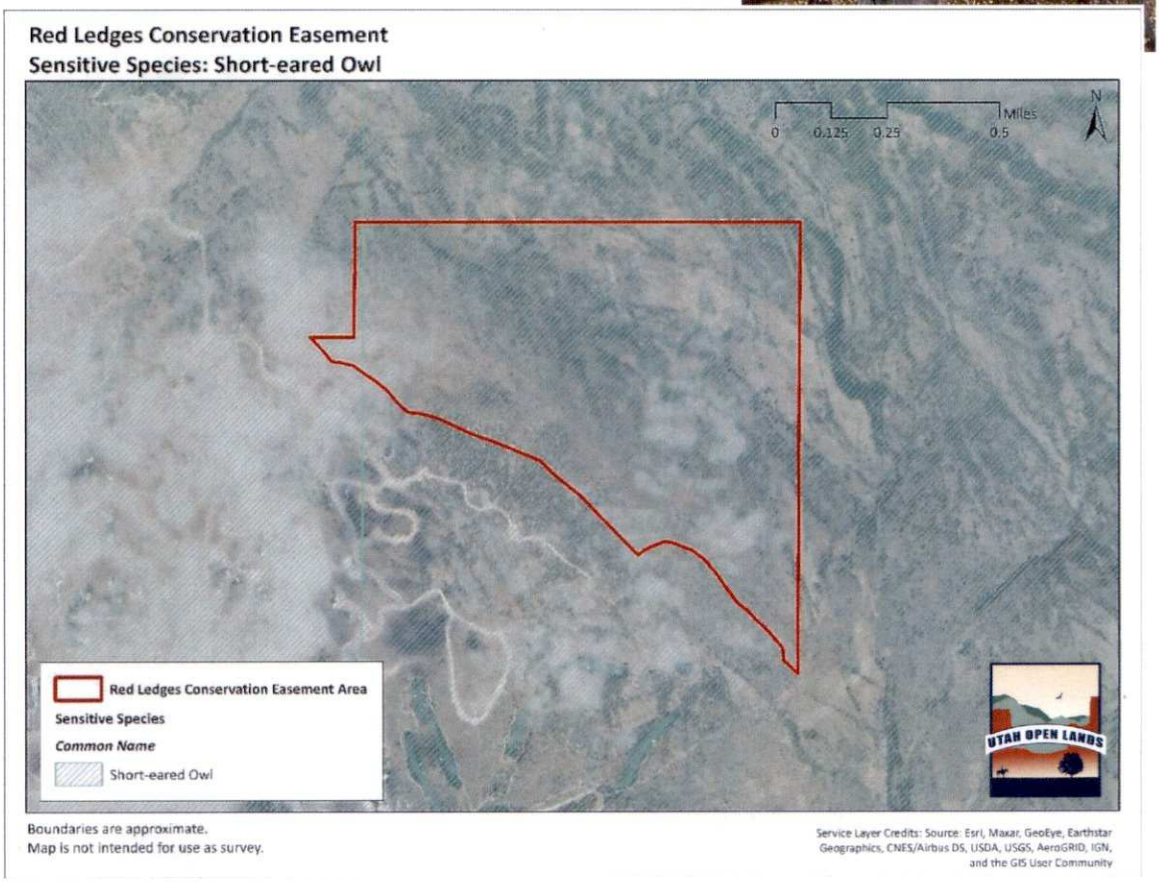


NAME	Greater Sage-grouse* *Centrocercus urophasianus*
REGION	Sagebrush plains, foothills and mountain valleys. Optimal habitat consists ofgrasses and forbs associated with wet meadow areas.
NUTRITION	Sagebrush leaves and fruits, clover leaves and flowers, dandelions, grasses andinsects
THREATS	Sagebrush eradication, intensive livestock grazing and cropland conversion
FACTS	Males reach up to 30 inches in length and 7 pounds in weight. Females average 20 inches in length and 3 pounds in weight. Greyish-brown colorings and dark bellies along with long pointed tail feathers distinguish the birds. Males also feature yellow air sacs on the sides of their necks. Male strutting occurs during March and April, followed by nesting. Females lay 5-9 eggs that hatch afterabout 25 days of incubation.

*This property provides habitat for the Greater Sage-grouse which has been spotted on the nearby Henefer Divide Property

SHORT-EARED OWL





NAME — Short-eared Owl
Asio flammeus

REGION — Grasslands, shrublands and other open space

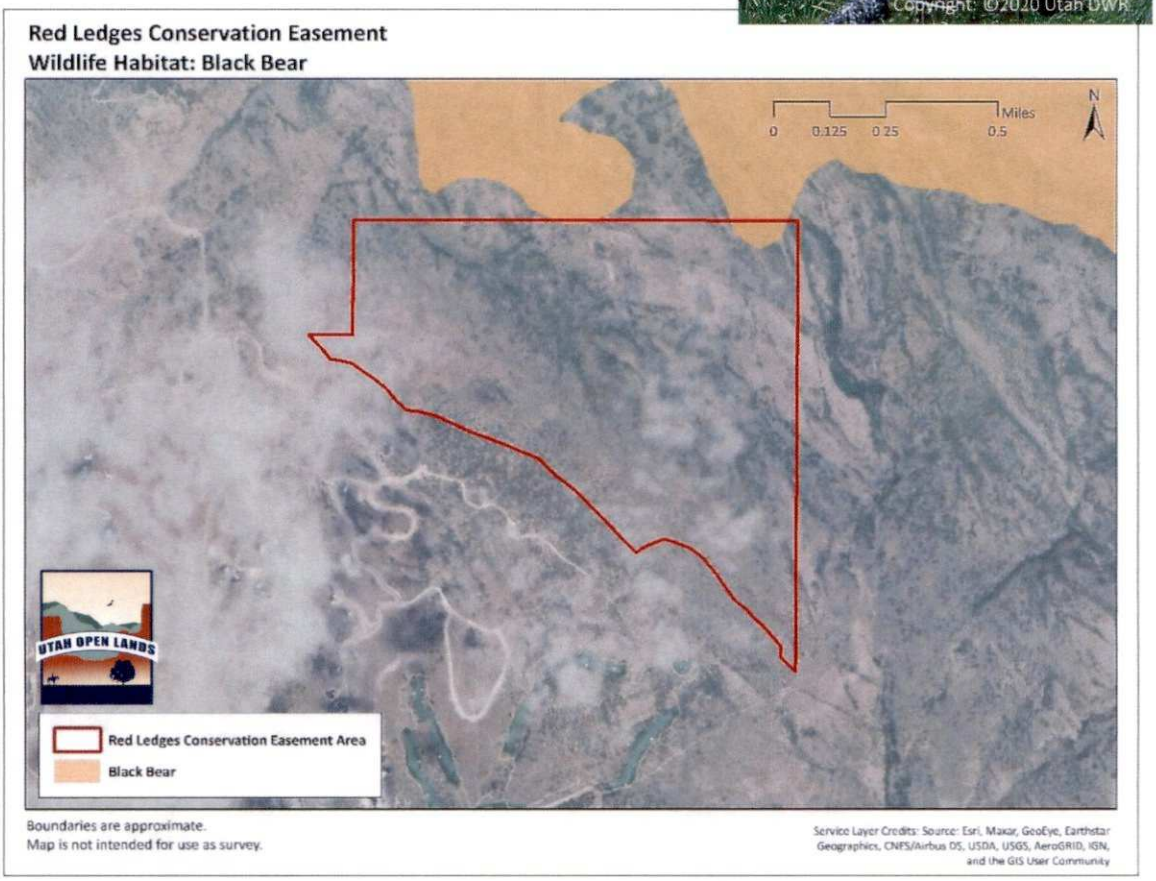
NUTRITION — Rodents

THREATS — Uncommon breeding

FACTS — This medium-size owl frequently flies during daylight hours, particularly at both dusk and dawn. Its nomadic behavior promotes different breeding sites annually. Females excavate small depressions on the ground for nesting which begins in April. Between 4-8 eggs are normally laid and are incubated for 24028 days. Males bring food to the nest, but females feed the young. Fledging occurs between 12-22 days. In Winter, some birds will migrate as far as southern Mexico, although some do not migrate at all.

BLACK BEAR

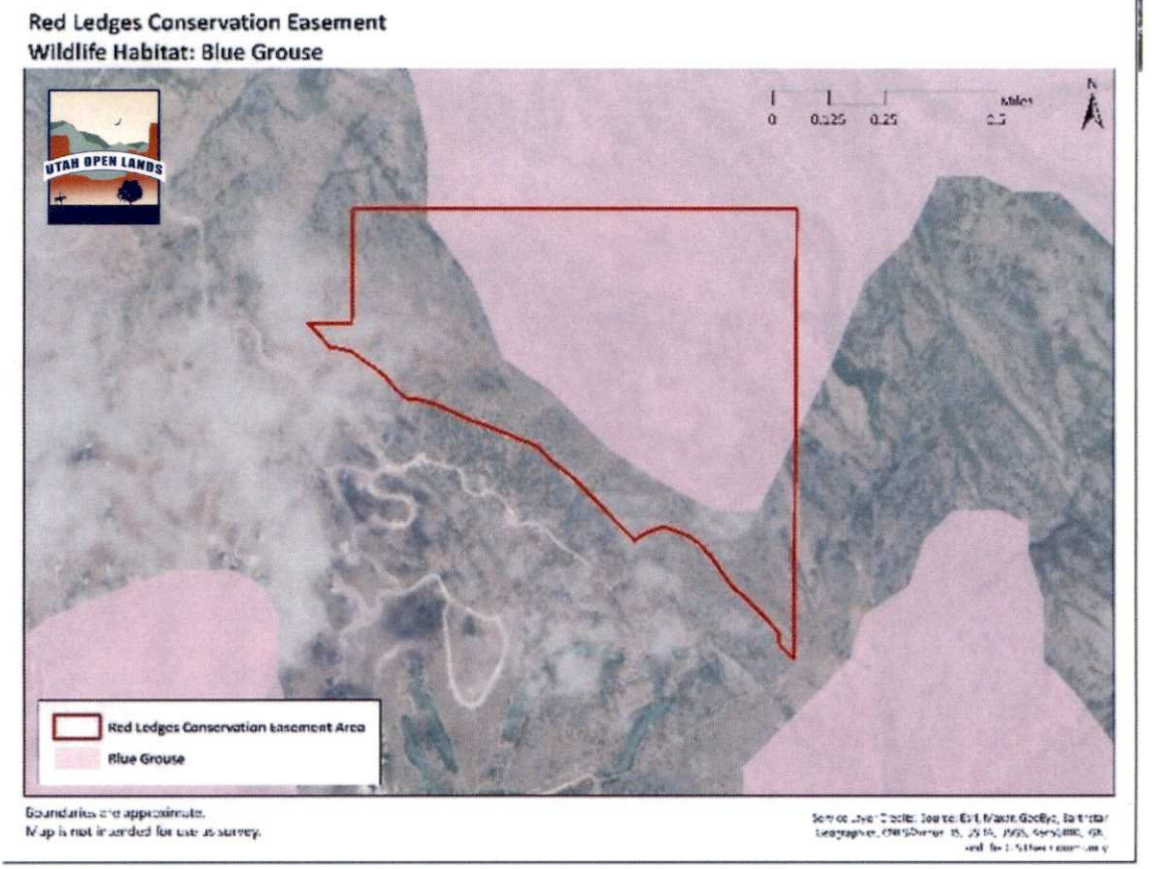




NAME	Black Bear *Ursus americanus*
REGION	Most of Canada, many areas of the United States and northern Mexico.Commonly found in Utah as the only species of bear in the state.
NUTRITION	Fruits, insects, grubs, some small vertebrates and carrion
THREATS	Drought, starvation, parasites, fires and other bears
FACTS	Despite its name, the Black Bear can vary in color from reddish, to light brown, to black. This species Is nocturnal and usually dormant in winter. Breeding occurs in July and young are born in either January or February, normally in pairs. The young stay with their mother until their second fall.

BLUE GROUSE

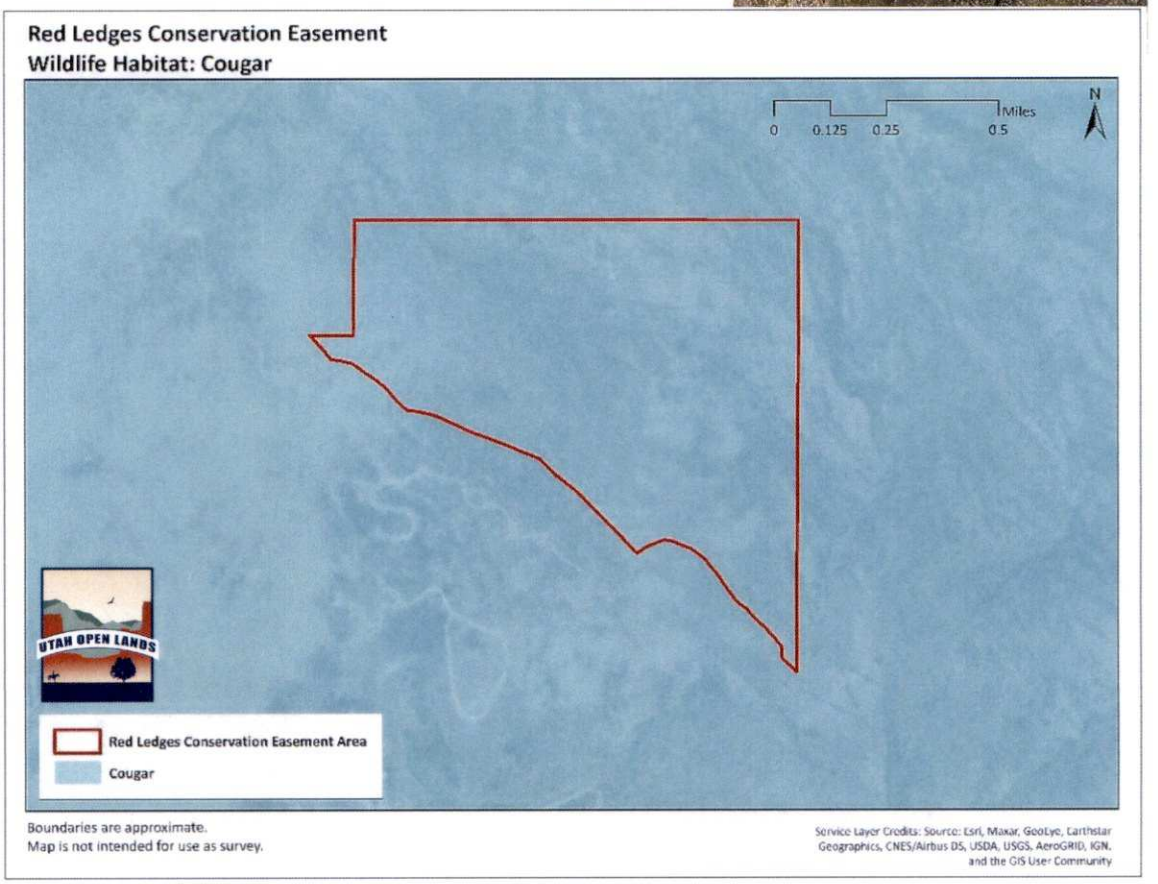




NAME	Blue Grouse *Dendragapus obscurus*
REGION	Mountainous regions. Open stands of conifer or aspen with understory ofbrush, dense fir trees at higher elevations.
NUTRITION	Green vegetation, seeds, buds, berries and insects
THREATS	Loss of seasonal weather patterns
FACTS	Males measure 3 inches longer than females, 21 inches, and weigh up to 3.5 pounds. Both males and females exhibit mottled brown coloring on wings with bluish-grey underparts and blackish-grey above. In mating season, males develop orange comb over the eye and reddish-purple air sacs on the sides of the neck. Mating occurs in April and nesting follows in May through June. The female lays 7-10 eggs which are incubated for approximately 24 days.

COUGAR/MOUNTAIN LION

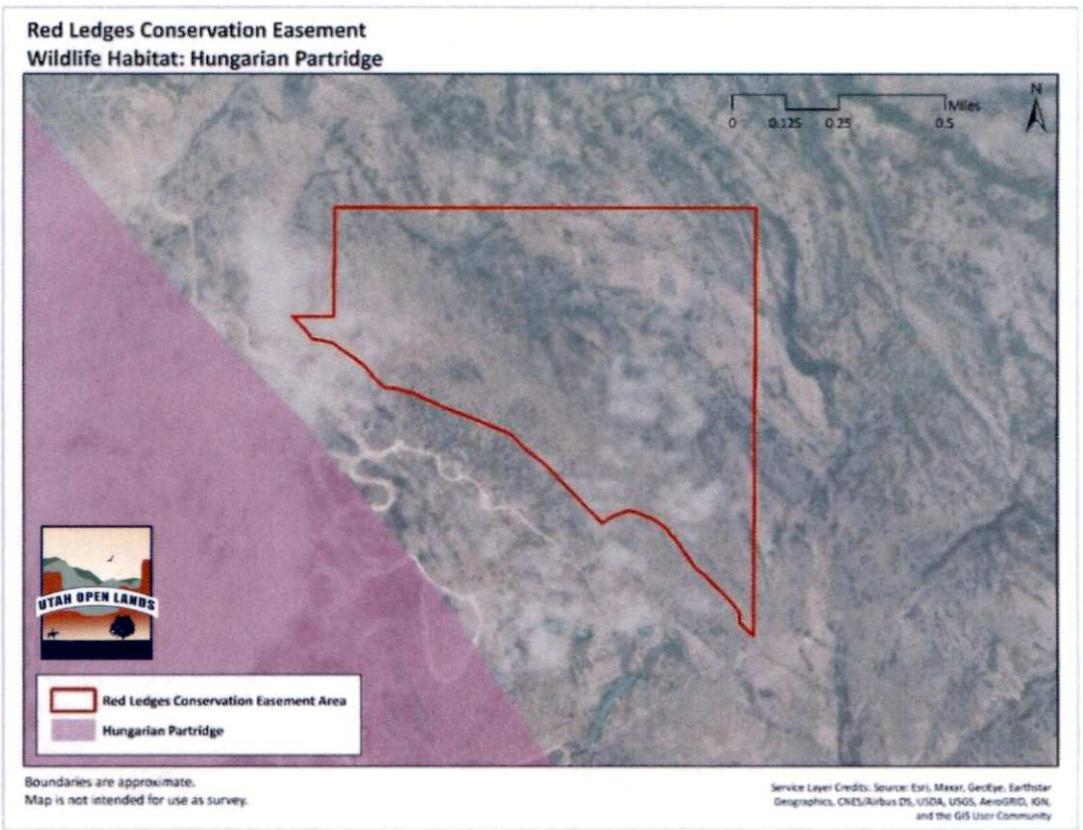




NAME	Cougar or Mountain Lion *Felis Concolor*
REGION	Originally ranged from Canada to southern Chile, and from coast to coast in North and South America. Restricted now to mountainous areas in the west.
NUTRITION	Deer, rabbits, rodents and other animals
THREATS	Hunted on a limited and closely monitored basis in Utah
FACTS	Rarely seen due to secretive nature. Active year-round, during both day and night. Most activity occurs at dawn and at dusk. Females may produce one litter consisting of 1-6 kittens every two years.

HUNGARIAN PARTRIDGE

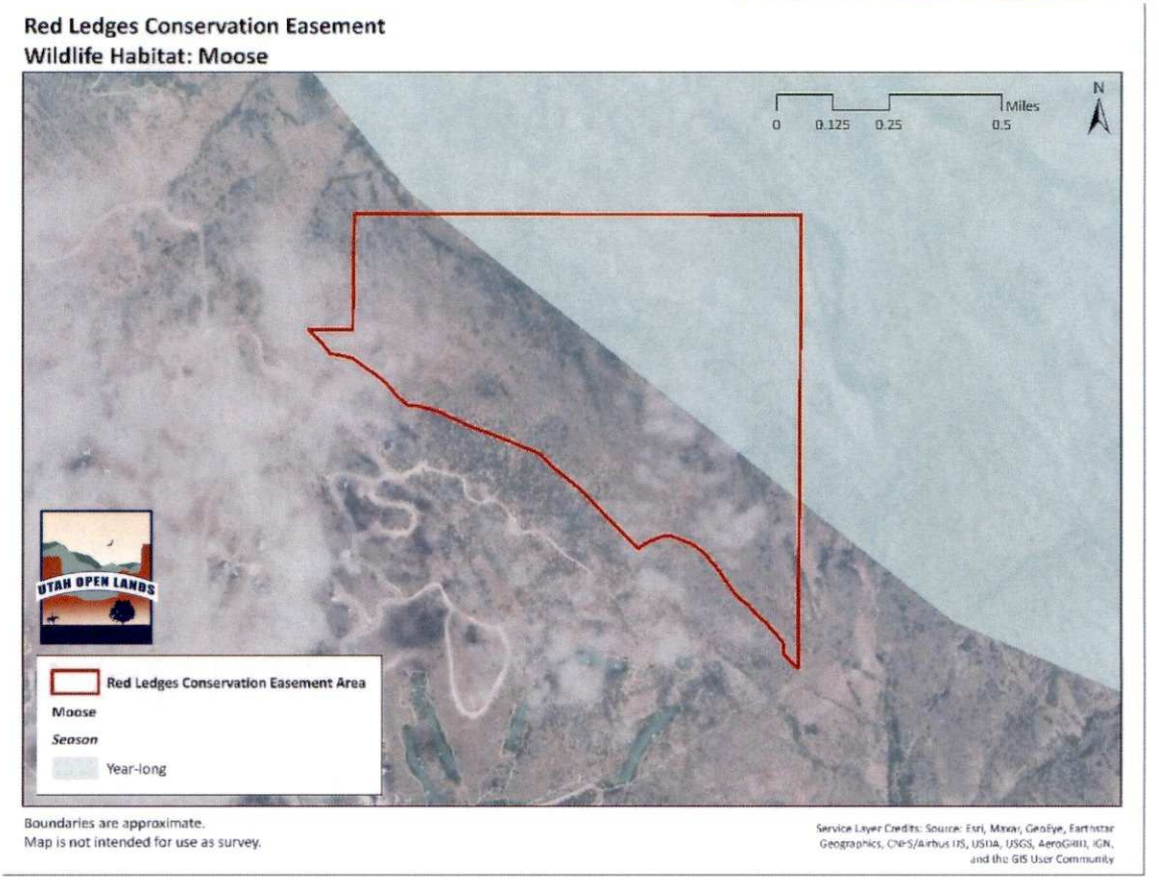




NAME	zHungarian Partridge *Perdix perdix*
REGION	Grassland, mixed sage and grass and open rangeland often adjacent tocultivated lands
NUTRITION	Waste grain, weed and grass seeds, green vegetation and insects
THREATS	Small area of suitable range limits this bird's establishment potential inUtah
FACTS	Birds range from 12-14 inches long including a tail measuring 3.5 inches. Average weight is 12-13 ounces. Birds exhibit varying shades of grey in color with males having a more prominent chest-nut-colored horseshoe marking on their chests. Pairing begins in February and nesting occurs after mid-April. Species is a ground-nesting bird with an incubation duration of approximately 24 days. Males do not assist in incubation but do assist in care of young.

MOOSE





NAME — Moose
Alces alces

REGION — Alaska, Canada, parts of Eurasia and northeastern, midwestern and western United States. In Utah, Moose are found in northern and northeastern mountain regions. Mixed forests near lakes and wetlands arepreferred.

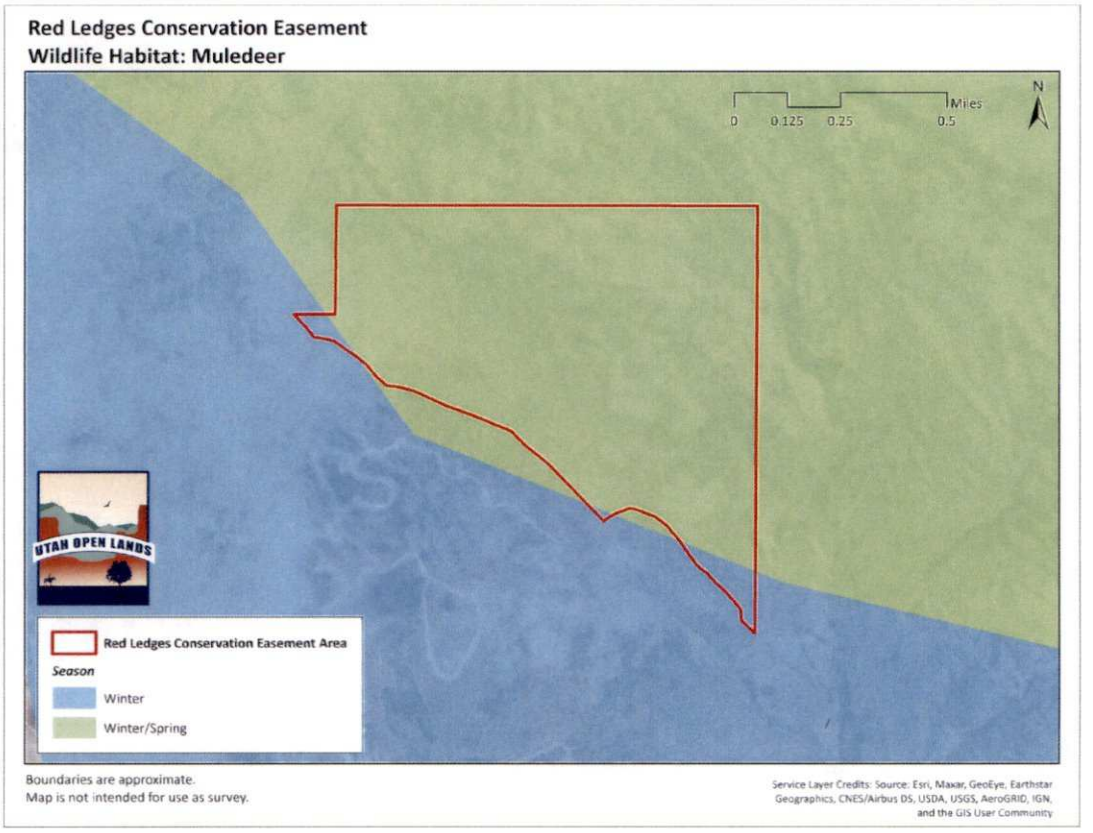
NUTRITION — Aquatic vegetation, new woody growth, bark and twigs from deciduoustrees

THREATS — Human disturbance

FACTS — Moose usually occur in singly or small groups and will sometimes make short migrations between summer and winter habitats. Moose breed in late summer to early fall, typically giving birth to one calf in late spring.This species is herbivorous in nature and most active near dawn and dusk.

MULEDEER

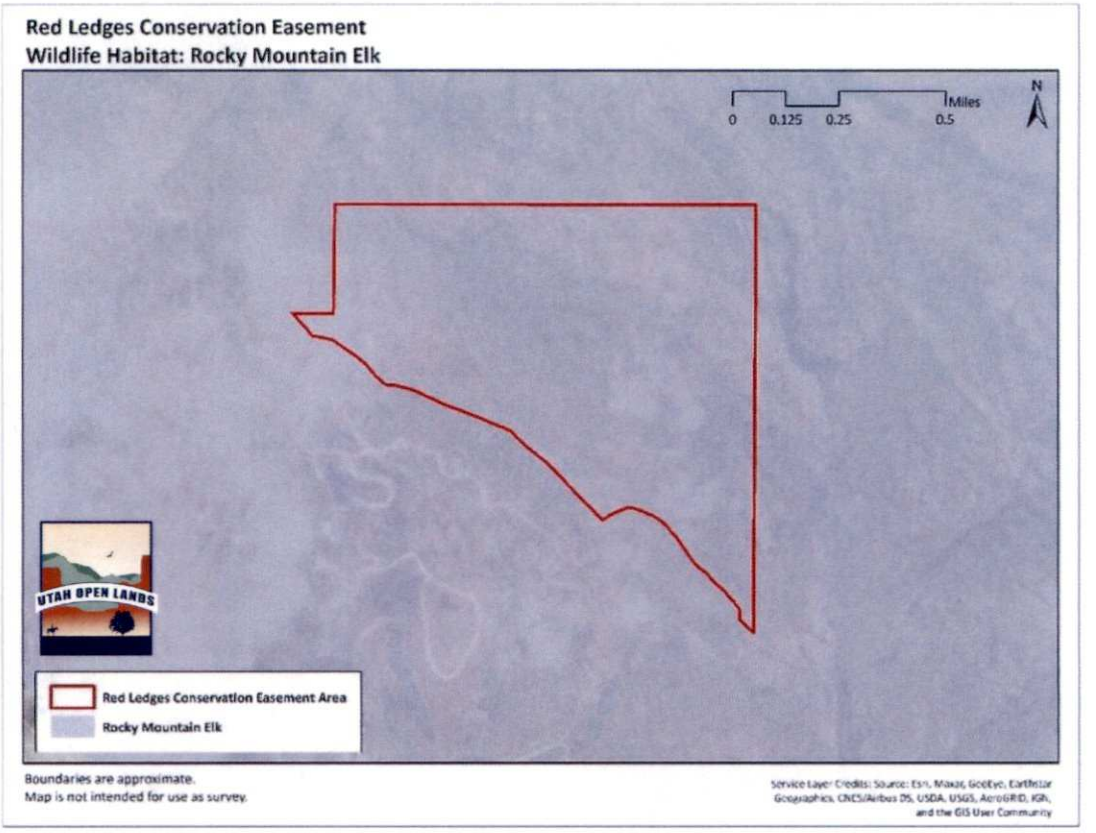




NAME	Muledeer *Odocoileus hemionus*
REGION	Open deserts to high mountains to urban areas
NUTRITION	Shrubs and other woody material, in addition to grasses
THREATS	Habitat loss, especially the loss of lower elevation winter range, isdevastating to this species.
FACTS	Mule deer often migrate from high mountainous regions in summer to lower elevations in winter in order to avoid deep snow. Mating occurs in late fall whereby females may produce a litter of 1-2 fawns in late spring- early summer. The species is active year-round, mainly at dawn and dusk.

ROCKY MOUNTAIN ELK

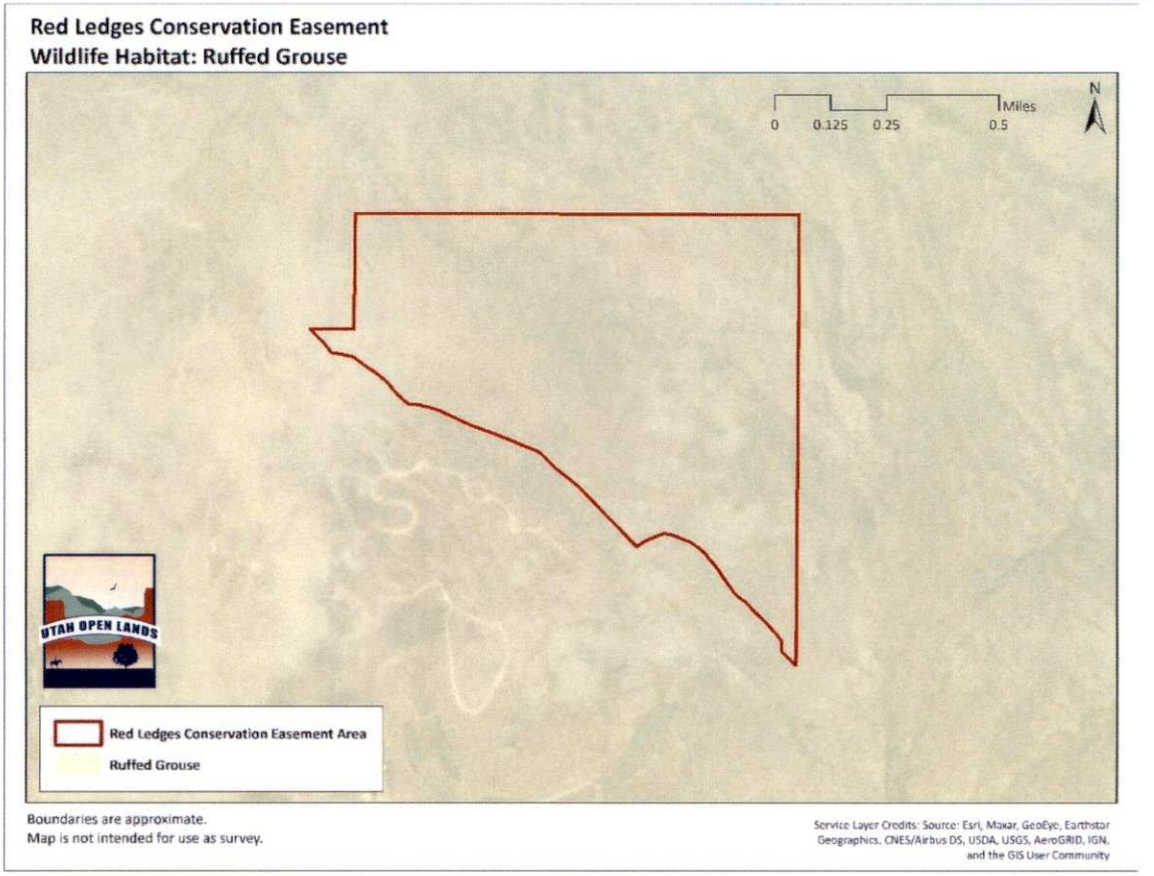




NAME	Rocky Mountain Elk *Cervus canadensis*
REGION	North America, specifically the mountainous region of Utah, eastern Asia. This species was introduced to South America
NUTRITION	Grasses, forbs, woody plants and mushrooms
THREATS	Loss of winter range, development andagricultural practices
FACTS	Rocky Mountain Elk move their way from mountain meadows in summer months to thefoothills and valleys in winter. Seasonal changes In elevation enable this species to forage for food year-round and avoid deep snowpack. Most activity occurs at dusk and dawn, although elk are active during both the night and day. Breeding occurs in fall when one male elk protects harems of females. Bugles warn other males to stay away.Females normally give birth to one elk in the spring.

RUFFED GROUSE

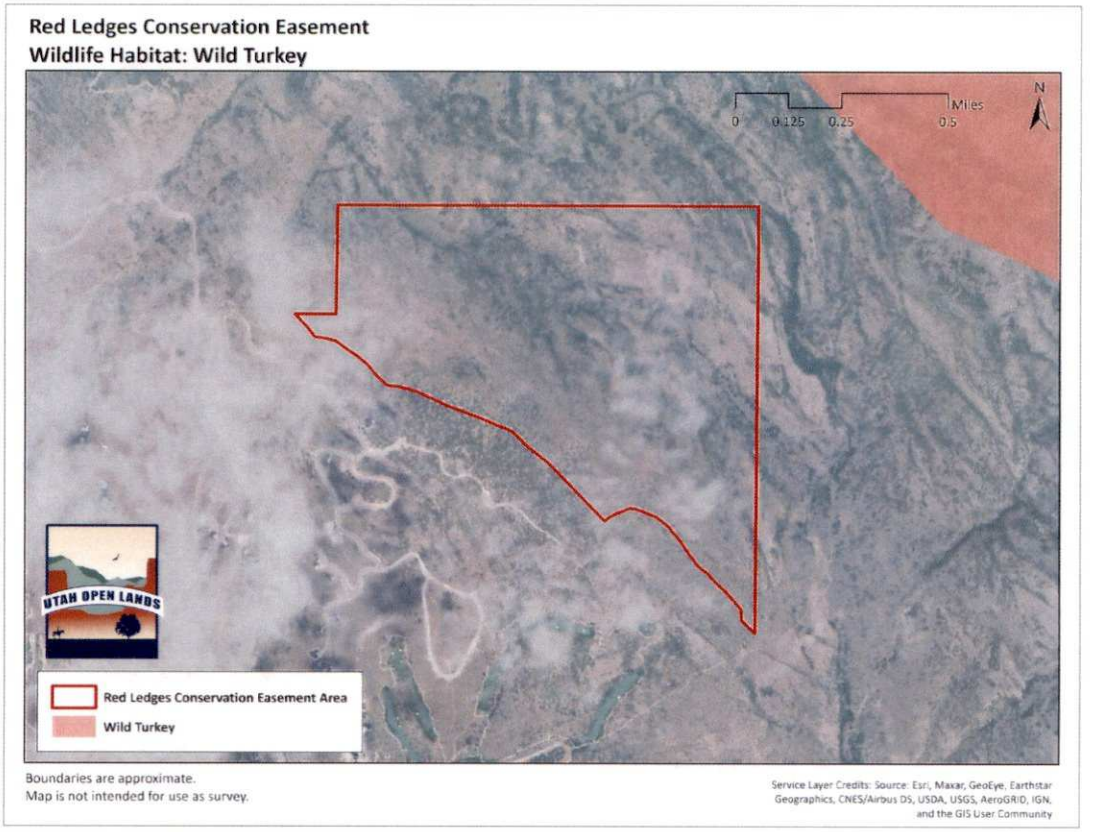




NAME	Ruffed Grouse *Bonasa Umbellus*
REGION	Bushy woodland areas adjacent to streams and springs. Thickets of deciduousshrubs and trees with Conifer presence is desirable.
NUTRITION	Deciduous buds, fruits, seeds, green vegetation and insects
THREATS	Good populations are limited to the northern Wasatch Range.
FACTS	Birds reach up to 16-19 inches in length, weigh between 16-28 ounces and nesting occurs in April-June. Nests are shallow located at bases of trees and shrubs. Between 9-14 eggs are laid, taking 23 -24 days to incubate. Both males and females exhibit dark ruffs of feathers on the sides of necks, upper parts greyish-brown and black in color. Tails are grey with broad sub-terminal bands.

WILD TURKEY





NAME — Wild Turkey
Meleagris gallapavo

REGION — Utah, south-central plains states and northeastern Mexico. Prefers riverbottoms, oak-pine and pinyon-juniper forests.

NUTRITION — Insects, pine nuts, juniper berries, acorns, grasses, weed seeds and green,leafy vegetation

THREATS — Habitat loss as a result of poor land management, predators and extendedcold, wet spring periods

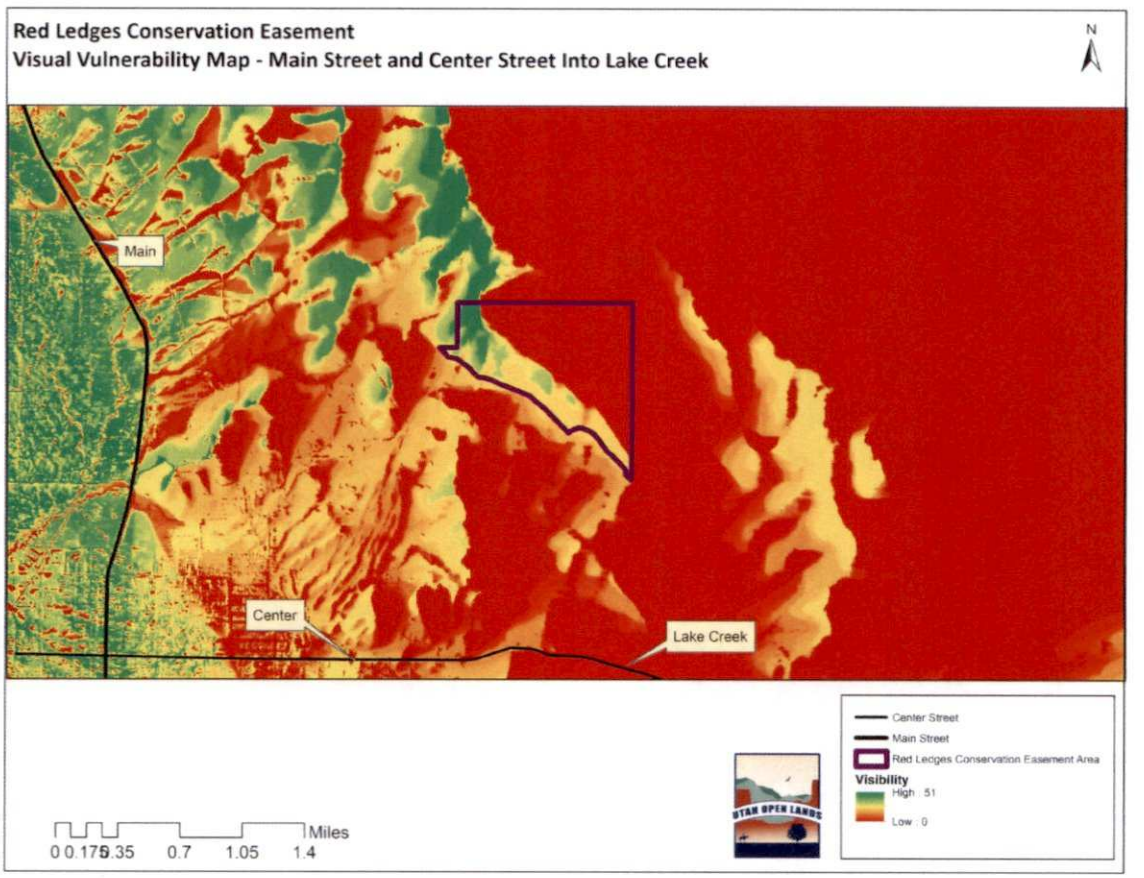
FACTS — Wild Turkey is Utah's largest game bird, weighing anywhere between 8-21 pounds depending on sex. Males are referred to as Jakes while females are called Jennies and chicks are names Poults. Courtships between males and females begins in early spring, where gobbling is used by the male as a tactic to win over females. Hens lay 10-12 eggs over the course of two weeks. The incubation period lasts approximately 26 days.

CONSERVATION VALUE – SCENIC, AESTHETIC OPEN SPACE

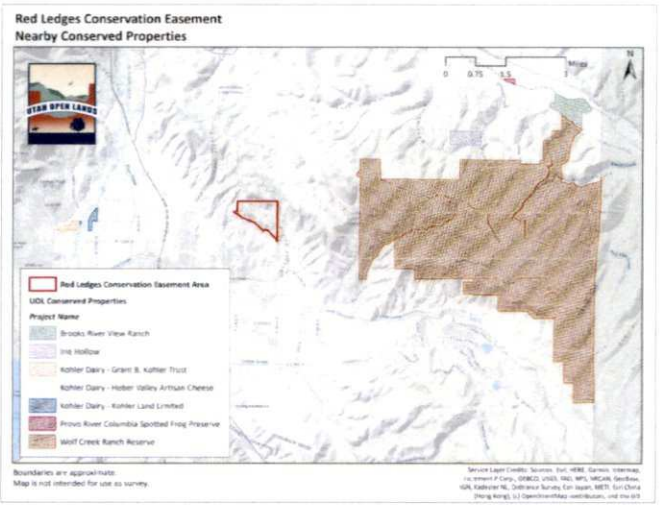
The protected Property serves as scenic relief along East Center Street, East Lake Creek, South 3600 East and as far as Main Street (US-189). Parts of the Property can be observed upon entering the city high street as well as exiting the city via Victory Highway, also known as US-40, providing a viewshed representative of the local character of the community.

This property is one of many other open space gems symbolic of a timeline of conservation efforts in the nearby region; from the most recently acquired Albert Kohler Legacy Farm to properties dating back shortly after Utah Open Lands' inception, such as Wolf Creek Ranch.

The Property can be seen from additionally vantage points beyond the surrounding roads, which can be inferred from Utah Open Lands' visual vulnerability assessment.



NEARBY CONSERVED LANDS



EAST

ALBERT KOHLER LEGACY FARM

Acreage: ~102 acres, consisting of three properties History: The protection of this iconic, family-run heritage farmland began in 2020 when the Kohler family sought a conservation solution for their heirloom property. In Its 4th generation, this farm dates back to the late 1800s, and continues to stand strong today, producing locally hand-craftedcheese form the cows living on the picturesque pastures. Pressure to sell due to rapidly Increasing real estate prices was outpaced by the race of the community to raise funds to save the property in perpetuity, preserving the foundation of the rural quality of life that defines the area's culture.

WEST

PROVO RIVER COLUMBIA SPOTTED FROG PRESERVE

Acreage: 17

History: This Summit County property, protected in 2002, embraces blue-ribbon trout waters and vital habitat for numerous other wildlife species, including the rare Columbia spotted frog.

BROOKS RIVER VIEW RANCH

Acreage: 276

History: This preservation property supports valuable habitat for diverse wildlife, plants and riparian systems of wetland, wet meadows, standing water and mountain shrub communities threatened by competing land use. In 2011, a particularly precious portion of the Provo River riparian area that supports popular fishing and the natural ecosystem, was protected by Utah Open Lands.

WOLF CREEK RANCH PRESERVE

Acreage: 13,064

History: Over the course of 1998-2003, Utah Open Lands signed a conservation easement on this historic working ranchland in Heber Valley. This area, critical to birthing grounds and pristine habitat for elk, deer, and other wildlife, was protected in perpetuity for not only Its wildlife habitat, but also its riparian streams and meadows, sagebrush steppe and mixed-aspen conifer forests.

IRIE HOLLOW

Acreage: 164 acres

History: In 2019, Utah Open Lands received this property that provides critical sage-grouse winter range habitat as a complete donation. The picturesque, keystone aspen stands result in additional protected habitat for black bear, moose, elk and countless other species, and is an indicator of the ecological integrity and biodiversity of the property.

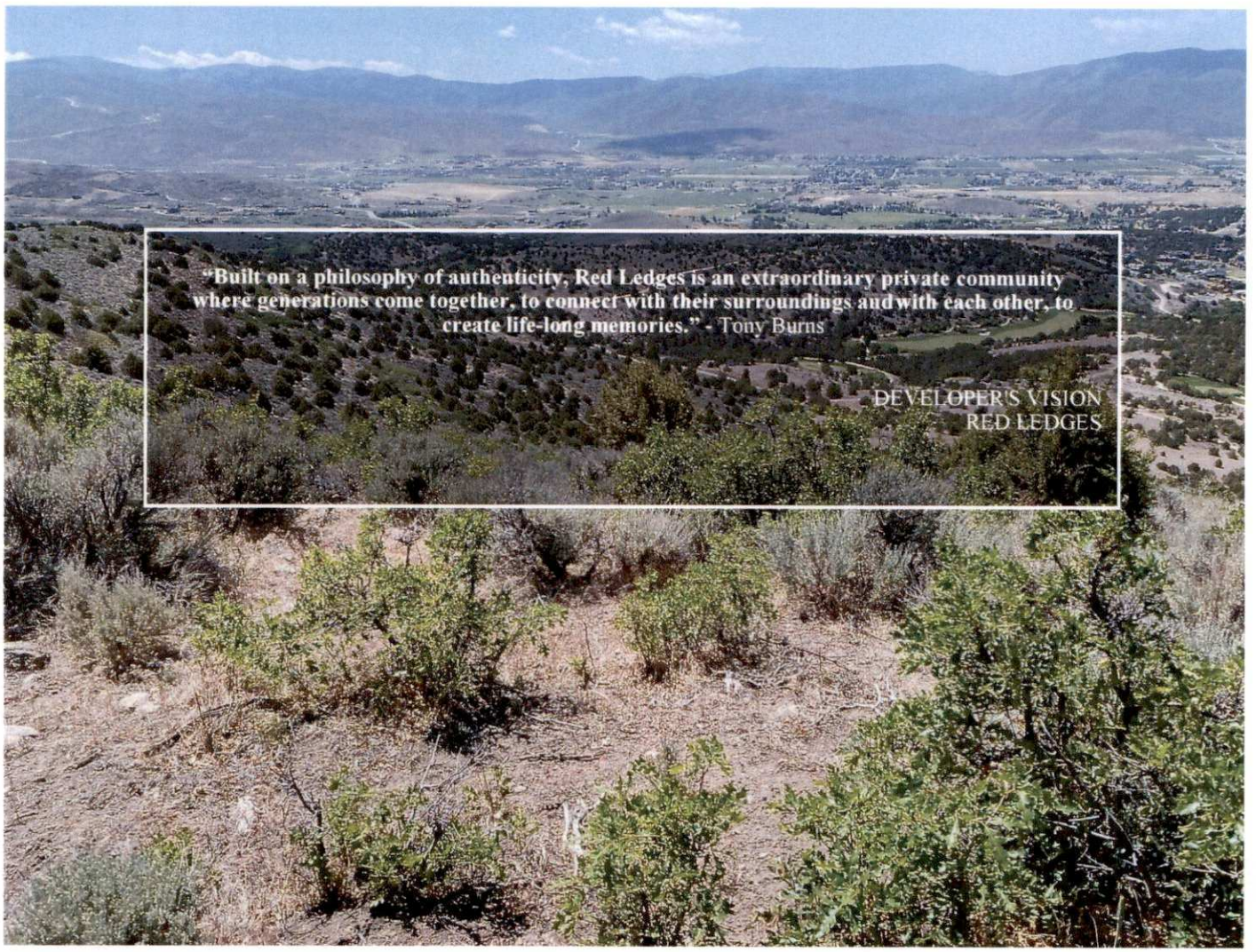
CONSERVATION VALUE – PUBLIC RECREATION

Recreational opportunity attracts a substantial number of visitors generating worth in terms of Heber's tourism economy. Searches performed on web engines indicate a high correlation between recreation and visitor draw with six out of ten of the "Top Attractions" listed for Heber, UT on TripAdvisor.com being related to recreation, the majority of which is outdoors, categorized as; State Parks, Scenic, Forests and Tours.

The Property not only fulfils the value of recreation with its existing and proposed trails, but also integrates the chance to learn about wildlife habitat and pollinator species by providing an outdoor space of undisturbed, natural land.

The community's sense of identity continues to be further conveyed by likeminded, conservation-driven landowners and Heber continues to thrive in building its economic value and strength through the preservation of open space and its willingness to preserve its heritage by way of projects such as this one.

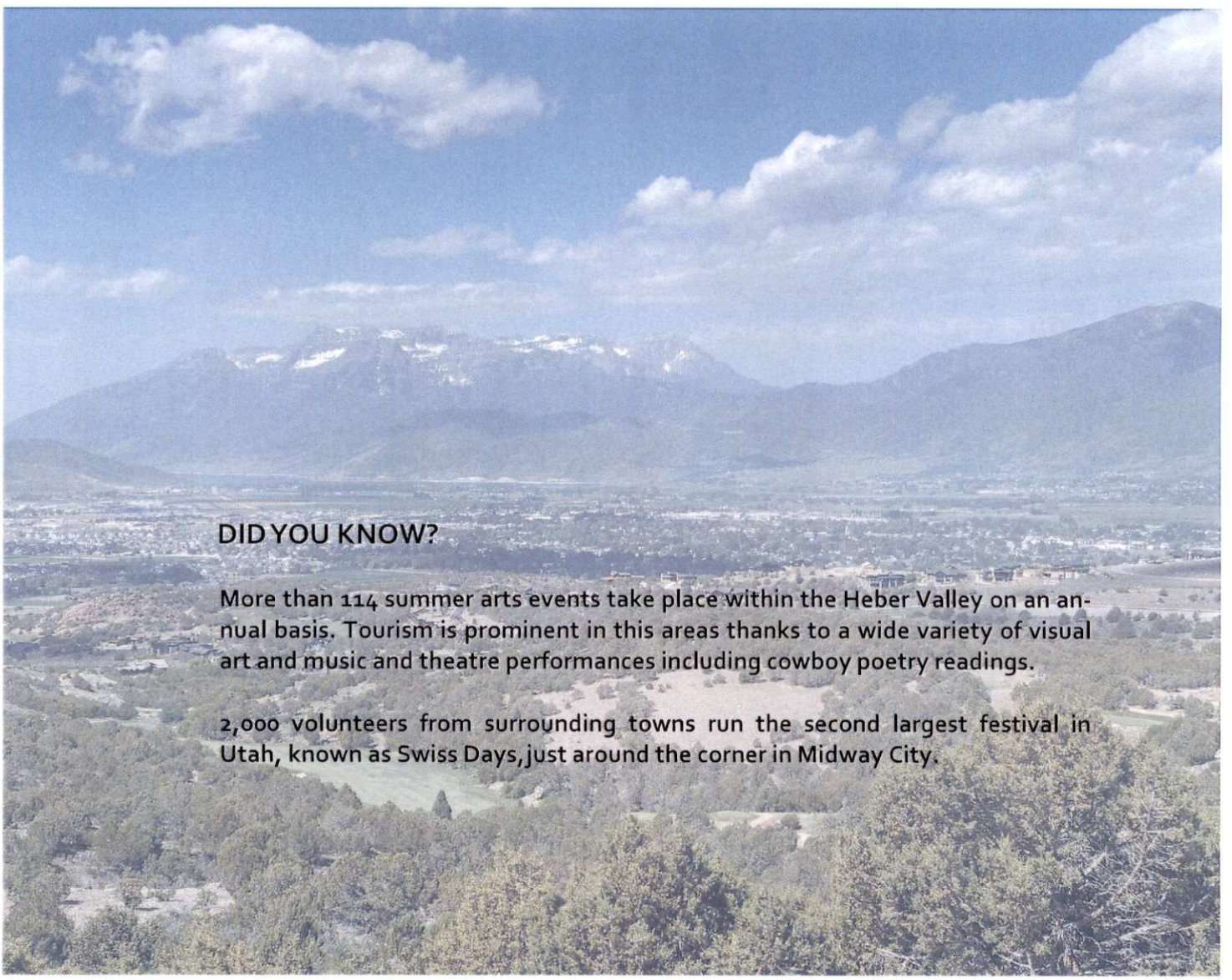
All of these factors fit together to help in achieving the individual goals and overall vision of Heber Valley as a whole.



CULTURE & HISTORY OF THE LAND

Heber Valley is in close proximity to world-renowned ski resorts Deer Valley and Sundance, boasts three state parks, is remembered as the 2002 Olympic venue and is home to its very own historic railway. The Heber Valley was originally discovered by Native Americans; the most recent being Timpanogos Utes. Primarily a hunting ground, the area supplied ample materials for hunting tool manufacturing. Members of a fur- trapping brigade were the first to visit the nearby Midway area in 1824, with settlers arriving 25 years later after the establishment and completion of a wagon road. In 1857, workers from a sawmill in Big Cottonwood Canyon hiked the summit of the Wasatch Range to investigate what they had referred to as "paradise land," and explore the area for potential resettlement shortly thereafter.

A pioneer party followed in 1859, camping one-mile north of what is now Heber City, christening it with the name, "London." The land was surveyed later that year and the county of Wasatch was created just three years after. Homes and community buildings were constructed throughout the region with native Red Sandstone and by 1899, having become an incorporated township ten years' prior, the Rio Grande Western Railroad completed its connection from Provo to Heber City.



CONSERVATION VALUE HEALTH

Management of the land is a balance of use and enjoyment that fosters a broader understanding of the natural systems on the Protected property. It is always anticipated that any human engagement on the land will leave footsteps, but careful management will protect the ecological values.

BEST MANAGEMENT PRACTICES



While maintenance of the Property is necessary to keep it clean, attractive, and safe,some maintenance decisions could also degrade conservation values of the Property. For example, unchecked chemical control of non-native and/or invasive weeds could kill desirable plants. Conversely, inappropriately relaxed monitoring and enforcement of necessary restrictions may result in unsafe and unsightly conditions.

INVASIVE SPECIES AND CONTROL



Constant vigilance and management will encourage a diversity of healthy native plant and animal species through the management of non-native and/or invasive species. Management of vanguard individual non-native and/or invasive plants may be necessary to prevent establishment and spread of certain plant populations on the Property and as a result, the ecological integrity of the natural area will be kept intact.

HABITAT COMMUNITY



Through the Property's continued ecological functioning, energy flow, nutrient cycling and biodiverse structures will remain protected guarding against the artificial habitat fragmentation that can occur on unprotected landscapes as a consequence, for example, of continued surrounding development. Management decisions and practices will employ methods that consider the ecological integrity of the Property and its conservation values such as the ways in which plants and animals interact to maintain ecological functions. Emphasis should be put on conserving key habitats for wildlife in Utah. From time to time, monitoring assessments by Grantee will include the assessment of the Property in context of the broader landscape and at interplay with the surrounding lands, in addition to the movement of species, ecological signals of stressors and how they may or may not affect the conserved property. Management decisions on surrounding lands should be monitored to guard against activities that would isolate the Property so that natural movements of plants, animals and material are hindered and input with those land managers is encouraged. Protection of connections to nearby natural areas and preservation of water flows will also be valuable. Human aid may additionally be, or become, desirable for some historically natural processes, such as dispersing native plant seeds.



HUMAN-WILDLAND INTERFACE

VEGETATION

The Property fosters a desire for the continued successful interconnectivity and relationships between native species through the recognition of concentric rings of our impact on the natural world and provides a perspective to engage in the conscious balance inherent in nature.

Managing the human/wildland interface involves monitoring conservation values for potential threats. Non-native and/or invasive plant seeds for example, can attach to clothing and can be spread to other areas of the property. Any disturbed ground types can provide an area where some invasive species may thrive and it is recommended to be cognizant of such.

WILDLIFE

In rare instances where diseased animals become a concern, it is recognized in the easement that measures may need to be taken to protect both human populations and animal communities as well. The interplay and movement of species through the landscape provides vital ecosystem services and certain wildlife species that have broad habitat ranges are vital for distributing nutrients throughout habitat regimes. In instances where impacts on the landscape create problem animal situations intervention from state wildlife officials may be considered.



PESTS

Some plants and animals on the Property may be undesirable; however, the designation of an organism as a pest and attempts to control these pests may introduce the potential for harm to the conservation values of the Property. Some organisms may simply be perceived as pests, while actually presenting little or no threat and great benefits (e.g.: ants, bees, etc.). Many wild animals have the potential to present problems for humans (e.g.: wasps, mosquitoes, etc.), but solving these problems does not always require complete local eradication of the wild animals. Chemicals used to control nuisance plants and animals on the Property have the potential to do collateral damage; therefore, physical and mechanical control options are encouraged whenever possible. Before control is attempted, consequences to the conservation values should be carefully considered. In some cases, the use of chemical herbicides and or biological controls (i.e., introducing other organisms) may be required and desirable, but should be considered carefully due to the potential for substantial negative consequences. The Conservation Easement allows the Grantor to control problem or diseased animals.



COMMUNITY DEVELOPMENT

Development of adjacent land poses a threat to the conservation values of the Property. Impacts of nearby development may include introducing disturbances (e.g., noise, lights, and certain domestic animals), changing hydrologic processes (through water use and construction of impervious landcover), increasing the risk of hazardous materials entering the easement Property, and focusing wildlife use on a smaller area.



FIREWISE MANAGEMENT

Historically, fires have played an important role for maintaining healthy ecosystems however, uncontrolled fire on the Property could threaten the preservation of wildlife habitat conditions in addition to the surrounding people who have moved into the area. This is a valid cause for concern due to the volume of the 2020 season wildfires that were categorized as human-instigated (95%). As noted from the Utah Wildfire Dashboard, by the time of the recording of this Baseline Documentation Report, over 1,125 acres of land in the surrounding area had been negatively affected as a consequence of 2020 wildfires; all of but two acres was caused by reason "Human."

VEGETATION: NATIVE PLANT SPECIES



ASTER
(*Aster*)

A herb/forb that is showy in flowers and attracts late seasonbees and other pollinators, ranging in colors from white to pink to blue to purple.



CURL-LEAF MOUNTAIN MAHOGANY
(*Cercocarpus ledifolius*)

This perennial shrub/tree prefers full sun and dry conditions. Soil pH preferences range from neutral to moderately alkaline. It can grow up to 26 feet in height. This semi- evergreen plant has tough leaves and flowers bloom on newwood. It has a taproot underground structure and is used forshade and erosion control. Various insects act as pollinators and it is of least concern in regard to its conservation status.



GAMBLE OAK
(*Quercus gambelii*)

A perennial shrub/tree that prefers full sun to partial shade and dry conditions. The plant can range anywhere between three to 30 feet in height and can spread up to 15 feet. It is deciduous, broad-leafed and fragrant. It is a showy plant, red in color, and blooms in Spring to early Summer. It has both a rhizome and taproot underground structure and is used for windbreak and erosion control. It has naturalizing capabilities.



LONGLEAF PHLOX
(*Phlox longifolia*)

A perennial herb that reaches no taller than 6 inches. Leavesare smooth and grow up to 3 inches in length. Flowers are pink or white, occurring in loose clusters and bloom in May and June. Water requirement is low, sunlight is needed and soil should be dry.



PRICKLY PEAR
(*Opuntia engelmannii*)

A perennial shrub/cactus that can grow up to almost 5 feet in height and possesses joints that are broad, oval and can measure 8-12 inches in length. Flowers are normally about 2 inches in diameter, yellow in color and bloom April through June. It requires low water levels, sunlight and dry soil.



GREAT BASIN (BIG) SAGEBRUSH
(*Artemisia tridentata*)

A perennial shrub that requires full sun and dry conditions. This plant can grow between two to nine feet in height and flowers in late Spring to early Summer. It consists of an underground taproot system and can tolerate poor soil and drought. This plant is fragrant and appears unusual in foliage colors. It attracts bees, birds and butterflies.



(GIANT RED) INDIAN PAINTBRUSH
(*Castilleja miniata*)

A perennial subshrub, also known as Meadow Paintbrush, that blooms red flowers March through June. This plant provides special value to native bees and grows 1-3 feet in height, doing well in sunny conditions with highly moist soil content.



JUNIPER
(*Juniperus*)

A perennial shrub/tree that is tolerant of both drought and humidity. This plant prefers full sun to partial shade and is classified as mesic in water preferences. Leaves are evergreenand needled and fruit is showy, mostly blue or reddish-brown depending on species. The underground structure for this plant consists of a taproot. It can be used for windbreak and groundcover.



LUPINE
(*Lupinus*)

Mostly herbaceous perennial plants 0.3–1.5 m (0.98–4.92 ft) tall, but annual plants and a few are shrubs grow up to 3 m (9.8 ft) tall. Lupines have soft green to grey-green leaves which may be coated in silvery hairs, often densely so. The flowers are produced in dense or open whorls on an erect spike, each flower 1–2 cm long. Like other legumes, they can fix nitrogen from the atmosphere into ammonia via a rhizobium–root nodule symbiosis, fertilizing the soil for otherplants. This adaptation allows lupines to be tolerant of infertile soils and capable of pioneering change in barren and poor-quality soils.



RUBBER RABBIT-BRUSH
(*Ericameria nauseosa*)

A perennial shrub that prefers neutral to slightly alkaline soils.This plant can grow between two to seven feet in height and can appear unusual in foliage colors. Fruiting time occurs in Fall and Winter; bloom size is <1 inch. It consists of a taproot underground structure. It is used for windbreak and erosion control and is both drought and salt tolerant. It attracts bees and birds.



SEGO LILY
(*Calochortus nuttallii*)

A perennial native plant, designated as the flower of the stateof Utah. This flower thrives in dry, sandy soils, producing bulbs often gathered and eaten by gophers and other small rodents. In appearance, the Sego Lily consists of one single stem, a few basal grass-like leaves, and a goblet shaped flower white in color with red and yellow markings.

VEGETATION: NATIVE PLANT SPECIES cont.



SNOWBERRY
(*Symphoricarposalbus*)

A perennial shrub that can thrive in a variety of sun related environments, water conditions and pH soil types. The plant can grow up to six feet in height, and can spread the same distance. It has deciduous, broadleaf leaves, fruits from late Summer to early Winter and its flowers are pink and white and inconspicuous measuring <1 inch in bloom size. Fruits are showy and edible to birds, but poisonous otherwise. This plant is pollinated by bees and is a low level concern in terms of conservation status.



SUNFLOWER
(*Helianthus*)

This appeared to be similar in nature to *Helianthus tuberosus* which is a perennial herb/forb, preferring full sun but can survive in partial to dappled shade. It prefers dry conditions, can grow up to 72 inches in height and has showy, yellow flowers. It is edible to birds and attracts bees and butterflies. This plant is resistant to deer and rabbits as well as being ableto tolerate poor soil conditions. Its underground structure consists of rhizome and tuber.



TAPERTIP HAWKS-BEARD
(*Crepis acuminata*)

This loose, flat, roundly topped cluster of yellow flower heads, herb that reproduces asexually, is perennial in nature with bloom times from May through August. It requires low water amounts, part shade and can withstand mediumcalcium carbonate levels.



TAPERTIP ONION
(*Allium acuminatum*)

From the *Liliaceae* family, this common western wild onion, sometimes producing edible bulbs (sometimes toxic also), was used in the past as a cure for scurvy. The perennial herb blooms pink and purple flowers between the months of May and July and is often found on rocky slopes among brushes and pines. It requires low amounts of water, needs partly shady environments to thrive, and does well in moist soil.

VEGETATION: NON-NATIVE & INVASIVEPLANT SPECIES

CHEATGRASS
(*Bromus Tectorum*)

This invasive species occurs throughout most of the United States, and is prominent in the Intermountain West. This plant is particularly invasive in sagebrush environments and is typically a winter annual grass that has seven main roots, growing rapidly and draining soil of water.



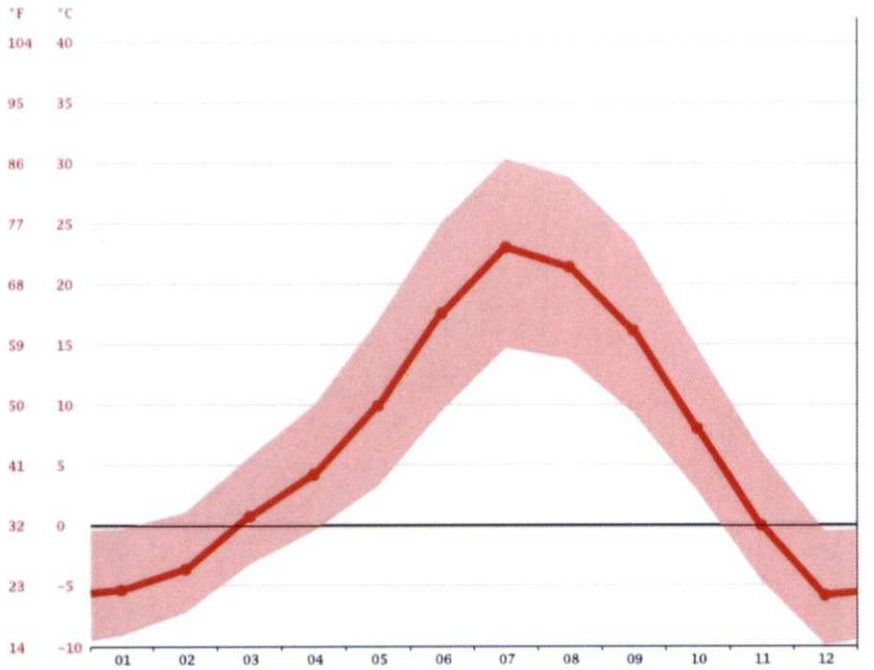
MUSK THISTLE
(*Carduus nutans*)

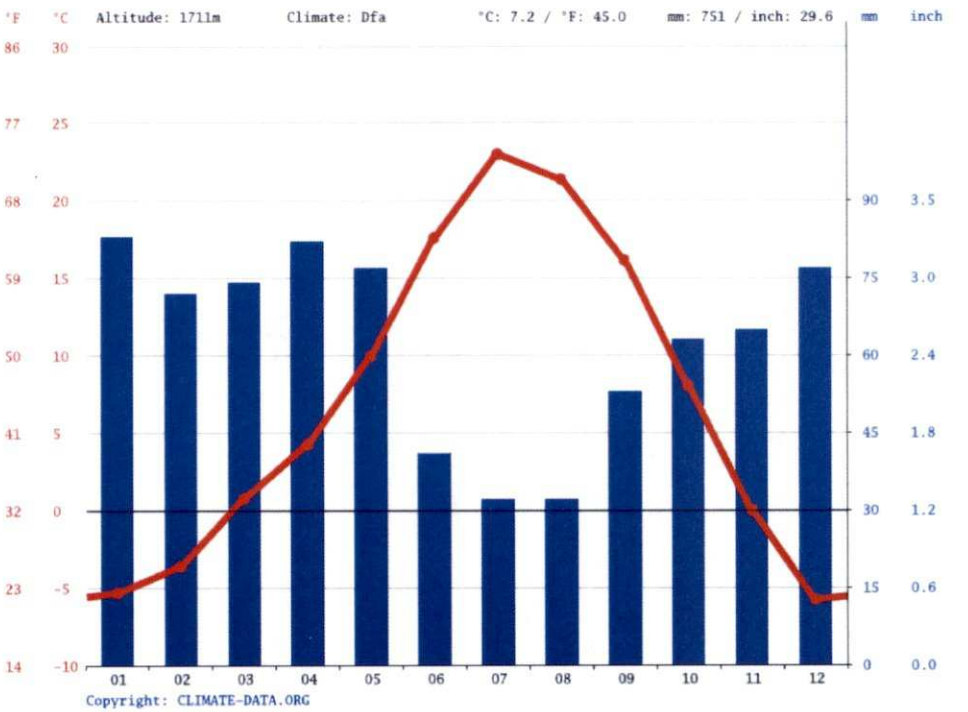
A biennial, noxious and invasive herb that is found in neutral to acidic soils, typically found in grassland areas. Its rapid spread occurs in areas of disturbed ground, although it cannot do well in excessive conditions. Seedlings emerge starting spring and rosettes develop as the plant grows up to 5 feet in height.



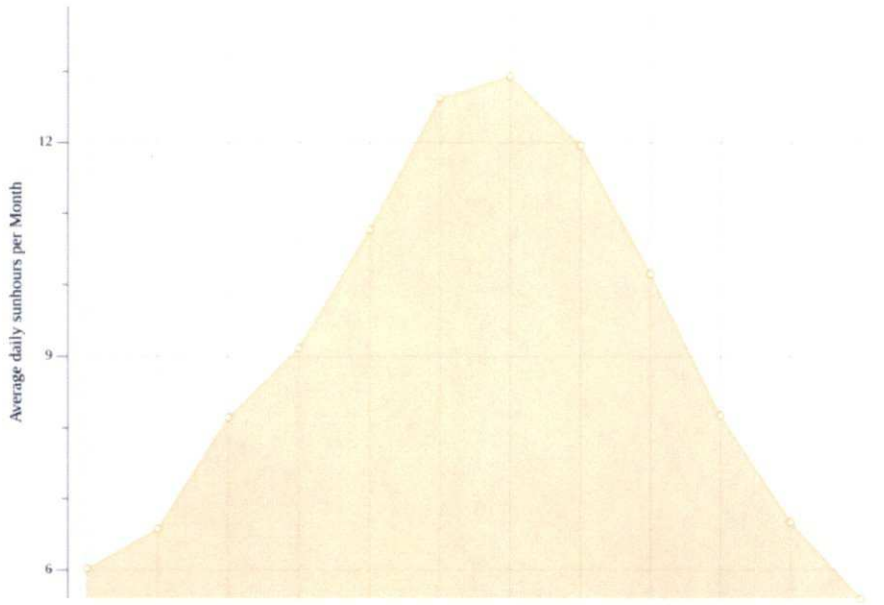
ECOLOGICAL REGIONS & CLIMATE

CLIMATE DATA:
HEBER CITY, UT CLI-
MATE-DATA, CLIMATE
-DATA.ORG



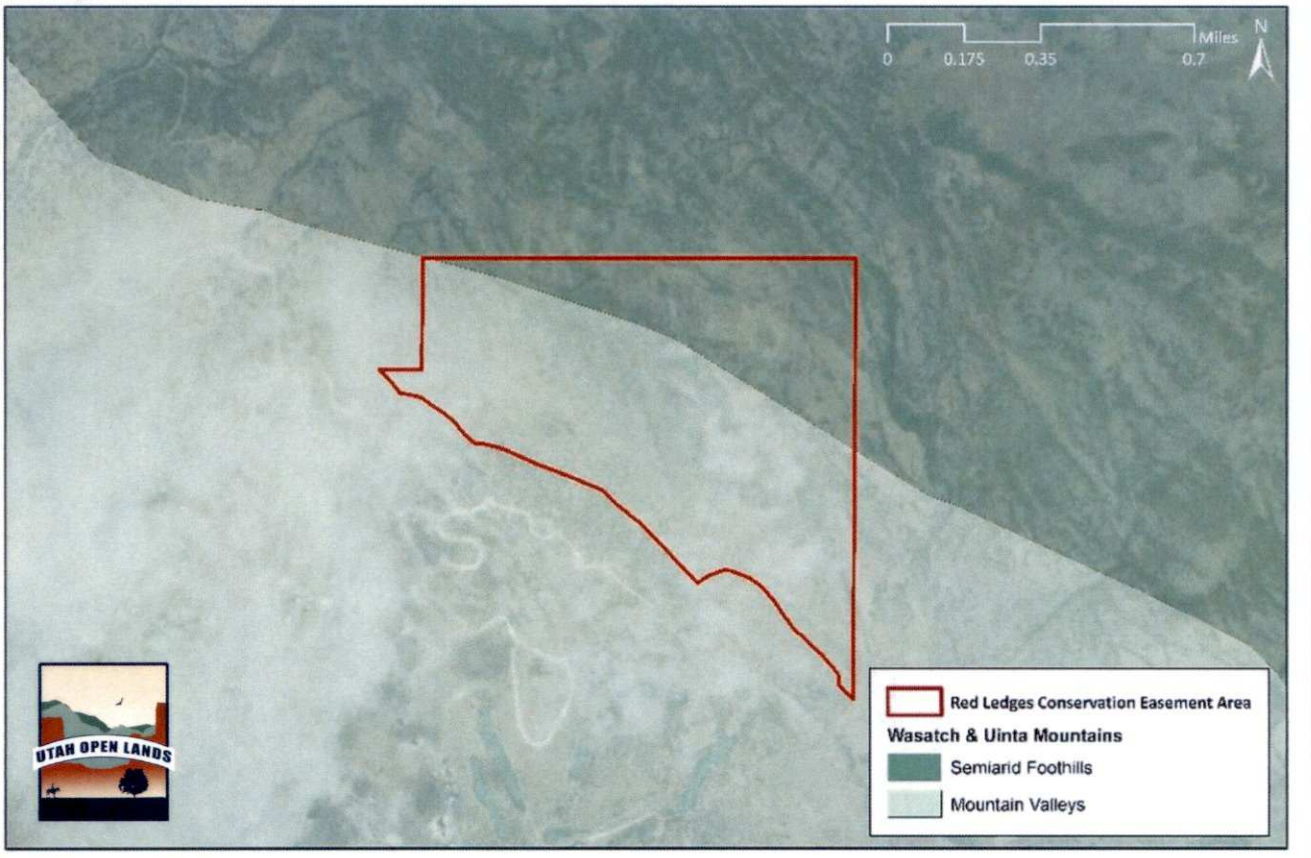


average hours of sunshine | Total hours of sunshine



Average daily sunhours per Month in Heber City, United States of America Copyright © 2019 www.climate-data.org

Red Ledges Conservation Easement
Ecoregion Map



Boundaries are approximate.
Map is not intended for use as survey.

Service Layer Credits: Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

GEOLOGY, MINING & MINERALS

GEOLOGY

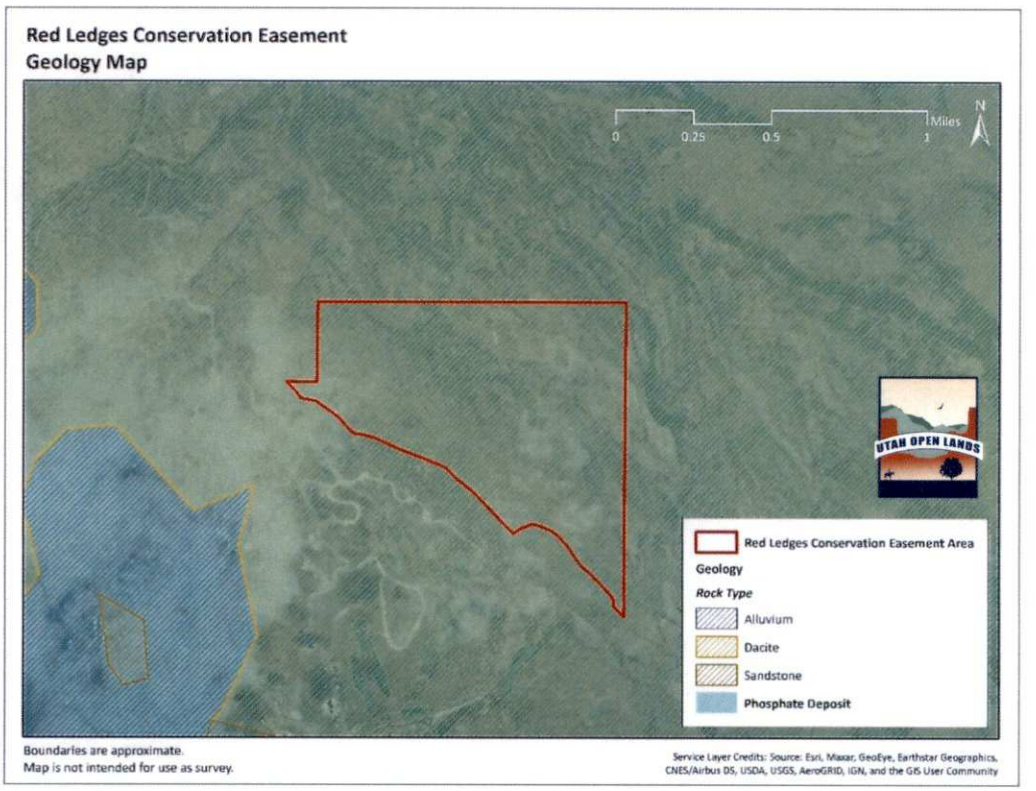
According to AGRC data, the geologic rock types found on the Property consist of Alluvium, Dacite and Sandstone. Alluvium consists of relatively homogenous sediment usually found at the bottom of hillslopes, including basin fill. Dacite is a volcanic rock often associated with lava flows, dikes and sometimes volcano-centered intrusions. Sandstone is a sedimentary rock type composed mostly of quartz and sand, but can also contain feldspar, silt and clay.

MINING & MINERALS

Utah Open Lands analyzed the property for mining and mineral history through a GIS analytic assessment. No potash, oil, gas or coal are shown in the area of the Property, and no mineral deposits are located within the Property boundaries, from examining Utah State GIS data including; SGID_U250_PotashDeposits1988, GID_U250_OilGasDeposits1988,SGID_U250_CoalDepositAreas1988,and,SGID_U250_MineralDeposits1988. When analyzing Phosphate deposits from Utah State GIS data SGID_U250_PhosphateDeposits1988, a Phosphate deposit area was located over the entirety of the Property, covering a large portion of the region in general. Phosphate is primarily associated with fertilizer production as well as other industrial applications, according to Utah Geological Survey. Despite Utah's high volume of Phosphate resources (partly due to the Lake Bonneville Basin), only a fraction of the areas containing the element are likely to be mined due to *low grade, unfavorable deposit location, or mining configuration* (Utah Geological Survey, 2020). However, production of products requiring Phosphate are on the rise due to their growing demand.

OTHER FINDINGS

The area does not fall under one of those that demonstrate potential liquefaction or landslide occurrence.



SOILS

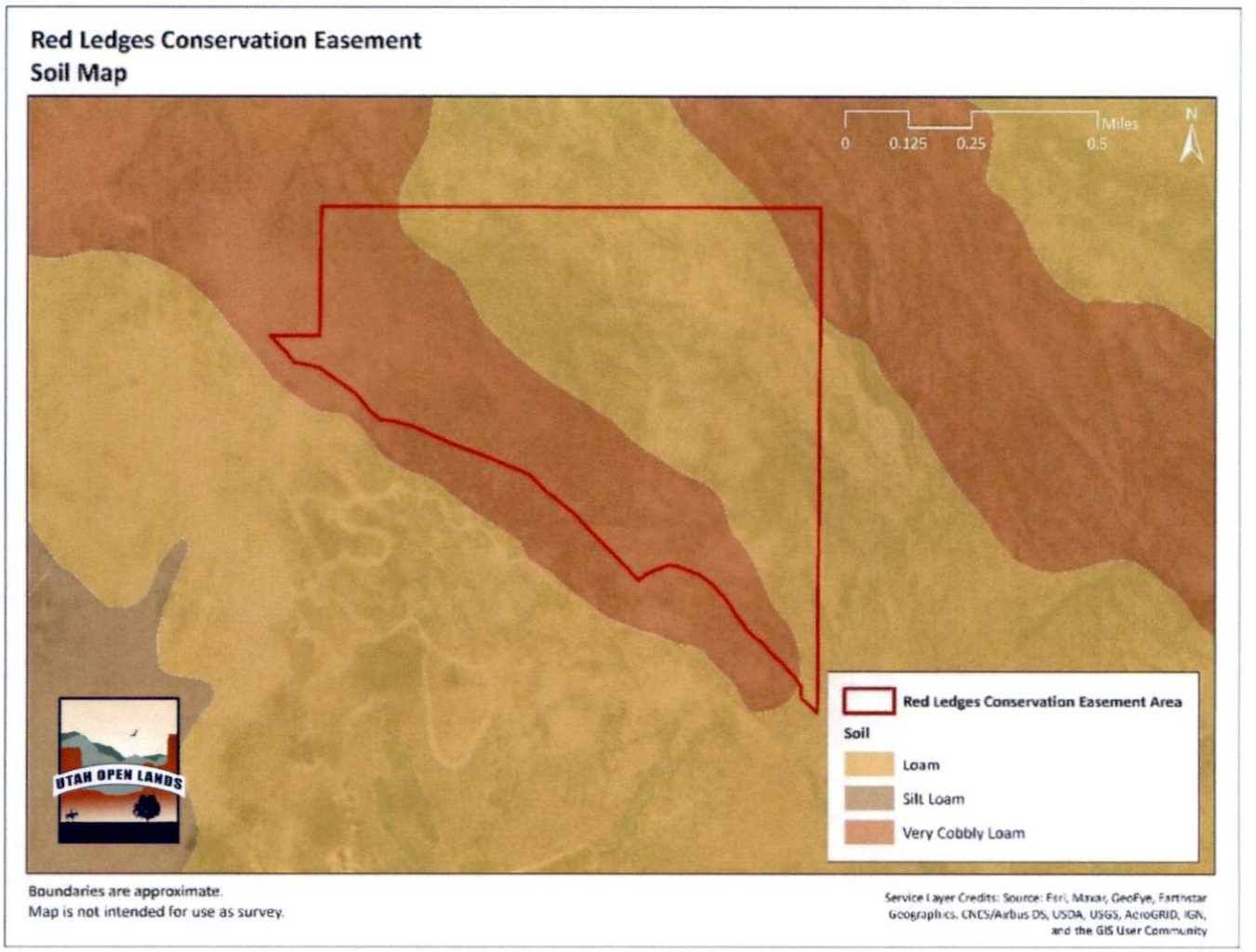
The following information is pulled from United States Department of Agriculture (USDA) government data andaccounts for the entirety of the conservation easement Property.

SOIL TEXTURE	SERIES	DESCRIPTION
Broadhead-Little Pole Association	*General*	Well drained, shallow soil. Formed from mountainside and alluvial fan alluvium, colluvium or andesite residuum. Elevation is 6,000 -8,oooft. Vegetation mainly consists of oakbrush, sagebrush, shrubs and grass. Average annual precipitation rangesfrom 18-25 inches and average annual temperature is 44°F. This association is made up of: 43% Broadhead soils, 32% Little Pole soils and 23% Horrocks and Brad soils, Fluventic Haploborolls andareas of Rock land. Surface layer is dark grayish-brown to very dark-grayish brown and 5-19 inches thick. Used for spring and fall rangeland, wildlife habitat, water catchment, recreation and home sites.
	Steep, BPE	Often found on mountainsides mantled with glacial drift. Consists of: 35% Broadhead loam, 20 Broadhead cobbly loam, 30% Little Pole very cobbly sandy clay loam and 15% other soils and Rock land. Slope gradient ranges 40-60% to 15% respective of soil composition. Runoff is medium. Erosion hazard is moderate to high. Provides good winter range for deer.
	Very Steep. BPF	Presents in the same area type and of the same consistencies as BPE, as above, but with slope gradient ranges 25-40% to 15% respective of soil composition. Runoff is rapid. Erosion hazard is high. Also provides good winter range for deer.

NEARBY SOILS

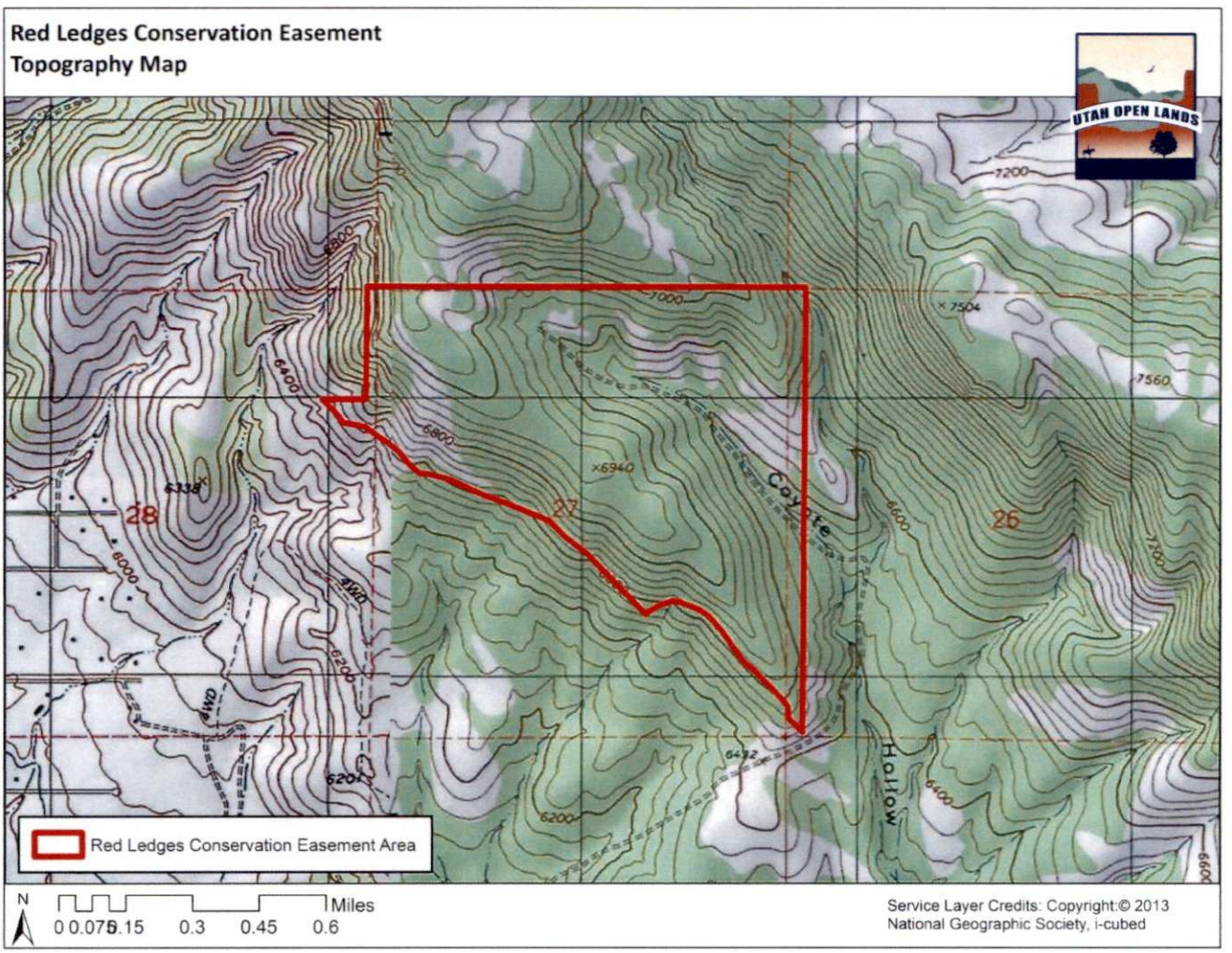
SOIL TEXTURE	SERIES	DESCRIPTION
Watkins Ridge-Clegg Complex	6-15%, WLC	Located on old alluvial fans and drainage ways. Slopes range from 6-15%. Watkins Ridge soil is mainly found on ridges and knolls, whereas Clegg soil can be seen in swales and depressions. Runoff is medium. Erosion hazard is slight. This soil type is used mainly for livestock and wildlife.
	15-25%, WLD	Presents in the same locations as WLC, above, but with a slope range from 15-25%. Runoff is medium. Erosion hazard is moderate. This soil type is used mainly for livestock and wildlife, as well as serving well as a catchment area and recreational site.

SOILS cont.


Red Ledges Conservation Easement
Soil Map
0
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0.25
0.5
Miles
N
UTAH OPEN LANDS
Red Ledges Conservation Easement Area
Soil
Loam
Silt Loam
Very Cobbly Loam
Boundaries are approximate.
Map is not intended for use as survey.
Service Layer Credits: Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

TOPOGRAPHY

The topographical nature of the Property consists of a variation in slope throughout, with the Property exhibiting a ridgeline running somewhat centrally from the northwest to southeast boundaries. There is an elevation gain of 130 meters/425 feet starting at approximately 1,980 meters/6,495 feet and reaching a height of 2,110 meters/6,925 feet. Examination of topography shows variation in all directions of the Property.

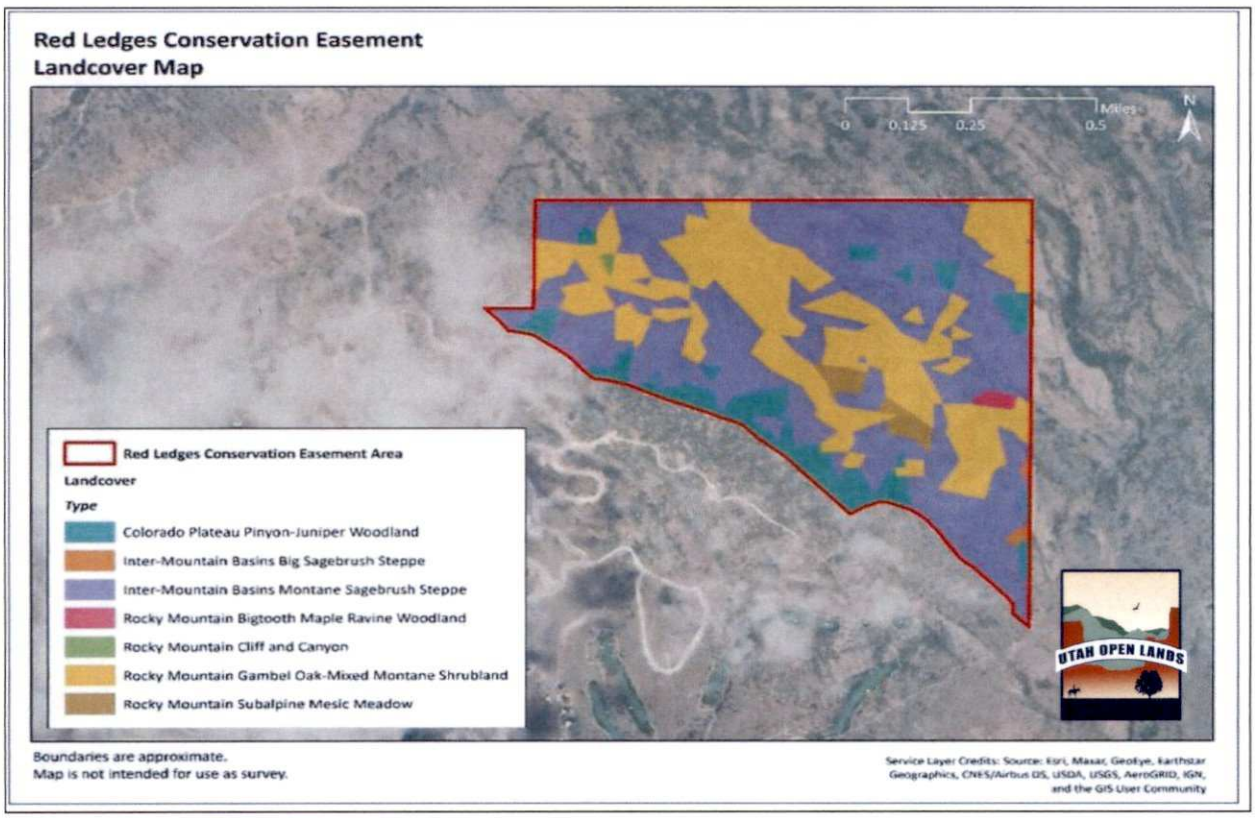


VEGETATIVE HEALTH

Utah Open Lands used GIS Analytics, on-ground observations during the initial site visit, and research grade data from several sources including iNaturalist, USDA, Utah AGRC, U.S. Forest Service, Department of Forest Health Protection and United States Geological Survey (USGS) to create an analysis of the Property, inclusive of vegetation. Certain gaps in data make it difficult to verify the vegetative analysis as a whole. However, Utah Open Lands Stewardship Associate, Seychelle Marcus, was consulted and provided analysis of specific plants on the Property. Care should be taken to ensure the continued good health of the majority vegetation on the Property, and potential restoration or ongoing, vigilant assessment of non-native and/or invasive plants is recommended. The vegetation community and potential surface water on the Property and surrounding area function to provide resources for numerous sensitive species and other wildlife, signs of which, were noted when documenting information whilst out on the initial Baseline Documentation site visit.

LANDCOVER

The Property falls within an elevation region classified as semidesert, of which 60% of the state of Utah falls under. The dominant plant communities that can be found in this region, according to the Bureau of Land Management (BLM) are; pinyon-juniper, salt desert shrub and big sagebrush and shrublands. Smaller plant community entities consist of greasewood, mat saltbush and creosote-white bursage. Microphytic crusts, biological soil crust organisms, protect the soils in undisturbed sites and are important in terms of erosion mitigation as they often occupy the spaces between scattered shrubs.



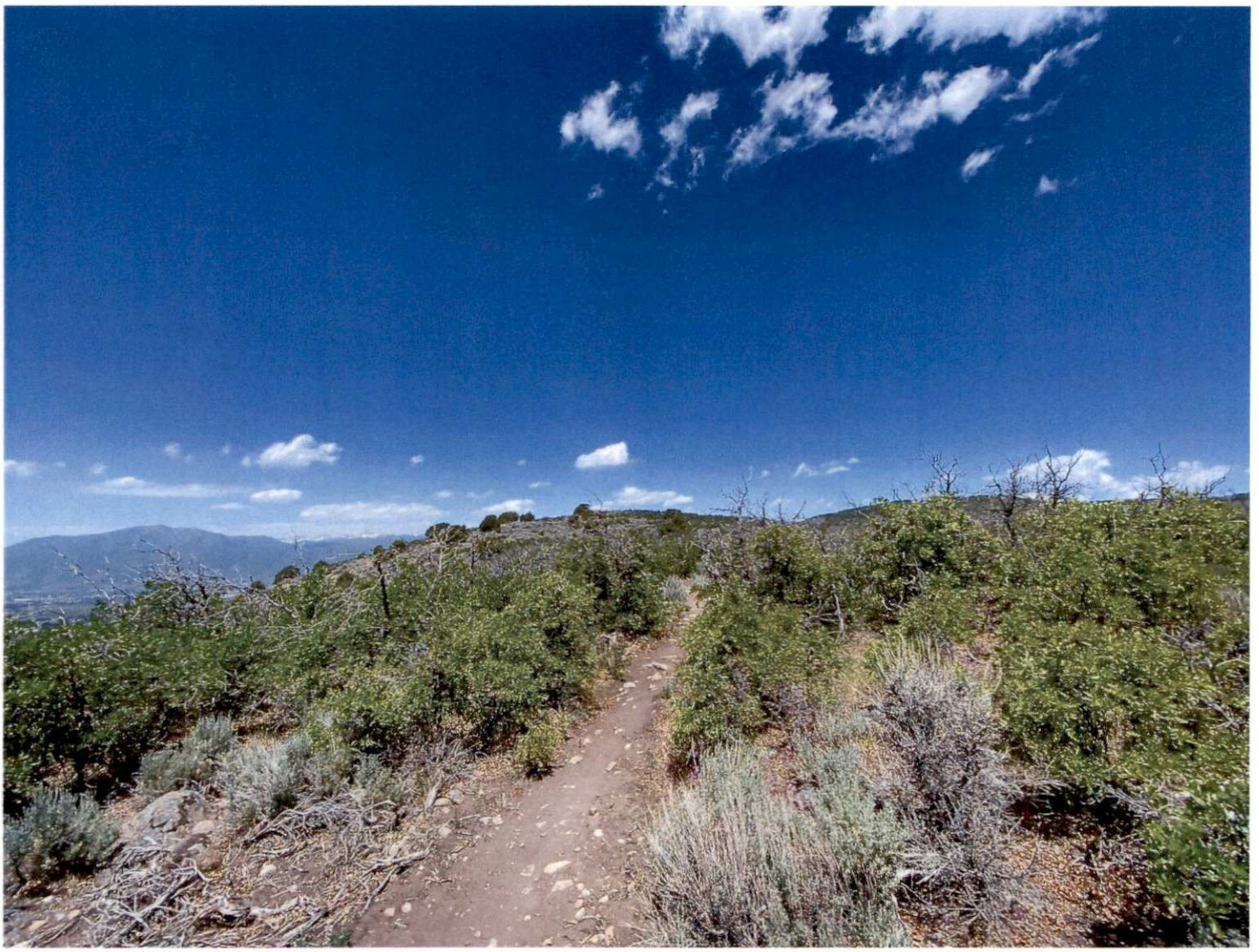
DISTURBED GROUND

Areas that have been disturbed provide invasive species easy ground to become established. Non-native and/or invasive plant species have been found throughout the Property, such as Musk Thistle and Cheatgrass Most of these species are found growing adjacent to disturbed areas. If others become more widespread throughout the Property, the continual monitoring and attention to vegetative health will be crucial in keeping them from continuing to spread and ultimately safeguarding the conservation values of the land.



EVALUATION OF CONDITIONS & RESTRICTIONS

All management decisions, activities and actions on the Property must be done within the scope of the Conservation Easement on this Property. The Conservation Easement guides these decisions and includes allowances and restrictions that are meant to act as guidelines for preservation in perpetuity. The Conservation Easement is themanaging document for the preservation of the Property and should be consulted for information pertaining to covenants, permitted uses and practices, restrictions and observed conditions.



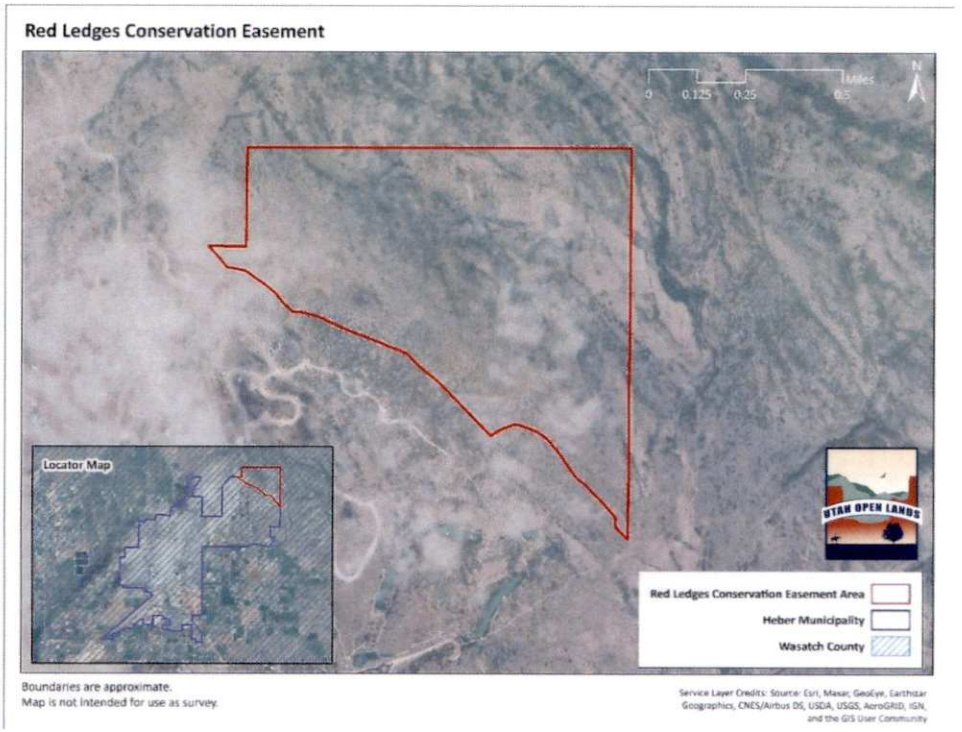


MAPS

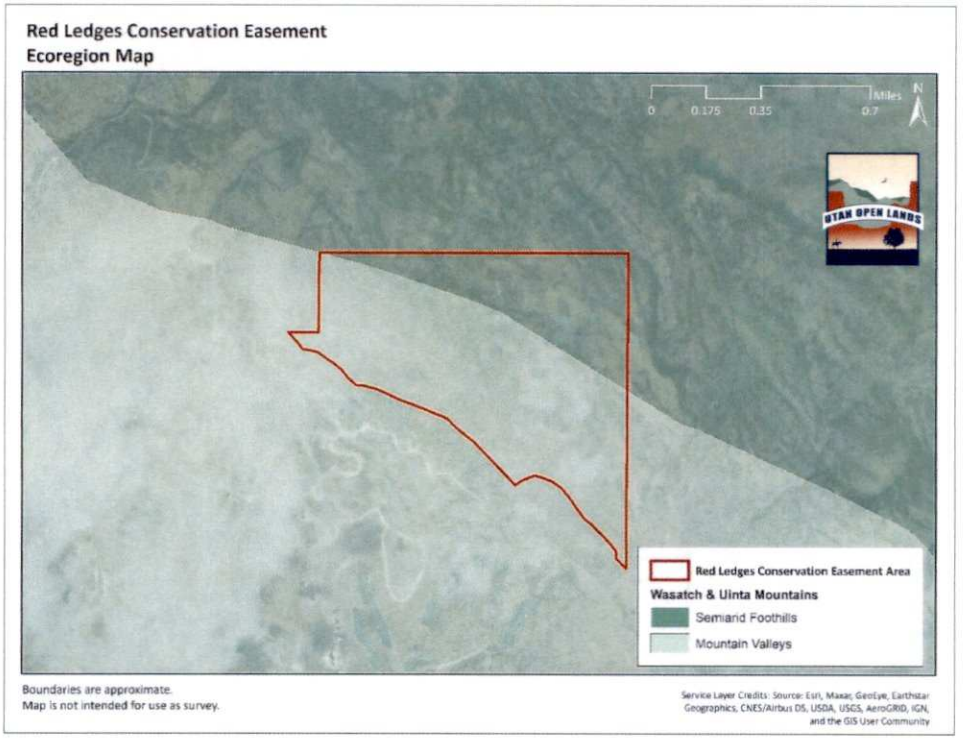
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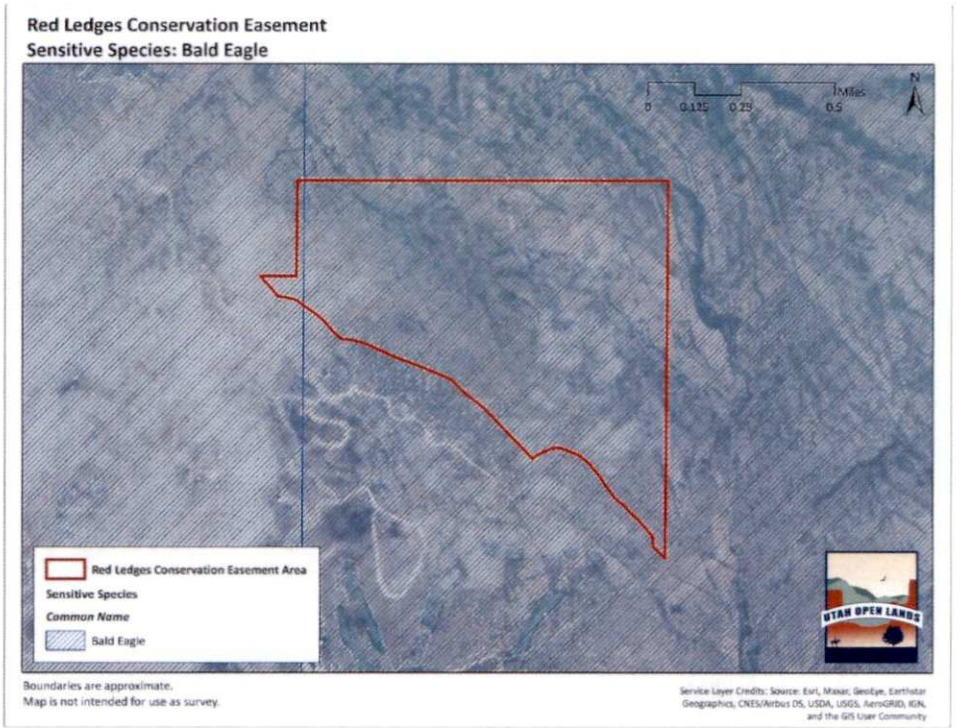
LOCATOR MAP



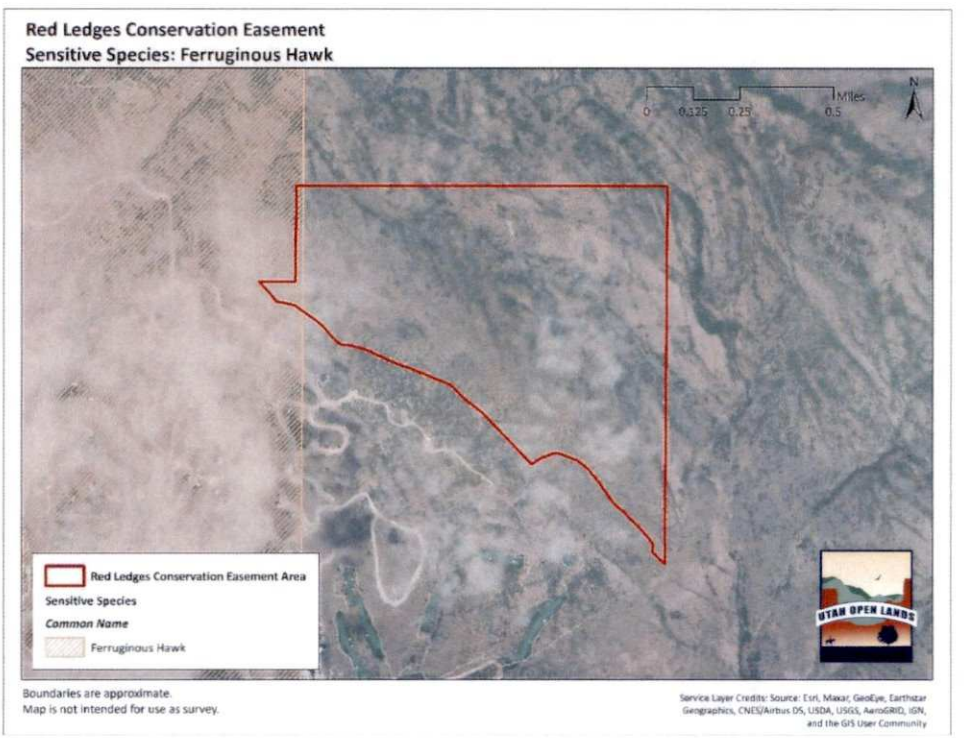
ECOREGION MAP



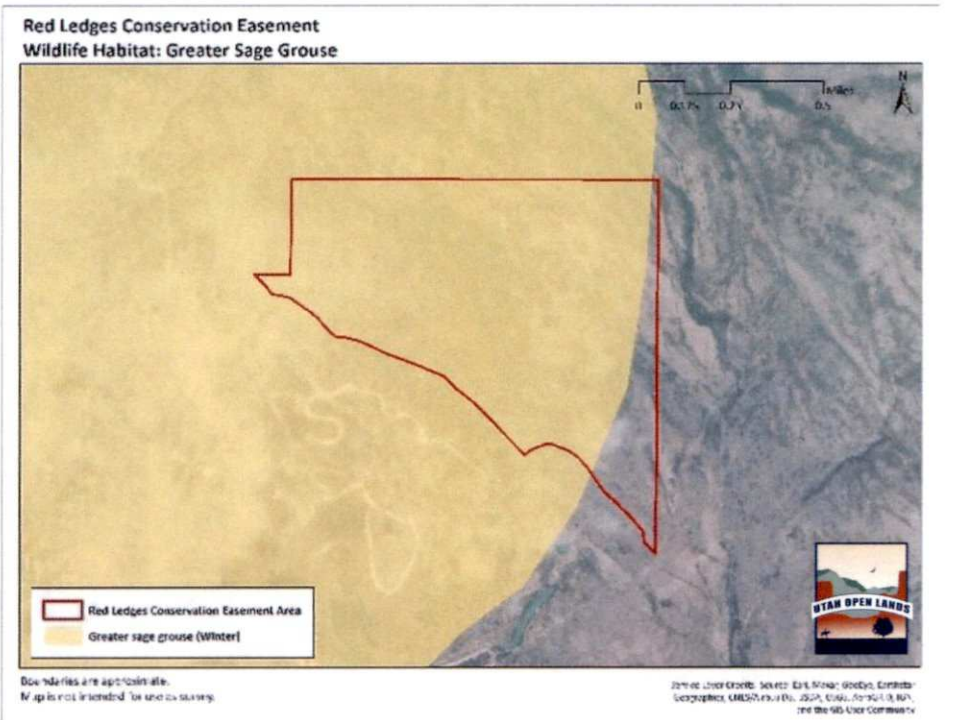
BALD EAGLE MAP



FERRUGINOUS HAWK MAP



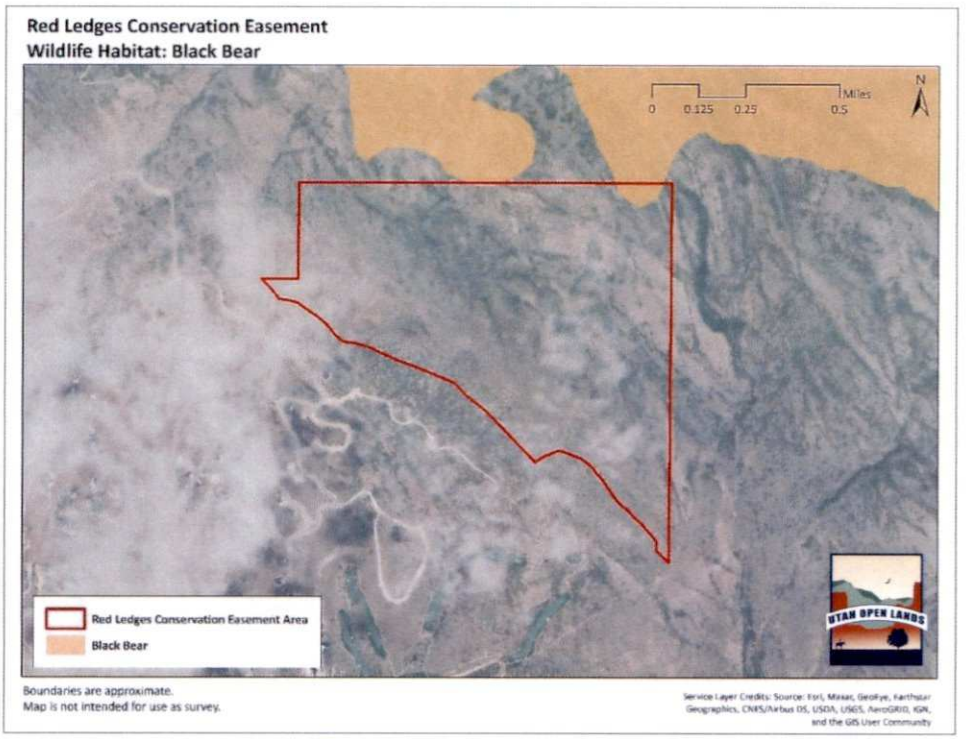
GREATER SAGE-GROUSE MAP



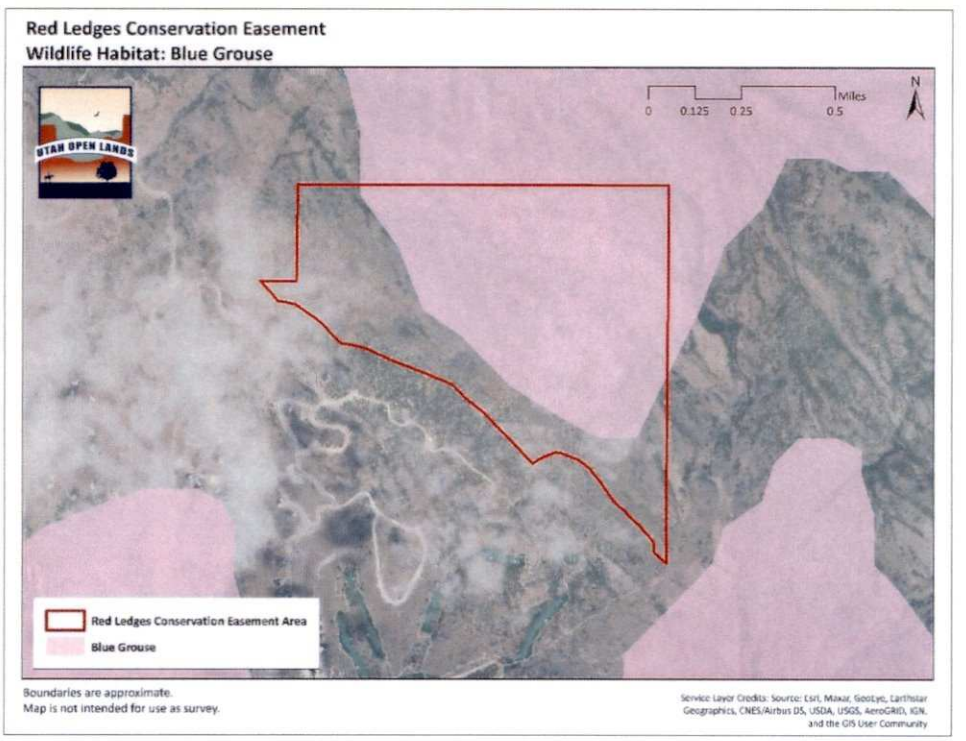
SHORT-EARED OWL MAP



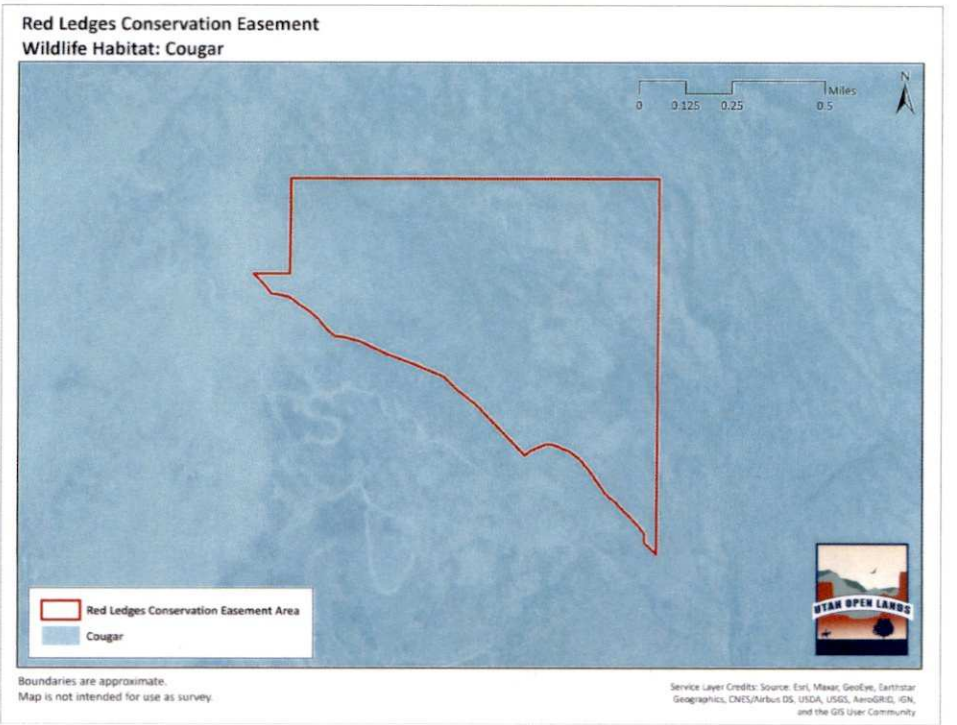
BLACK BEAR MAP



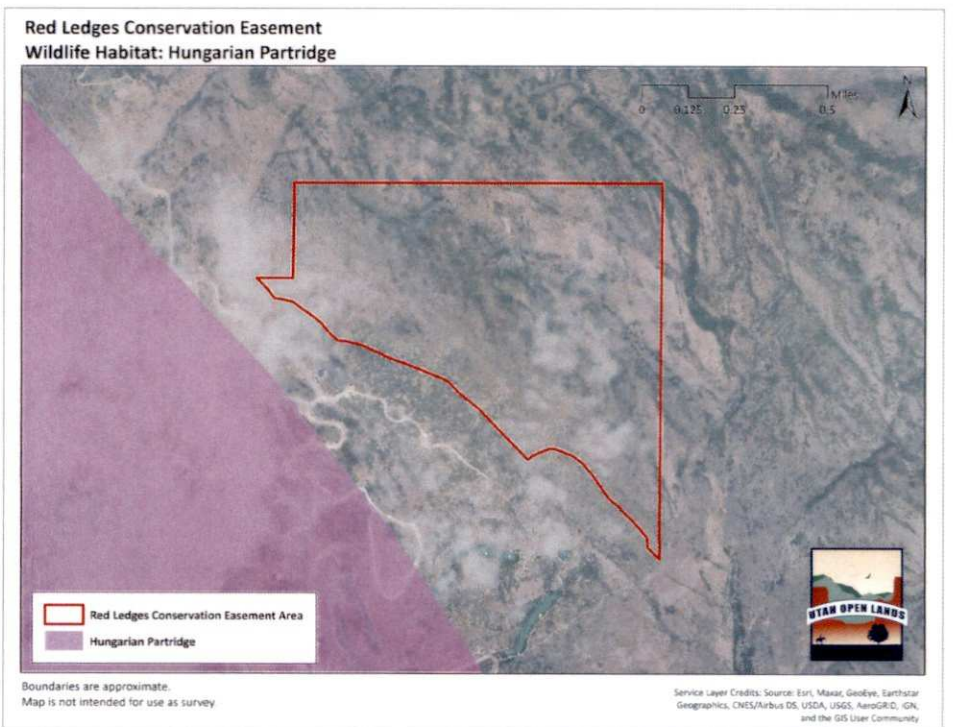
BLUE GROUSE MAP



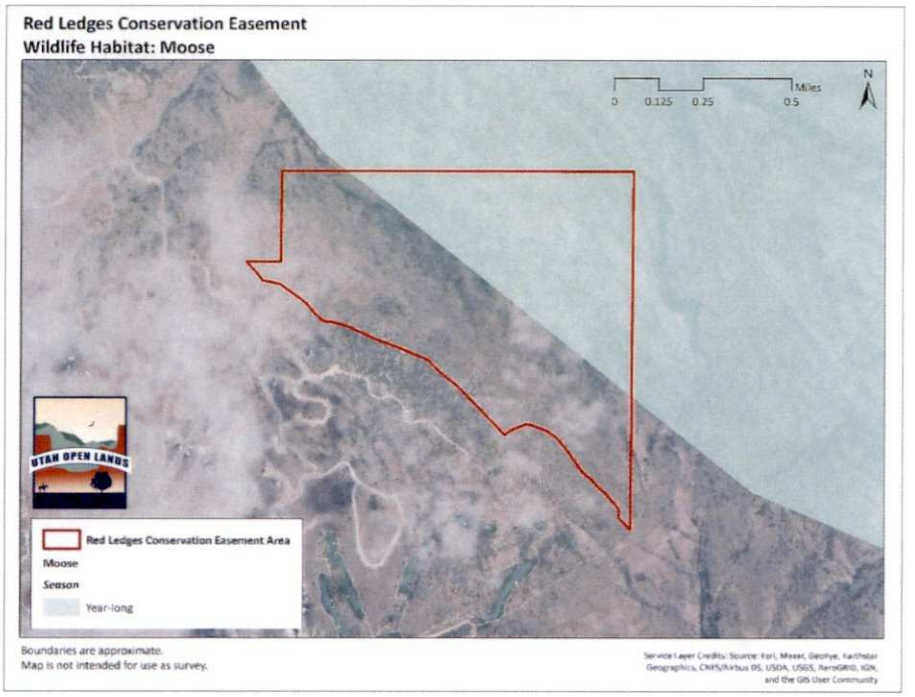
COUGAR/MOUNTAIN LION MAP



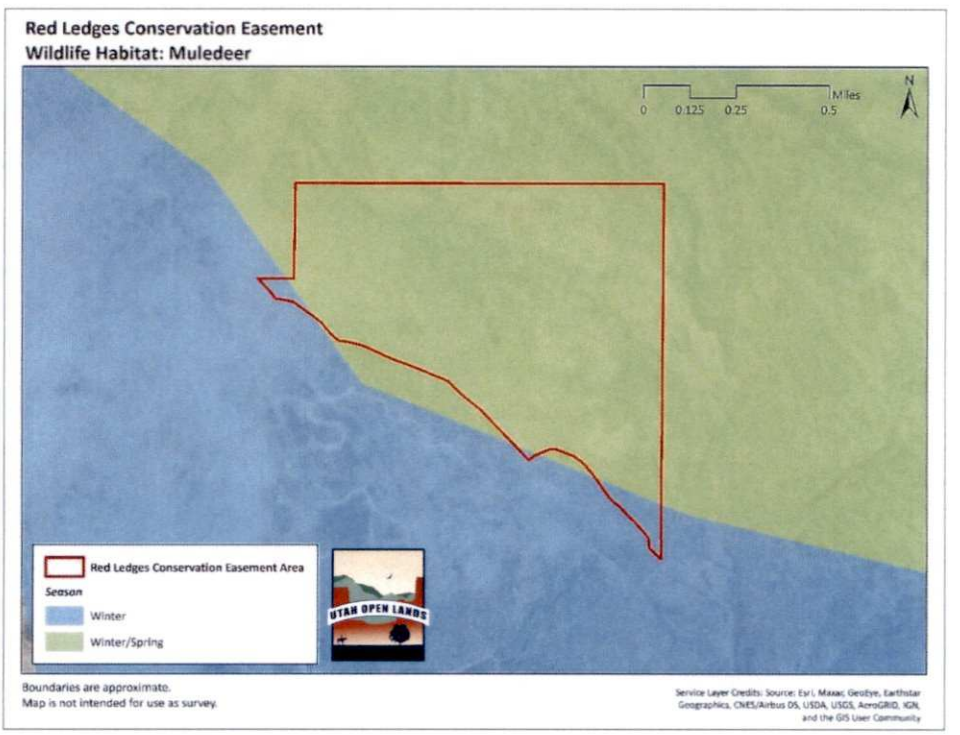
HUNGARIAN PARTRIDGE MAP



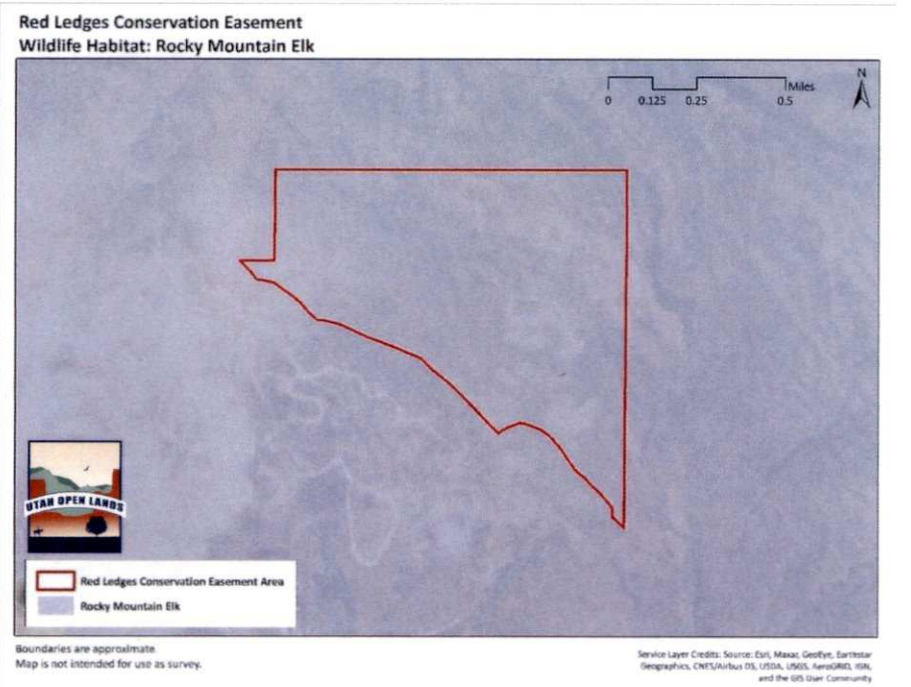
MOOSE MAP



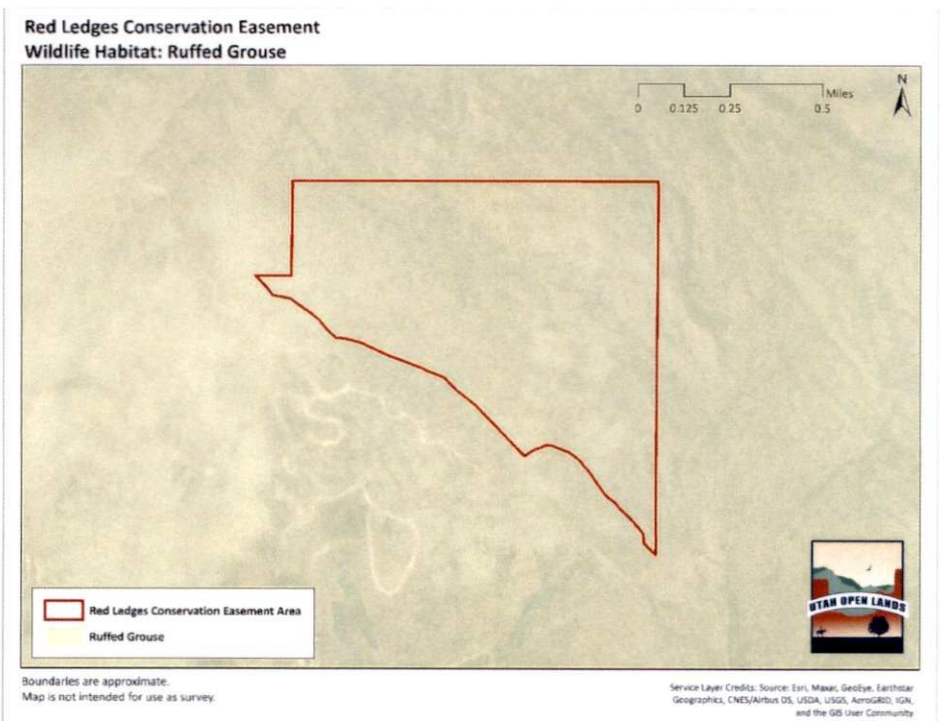
MULEDEER MAP



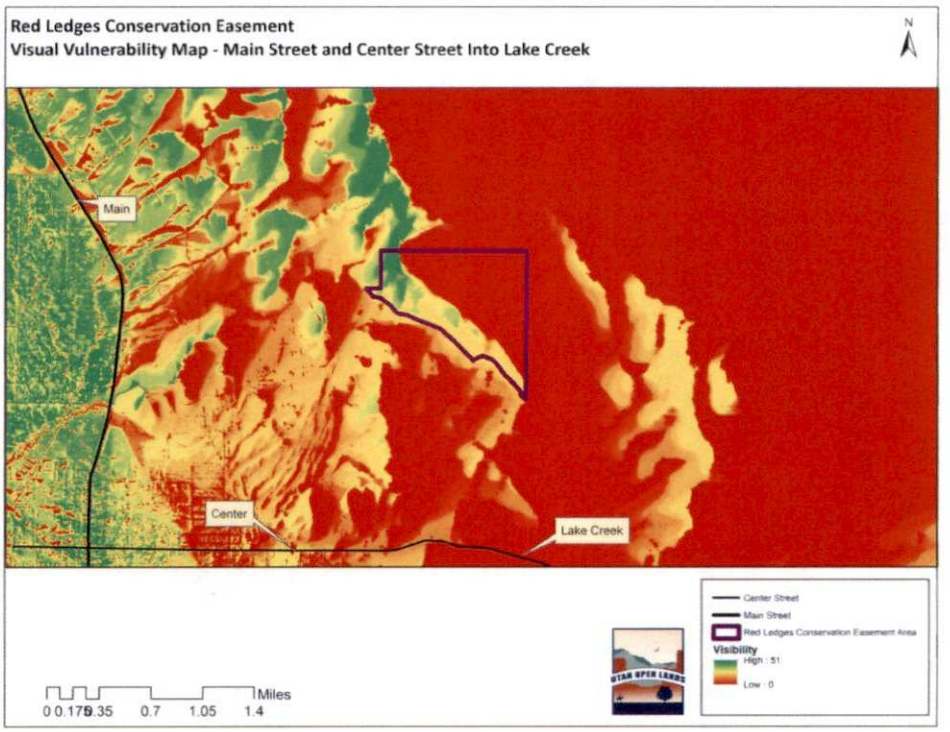
ROCKY MOUNTAIN ELK MAP



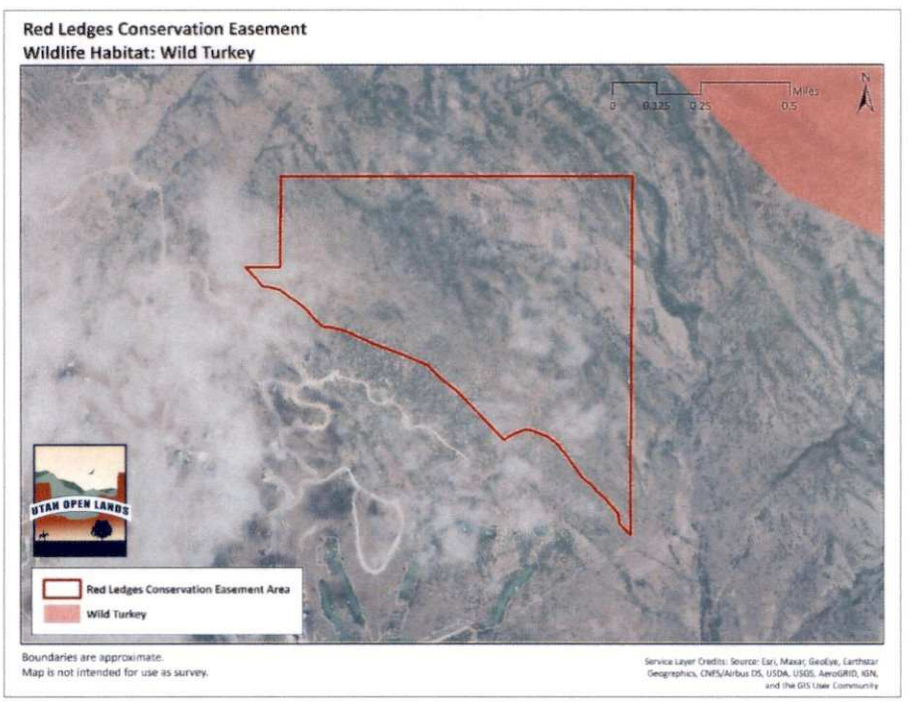
RUFFED GROUSE MAP



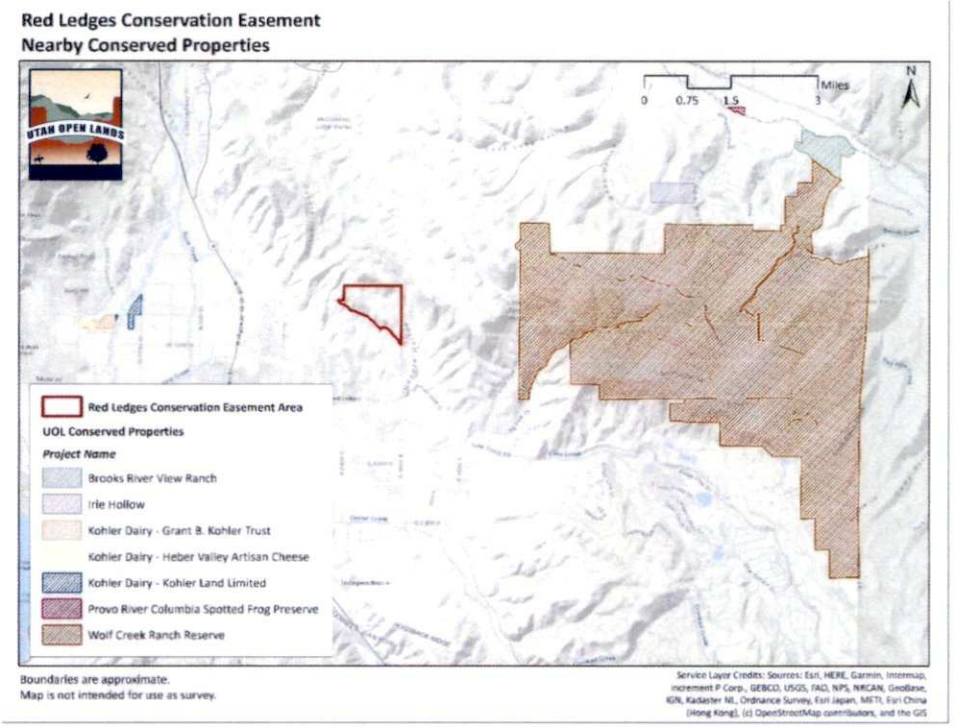
VISUAL VULNERBILITY MAP



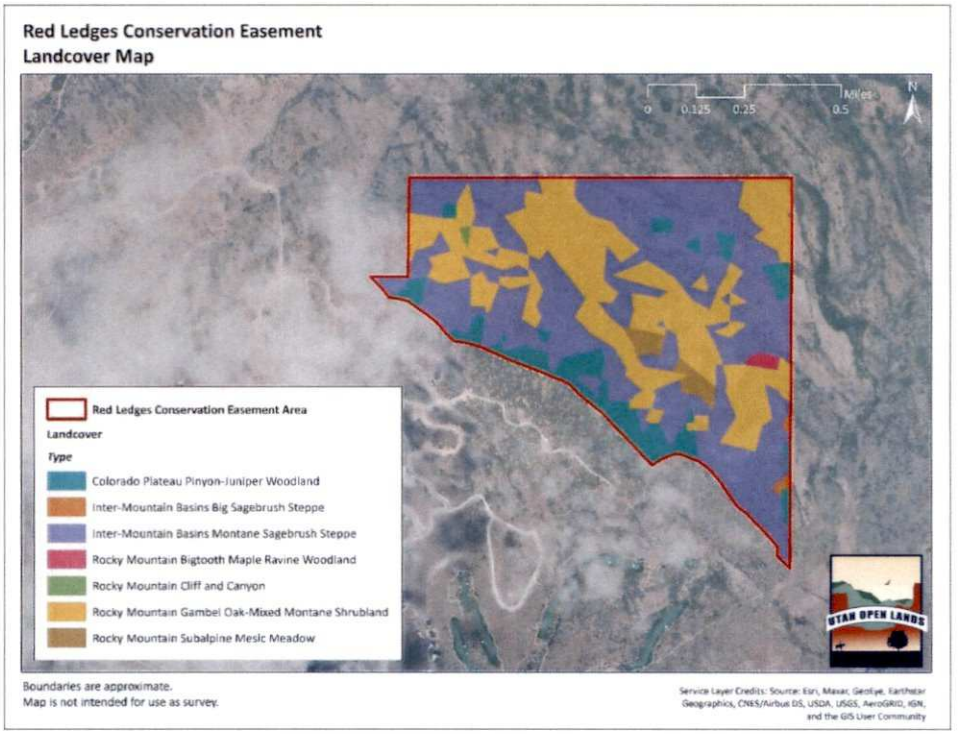
WILD TURKEY MAP



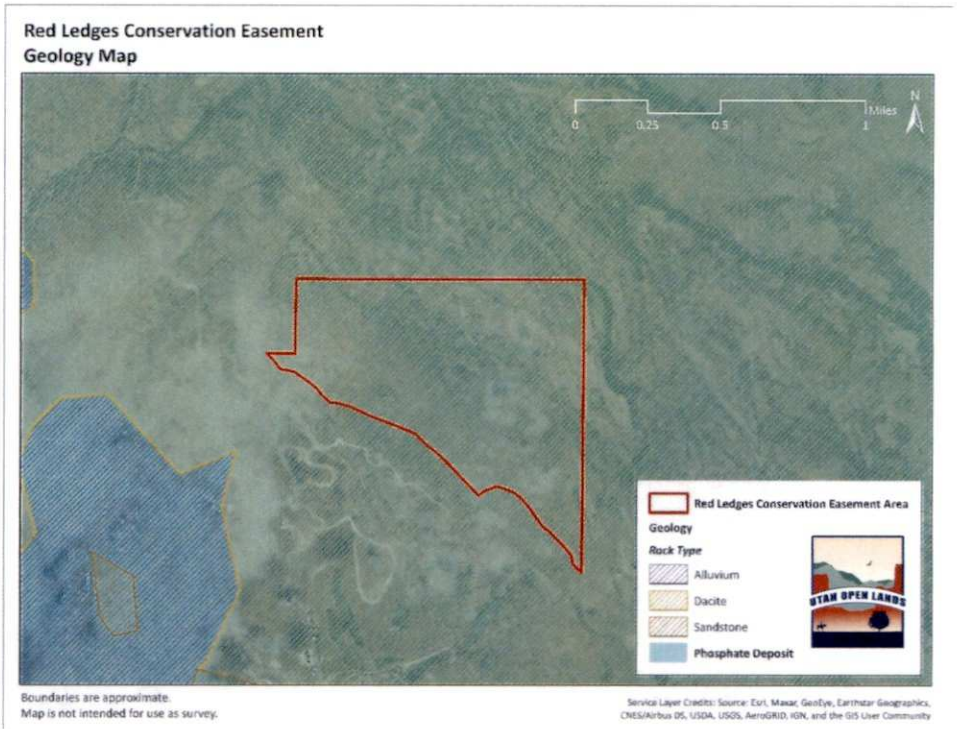
NEARBY CONSERVED LANDS MAP



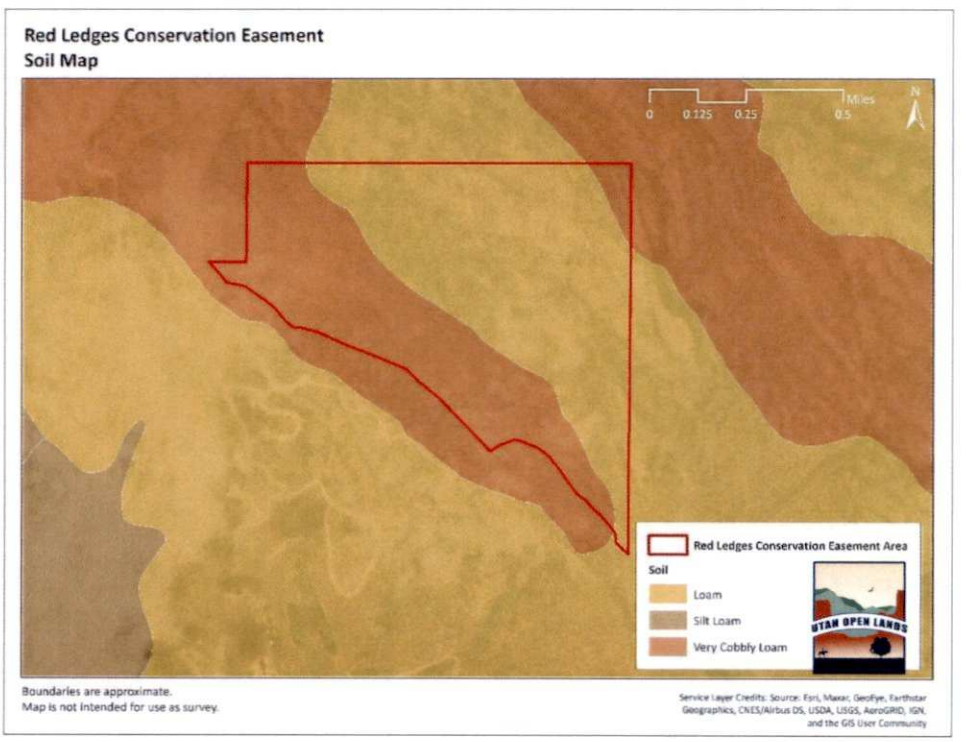
LANDCOVER MAP



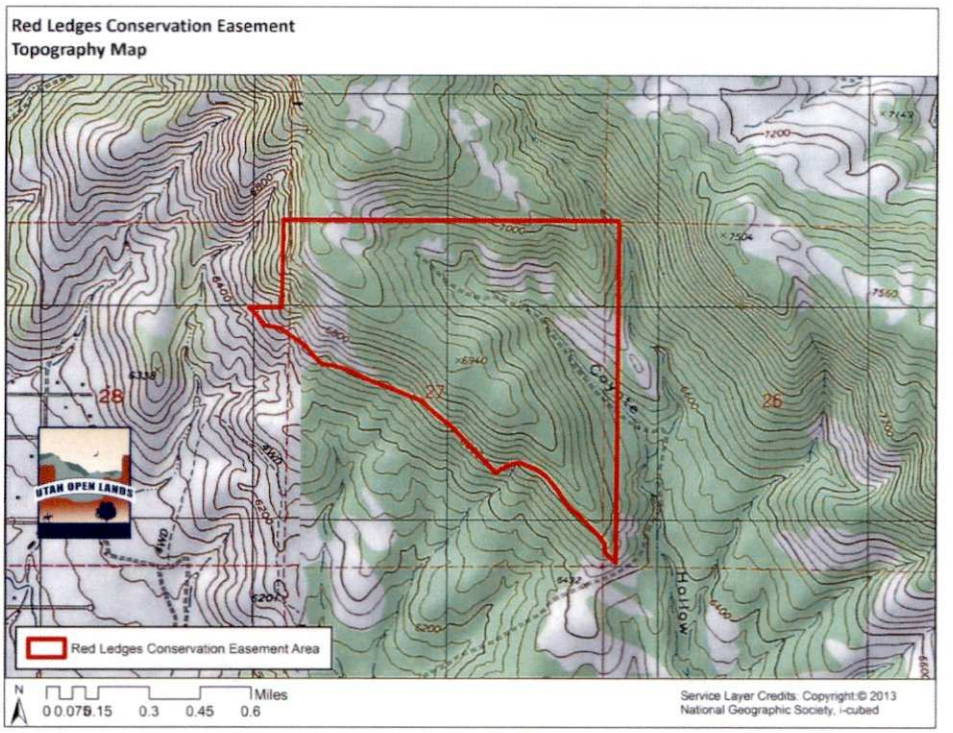
GEOLOGY MAP



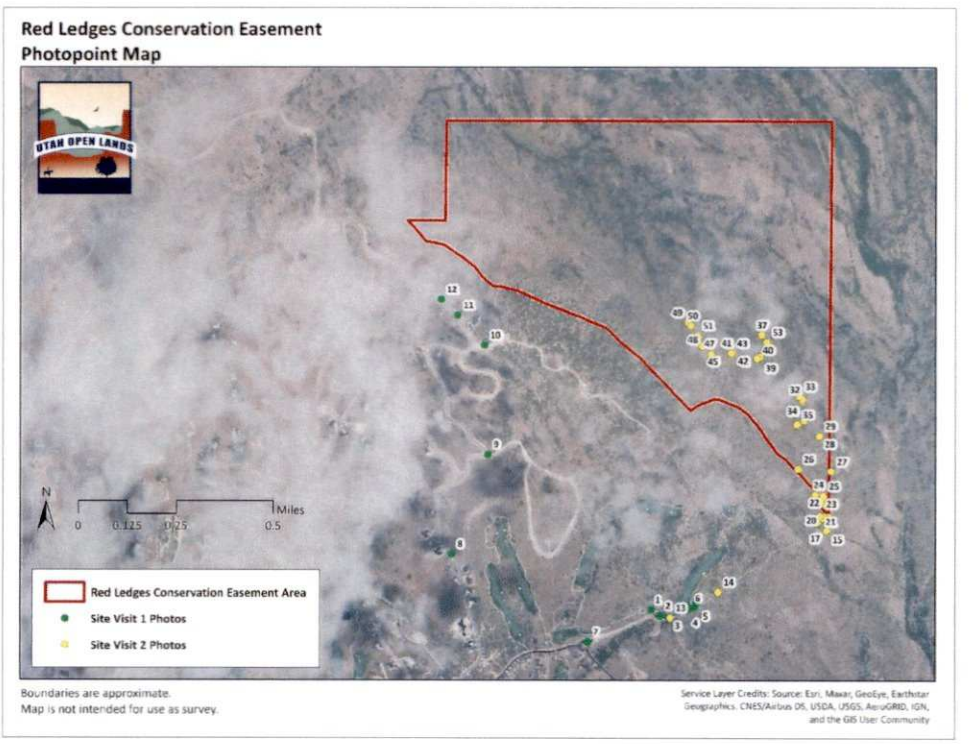
SOILS MAP



TOPOGRAPHY MAP



PHOTOPOINT MAP AND LOG



PHOTOPOINT MAP AND LOG cont.

1. IMG_1641, facing northeast, view of Property	2. IMG_1643, facing northwest, water stream beyond 0Poperty boundary
3. IMG_1646, facing north, view from golf course on development	4. IMG_1650, facing northeast, disturbed ground up to Property boundary
5. IMG_1653, facing north, vegetative landscape	6. IMG_1664, facing west, view of mountains from Property
7. IMG_1670, facing west, parking location to get to Property	8. IMG_1671, facing east, surrounding development
9. IMG_1674, facing northeast, surrounding development with Property in background	10. IMG_1678, facing north, view of Property from road within development
11. IMG_1686, facing northwest, northwestern Property	12. IMG_1687, facing northeast, trail leading up to northwestern portion of Property
(Site Visit 2)	13. IMG_3793, facing northeast, view from golf course
14. IMG_3796, facing north, view of the Property	15. IMG_3800, facing northwest, trail leading up to Property boundary
16. IMG_3801, facing southwest, view from Property	17. IMG_3803, facing north, trail on Property
18. IMG_3805, facing north, boundary fence	19. IMG_3806, facing north, rock type on Property
20. IMG_3807, facing west, panoramic view from Property	21. IMG_3808, facing southwest, view of Heber development and Timpanogos from Property
22. IMG_3810, facing southeast, indication of equestrian use on trail	23. IMG_3812, facing northwest, trail on Property
24. IMG_3813, facing southwest, view of surrounding development and Timpanogos from Property	25. IMG_3816, facing west, trail and vegetation on Property
26. IMG_3818, facing northwest, looking towards northwestern slope of Property	27. IMG_ 3820, facing north, boundary fence
28. IMG_3823, facing west, Sego Lily on Property	29. IMG_3826, facing southwest, multiple Sego Lilies
30. IMG_3848, facing southwest, trail on Property (signs of game and mountain biking observed)	31. IMG_3849, facing northeast, downward slope vegetation on Property
32. IMG_3850, facing southwest, upward slope vegetation on Property	33. IMG_3851, facing south, trail on Property
34. IMG_3855, facing south, trail heading toward Mt. Timpanogos view on Property	35. IMG_3859, facing northwest, facing northwest on ridgeline on Property
36. IMG_3869, facing southeast, wildlife scat	37. IMG_3870, facing north, view along Property trail
38. IMG_3874, facing southwest, view of Mt. Timpanogos form trail on property	39. IMG_3875, facing east, wildlife scat
40. IMG_3876, facing northwest, view of ridgeline along trail on Property	41. IMG_3879, facing east, view of Property from central location
42. IMG_3880, facing east, view of Property from central location	43. IMG_3881, facing south, view of Heber development and valley from Property
44. IMG_3882, facing southwest, view of Heber development and valley from Property	45. IMG_3883, facing northwest, view of slope towards north of Property
46. IMG_3886, facing northwest, view of slope towards north of Property	47. IMG_3887, facing northeast, slope vegetation on Property
48. IMG_3890, facing northwest, trail and vegetation on Property	49. IMG_3891, facing west, vegetation on Property
50. IMG_3893, facing southeast, heading back to Property boundary	51. IMG_3895, facing north, game trail on Property
52. IMG_3896, facing south, view of valley from Property	53. IMG_3899, facing northeast, panoramic view of surrounding landscape from Property

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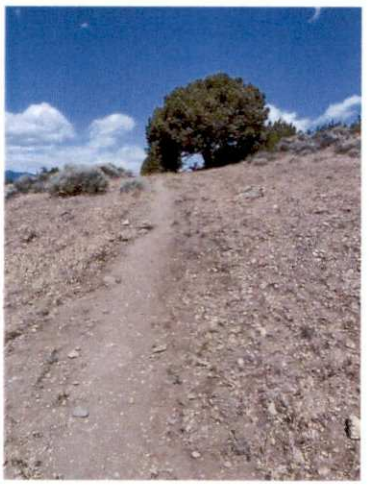
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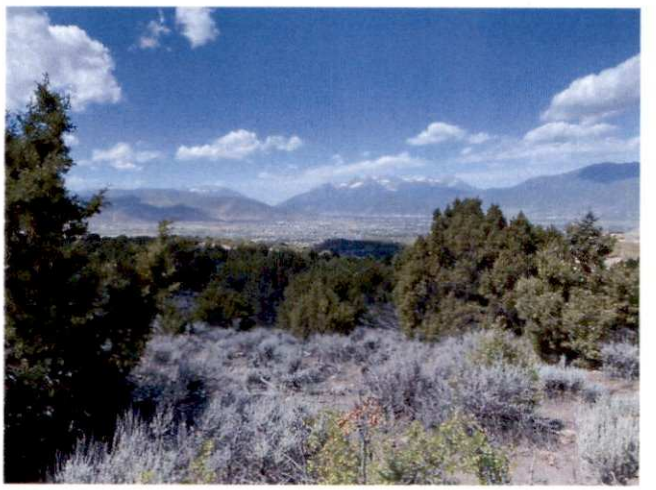
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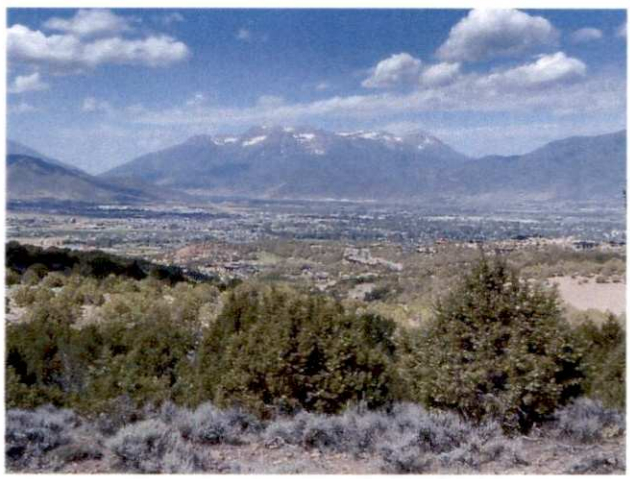
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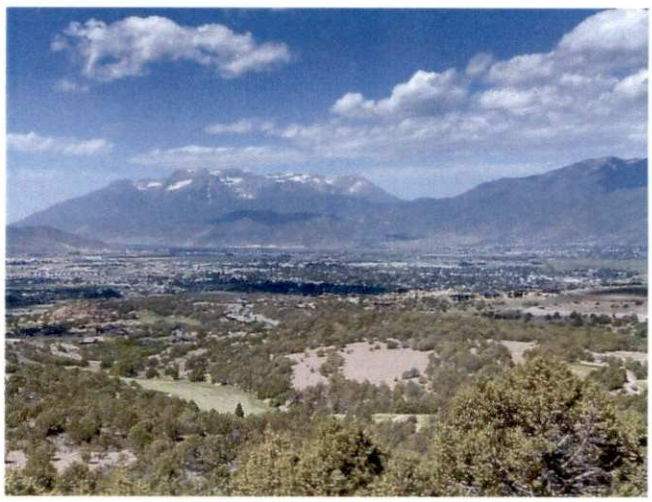
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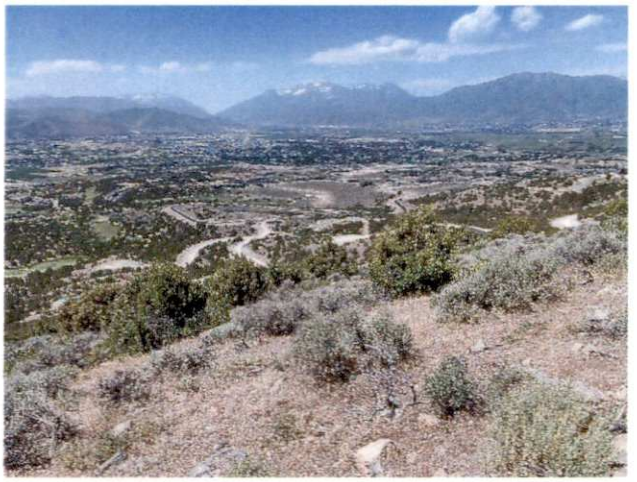
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Qualifications of Preparer and staff

Marie Schleicher, Programs Associate, Marie worked with Utah Open Lands from May 2016-September 2018 and again since June 2020-August 2021. Marie has training in the procedures for the production of Baseline Documentation Reports and was qualified to author such a report in accordance with Utah Open Lands' Baseline Documentation Policy reaffirmed by the Board of Directors on October 21, 2010. Along with staff assistance by:

Seychelle Marcus, Stewardship Coordinator, Seychelle has been with Utah Open Lands since 2018 and has been trained in the procedures for the production of baseline documentation reports, and is qualified to author such a report in accordance with Utah Open Lands' Baseline Documentation Policy reaffirmed by the Board of Directors on October 21,

BASELINE Documentation Methods

The field work for the Red Ledges Scenic Preserve Property was accomplished by Utah Open Lands' Staff between May 2021 and October 2021.

UTAH OPEN LANDS

SINCE 1990

Utah Open Lands Conservation Association
1488 S. Main Street
Salt Lake City, UT 84115
801-463-6156

www.UtahOpenLands.org

EXHIBIT D

SECOND AMENDMENT TO INTERLOCAL AGREEMENT REGARDING THE "RED LEDGES" PROPERTY

This Agreement amends the Interlocal Agreement executed on February 21, 2007 (hereinafter the "Agreement") by and among Wasatch County, Utah, (hereinafter "County"), Heber City (hereinafter "City"), Twin Creeks Special Service District (hereinafter "Twin Creeks"), political subdivisions of the State of Utah, and Red Ledges LLC, a Florida Limited Liability Company, regarding the development of the "Red Ledges" property, located in Wasatch County and Heber City. Red Ledges Land Development, Inc., a Florida Corporation, (hereinafter "Red Ledges") is the successor in interest to all the rights and obligations of Red Ledges, LLC, under the February 21, 2007 Agreement and maintains offices at 2 S. Main Street, Suite 2-A, Heber City, UT 84032.

WHEREAS, the City, County and Red Ledges desire to have a public trail system that connects to a County wide trail system and reduce to writing a formal agreement that formalizes the trail requirements and expectations for the Red Ledges Development; and

WHEREAS, Paragraph 23 of the Interlocal Agreement specifies that Red Ledges "will provide a trail system that appropriately connects with the County trail system. Red Ledges will cooperate with the County Trail Planner to do so. Any dispute regarding the requirements of this paragraph may be referred to the joint board identified in paragraph 21 of the Interlocal Agreement."; and

WHEREAS, the City and County have overlapping responsibilities regarding the trails and the trail system; and

WHEREAS, the parties hereto desire a unified public trail system that avoids conflicts between the parties; and

WHEREAS, the City and Red Ledges have entered into written agreements regarding trails, specifically within an Annexation Agreement recorded in Book 942 Pages 1876-1883, a Master Plan Agreement recorded in Book 943 Pages 118-127, and a Subdivision Agreement recorded in Book 951 Pages 1860-1883 in the Wasatch County Recorder's Office; and

WHEREAS, the City has approved and permitted construction of Phase 1 improvements which include trails; and

[Last Whereas clause deleted.]

NOW, THEREFORE, the parties hereto agree as follows:

1. All public trails are to be built concurrent with City and County approved infrastructure, on a phase by phase basis. Phase 1 Trails are shown in Exhibit 1.
2. All trails that cross roads shall be identified as public or private with appropriate signage . Exhibit 2 shows those locations currently anticipated as requiring such signage. Exhibit 4 shows the agreed signage design.

3. Locations of public trails are shown in Exhibit 3. Excepting trails in open space that may be built in the future not at the expense of Red Ledges.
4. Trails are to meet County trail standards (as shown in Exhibit 4) except that grades may exceed over 10% in limited areas approved by Heber City, provided that best efforts should be made to not exceed the 10% grade requirement.
5. Trail connections shall be allowed for off-site public trails to connect to Red Ledges public trails at the five locations shown in Exhibit 2. With the approval of Red Ledges, Heber City and Wasatch County, additional connections beyond those shown in Exhibit 2 may be made within the Open Space Area that will be dedicated to Wasatch County, but not within the area of subdivision lots. Additional connections from off-site to the public trails through the Heber City Park may be allowed.
6. There shall be a 20' minimum width public trail easement dedicated on all plats over all public trails. However, all public trail easement plat dedications for back country trails, as identified in Exhibit 2, shall have a 10' minimum width.
7. The trail crossing at the 90 degree bend on the bypass shall be constructed in accordance with accepted standards approved by Heber City. Generally, the standards entail street surface painting (i.e. double white lines), ADA compliant curb cuts on each side of the road that are 8 feet wide, a sign for each direction of traffic to warn about pedestrians, a public trail sign on each side of the street, and adequate night lighting.
8. Except as provided herein, trail surfaces are to conform and be constructed by the developer to the profile standards shown on Exhibit 4 (asphalt, crushed rock etc).
9. As agreed in the subdivision agreement, public trails will be maintained by Heber City.
10. Except as expressly amended herein, the terms and provisions of the Interlocal Agreement dated February 21, 2007, and as amended by the First Amendment dated _____, remain in full force and effect.

IN WITNESS WHEREOF the Parties hereto have executed this Second Amendment to the Agreement on the dates reflected opposite their respective signature elements as follows:

WASATCH COUNTY A POLITICAL SUBDIVISION UNDER THE STATE OF UTAH

By: _____
Mike Davis, Wasatch County Manager

Jan 14 2013 ~~2009~~
Date

HEBER CITY A POLITICAL SUBDIVISION UNDER THE STATE OF UTAH

By: _____
David Phillips, Mayor

Jan 14, 2013 ~~2009~~
Date

ATTEST:

Michelle Kellogg
Heber City Recorder

TWIN CREEKS SPECIAL SERVICE DISTRICT A POLITICAL SUBDIVISION UNDER THE STATE OF UTAH

By: _____
Manager, Twin Creeks Special Service District

1/14 2013 ~~2009~~
Date

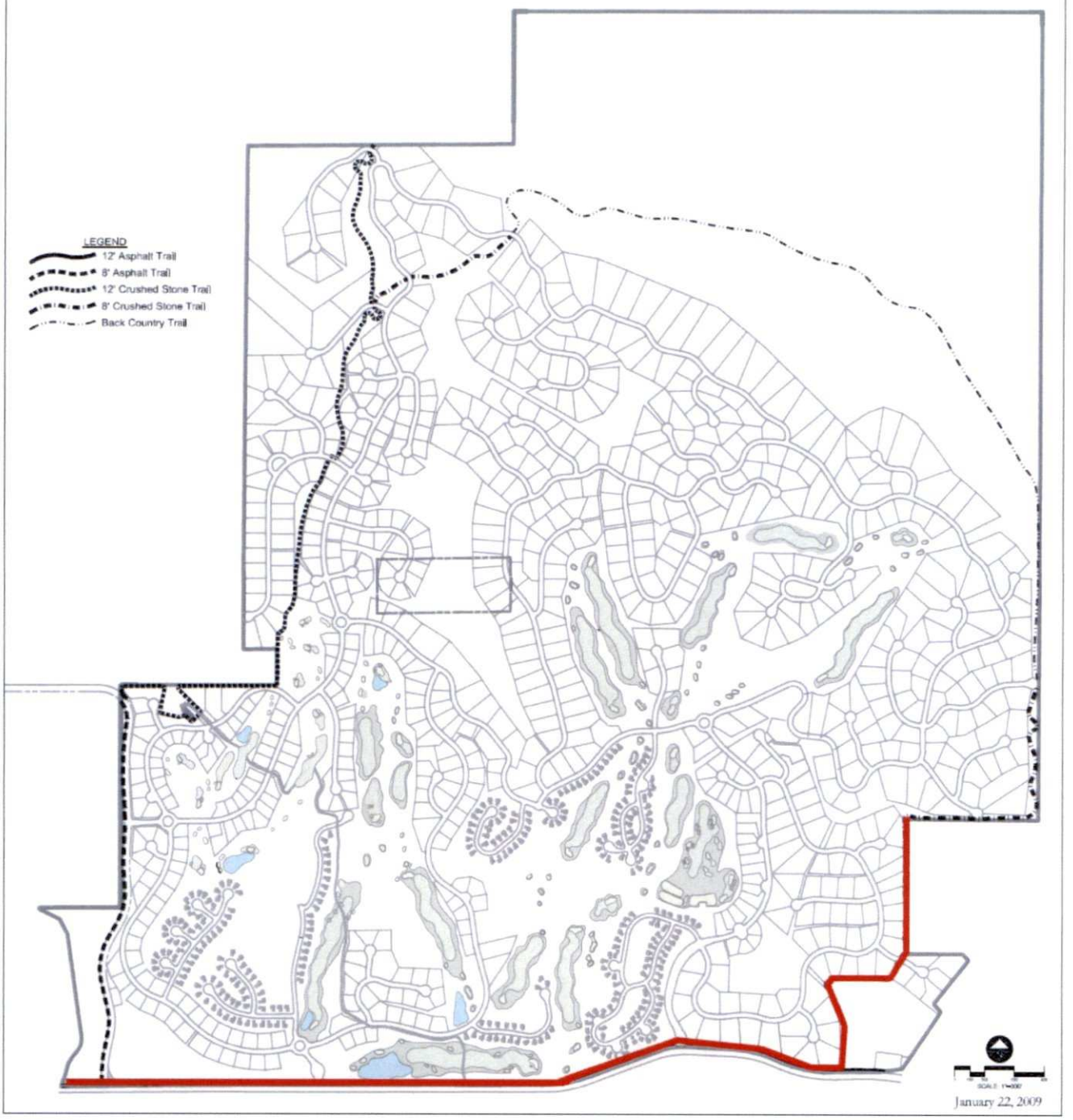
RED LEDGES LAND DEVELOPMENT, INC:

By: _____
Todd Cates, Vice President

1/14/2013 ~~2009~~
Date

Exhibit 1

Phase 1 Trails are marked in red

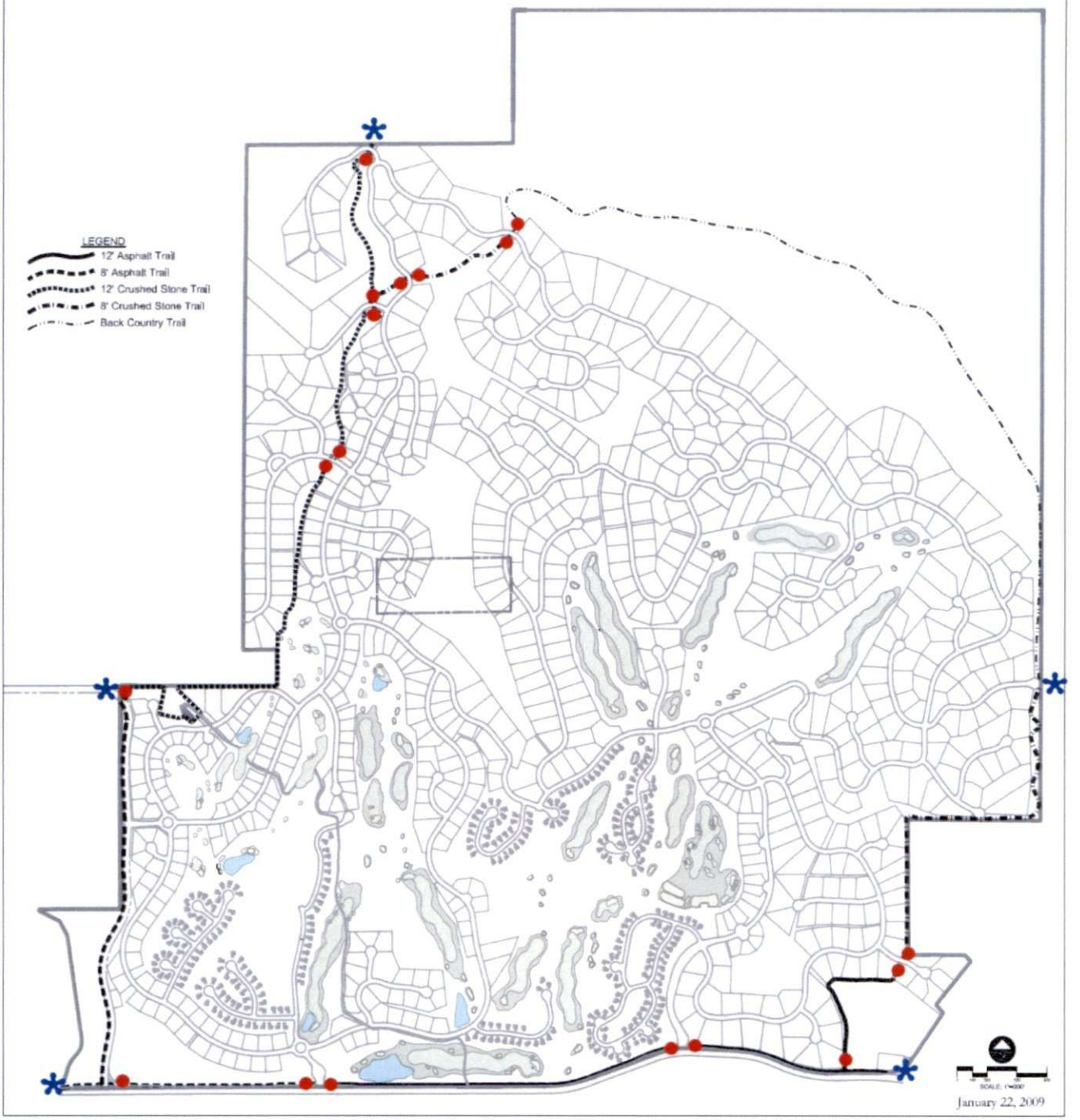


Red Ledges Recreational Community

Public Trails Plan

Exhibit 2

- "Public Trail" Sign Locations
- Public trail connection points



Red Ledges Recreational Community
Public Trails Plan

Exhibit 3
All public trails

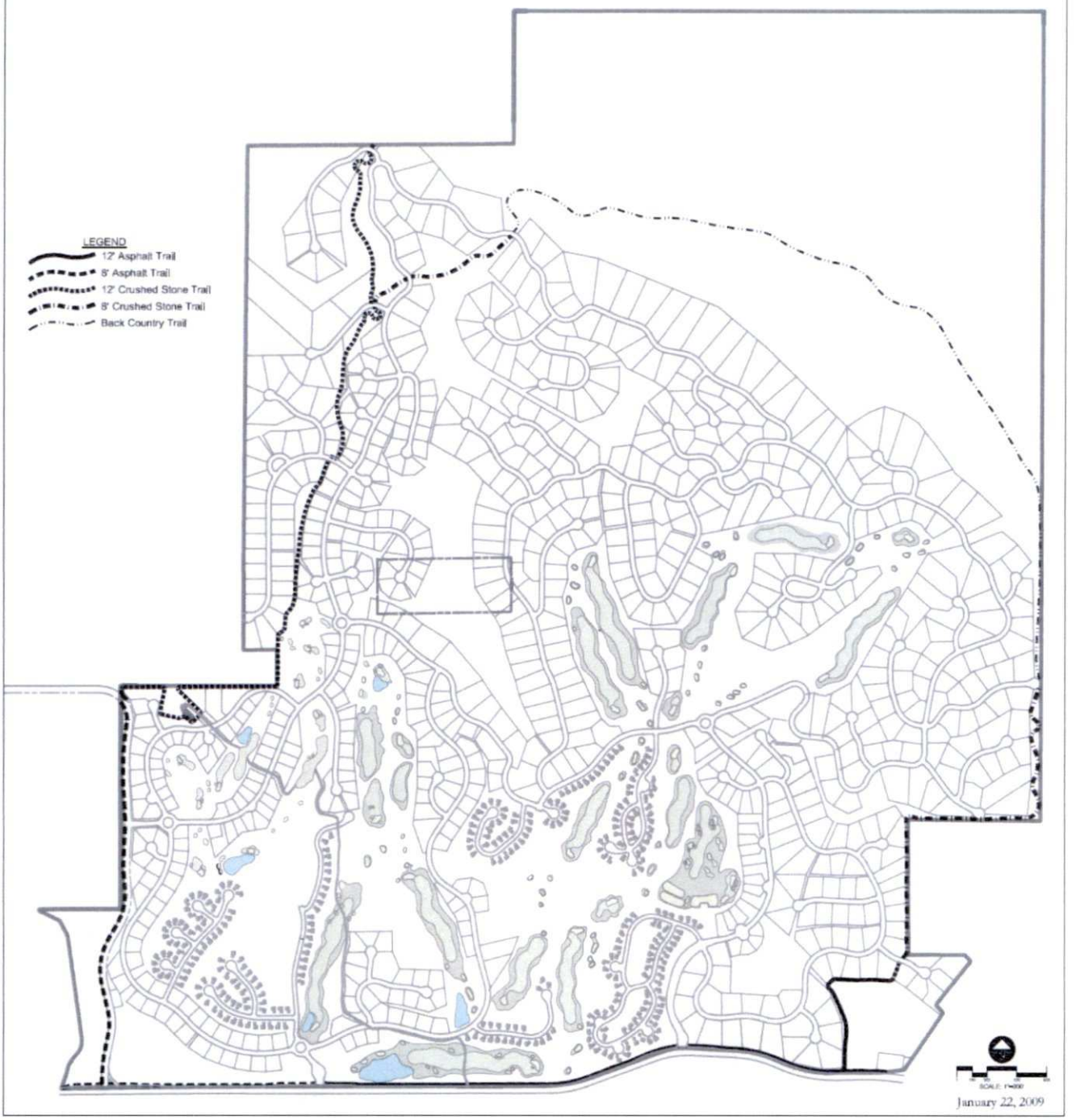
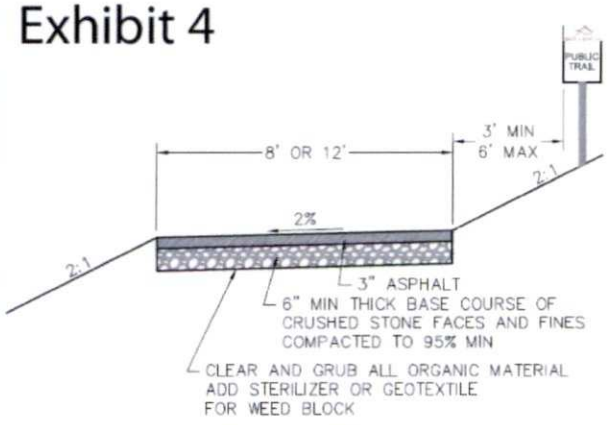
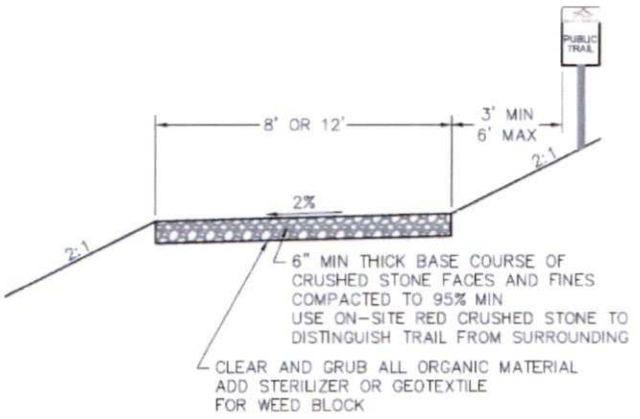




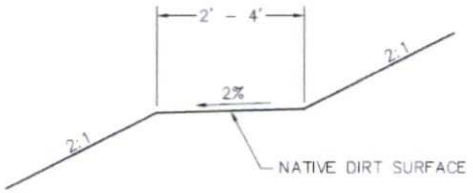
Exhibit 4



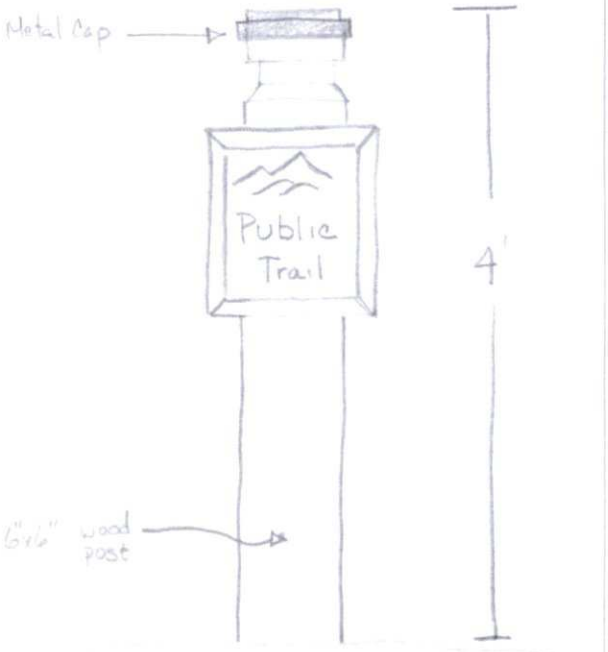
ASPHALT TRAIL - NTS



CRUSHED STONE TRAIL - NTS



BACK COUNTRY TRAIL



PUBLIC TRAIL SIGN



Heber City Council Staff Report

MEETING DATE:	8/6/2024
SUBJECT:	Public Hearing for Ordinance 2024-16, adopting proposed modifications to the City's Annexation Policy Plan Expansion Area Map
RESPONSIBLE:	Tony Kohler
DEPARTMENT:	Planning
STRATEGIC RELEVANCE:	Community Development

SUMMARY

The City Council asked the Planning Commission to provide a recommendation on a potential amendment to the City's Annexation Policy Plan by including the Wellberg Property as part of the Expansion Area Map. The Planning Commission held a Public Hearing on June 25 and invited the affected entities to comment, including Wasatch County and the Twin Creeks Special Service District. On July 9, the Planning Commission recommended approval of the amendment to the Expansion Area Map to include the Wellberg property as well as the Baum property near the intersection of Highway 40 and Highway 32. Questions for Council include:

- Should Council adopt Ordinance 2024-16, adopting the proposed modification to the City's Annexation Policy Plan Expansion Area Map?

RECOMMENDATION

Staff recommends Council hold the public hearing on August 6. If no public comment is received contrary to the proposed amendment, staff recommends Council approve Ordinance 2024-16.

BACKGROUND

The City has accepted a petition for annexation of the Wellberg property (see exhibits). Currently, the City's Expansion Area Map which is part of the City's Annexation Policy Plan, does not include the Wellberg property. Utah State Code Section 10-2-401.5 (see exhibits) identifies the process for amending this policy, which requires (1) a public meeting with the Planning Commission and Affected

Entities (county, special districts, etc.); (2) a public hearing with the Planning Commission and Affected Entities; and (3) a public hearing with the City Council and Affected Entities. April 9 was the first meeting of the process to amend the Annexation Policy Plan, and its purpose, as per Utah State Code was to allow affected entities to examine the proposed addition to the Expansion Area Map and provide input on it. The Baum family reached out to the City during this process and asked the City to add the remainder of their property to the Expansion Area Map (see attached maps). On June 25, the Planning Commission held a public hearing and invited the Affected Entities to comment. Thus far, no additional comments have been received from the County or the Twin Creeks/North Village Special Service. On July 9, the Planning Commission recommended approval of the proposal to update the Expansion Area Map to include the Wellberg and Baum properties.

DISCUSSION

The City has accepted a petition for annexation of the Wellberg property (see exhibits). Currently, the City's Expansion Area Map which is part of the City's Annexation Policy Plan, does not include the Wellberg property. Utah State Code Section 10-2-401.5 (see exhibits) identifies the process for amending this policy, which requires (1) a public meeting with the Planning Commission and Affected Entities (county, special districts, etc.); (2) a public hearing with the Planning Commission and Affected Entities; and (3) a public hearing with the City Council and Affected Entities. April 9 was the first meeting of the process to amend the Annexation Policy Plan, and its purpose, as per Utah State Code was to allow affected entities to examine the proposed addition to the Expansion Area Map and provide input on it. The Baum family reached out to the City and asked the City to add the remainder of their property to the Expansion Area Map (see attached maps). On June 25, the Planning Commission held a public hearing and invited the Affected Entities to comment. Thus far, no additional comments have been received from the County or the Twin Creeks/North Village Special Service. On July 9, the Planning Commission recommended approval of the proposal to update the Expansion Area Map to include the Wellberg and Baum properties.

FISCAL IMPACT

None.

CONCLUSION

The proposed update to the Annexation Policy Plan Expansion Area Map is consistent with the General Plan and the MOU between Wasatch County and Heber City.

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue
I move to **continue** the item to another meeting on , with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:
Alternative 4 - Denial
I move to **deny** the item with the following findings.

ACCOUNTABILITY

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

EXHIBITS

1. Ord 2024-16 Annexation Policy Plan
2. MOU
3. Baum Addition
4. Wellburg Addition

ORDINANCE NO. 2024-16

AN ORDINANCE UPDATING THE ANNEXATION POLICY PLAN EXPANSION AREA MAP.

BE IT ORDAINED by the City Council of Heber City, Utah, the Heber City Annexation Policy Plan Expansion Area Map is updated as illustrated in Exhibit A.

This Ordinance shall take effect immediately upon approval.

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

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

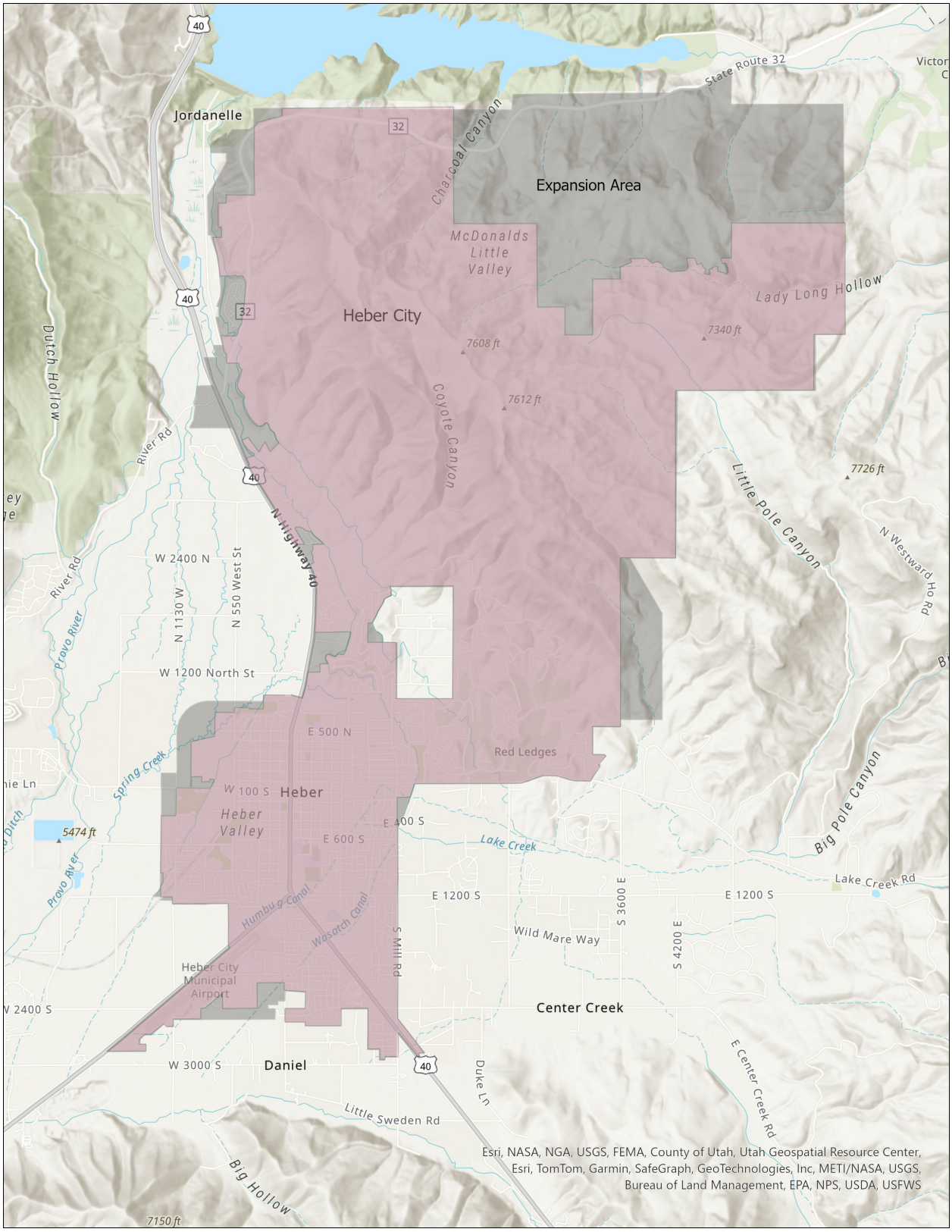
APPROVED:

_____
Mayor Heidi Franco

ATTEST:

_____ Date: _____
RECORDER

EXHIBIT A


Jordanelle
State Route 32
Charcoal Canyon
Expansion Area
McDonalds Little Valley
Heber City
Lady Long Hollow
7340 ft
7608 ft
7612 ft
Coyote Canyon
Dutch Hollow
River Rd
N Highway 40
7726 ft
Little Pole Canyon
N Westward Ho Rd
W 2400 N
N 1130 W
N 550 West St
Provo River
W 1200 North St
E 500 N
Red Ledges
Spring Creek
W 100 S
Heber
Heber Valley
5474 ft
E 400 S
E 600 S
Lake Creek
Big Pole Canyon
Lake Creek Rd
E 1200 S
Humbug Canal
Wasatch Canal
S Mill Rd
S 3600 E
S 4200 E
Wild Mare Way
Heber City Municipal Airport
Center Creek
W 3000 S
Daniel
Duke Ln
E Center Creek Rd
Little Sweden Rd
Big Hollow
7150 ft
Esri, NASA, NGA, USGS, FEMA, County of Utah, Utah Geospatial Resource Center, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA, USFWS

HEBER CITY EXPANSION AREA MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN WASATCH COUNTY
AND HEBER CITY

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between Wasatch County, whose address is 25 North Main Street, Heber City, Utah 84032, and Heber City Corporation, whose address is 75 North Main Street, Heber City, Utah 84032.

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which Wasatch County and Heber City will implement multi-jurisdictional annexation, land use and utility service policies.

3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties' respective counties or municipalities and shall remain in full force and effect for not longer than 30 years This MOU may be terminated, without cause, by either party upon 60 days written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

4. **Responsibilities of Wasatch County.**

   a. Invite Heber City Planning to Development Review Committee Meetings when urban development is proposed within the City's Expansion Area as shown in Exhibit A.

   b. Invite Heber City Planning Department to Public Hearings involved in amendments to zones, ordinances and standards affecting properties within the City's Expansion Area.

   c. The North Village Special Service District (NVSSD), Twin Creeks Special Service District (TCSSD) and Jordanelle Special Service District (JSSD) agree to provide and maintain all water, secondary water, and sewer service within their respective service areas, unless those districts and Heber City mutually agree at the time of development that these services should be provided in another manner.

   d. Ask property owners proposing urban development within the City's Expansion Area to first talk with Heber City regarding development in the City

e. At the request of Heber City, agree to leave an unincorporated island for Wasatch View Estates through the annexation process if there are a significant number of property owners who object to being annexed into Heber City.

f. Continue to accept open space dedications by Jordanelle Ridge, with the intent to maintain it as open space in perpetuity with the only allowed improvements being back country trails. County may enter into agreements with a third party open space holder.

g. County will review all improvements outside of City and may or may not require dedication of roads. If streets are constructed and dedicated to County standards outside of City limits, the County will accept such dedication and maintain them.

h. The Wasatch County Fire District will perform all fire inspections related to development in special service district areas, and will collect the same fire inspection fees that are assessed on a county-wide basis.

5. **Responsibilities of Heber City.**

a. Invite Wasatch County Planning and its Special Service Districts and Fire District to all Development Review Committee Meetings when development is proposed within Special Service District areas as shown in Exhibit B.

b. Invite Wasatch County Planning to Public Hearings involved in amendments to zones, ordinances and standards affecting properties within Special Service District areas.

c. Involve Wasatch County in the review of annexations within Special Service District areas to analyze the following public service issues:

1) Consideration for regional county park facilities and open space.

2) Consideration for dedication of Fire Stations.

3) Consideration for Sewer, water and irrigation.

4) Consideration for dedication of elementary, middle, and high school sites.

5) Consideration for other necessary public facilities provided by each of the parties.

d. Require proposed development within special service district areas to be reviewed by the Wasatch County Water Board prior to granting of development approvals.

e. Require receipt of payment for fire district and special service district fees prior to issuance of building permits.

f. Require all final subdivision plats be signed by the appropriate special service district.

g. Maintain entitlement requirements for projects annexed into the city including but not limited to requirements for open space, trails, architectural standards, landscaping, densities etc., unless both parties agree that such changes would be more beneficial to the County and City.

h. Permitted residential densities within special service district areas shall be in accordance with vested rights and/or adopted codes.

i. Involve Wasatch County in the review of proposed annexations and developments within special service district areas to ensure developers dedicate the appropriate required open space as part of their previously approved master plans. Specifically, Jordanelle Ridge (aka Sorenson Properties) has committed to dedicate a significant area of open space to Wasatch County. The development agreement with Jordanelle Ridge is still in force and requires dedication of open space with every plat recorded.

j. Unless agreed to by the county and city, the city will maintain the City's expansion area no further east than Mill Road (aka 1200 East), no further west than the bypass, and no further west than the eastern boundary of the Heber Valley Special Service District sewer fields.

6. **Mutual Responsibilities.**

a. Heber City and Wasatch County are each committed to maintaining the North Fields as an agricultural area. As such, zone changes, municipal annexation and extension of urban services into the North Fields should be avoided, though this is not intended to infringe upon the legislative discretion of either party.

b. Development, and/or annexations along the future bypass will include the acquisition and/or dedication of bypass right of way at a width of 124 feet or current UDOT standards by the applicable entity.

c. Wasatch County will establish a mechanism that provides Heber City with representation to key SSDs that allows input on critical water and sewer issues occurring within or potentially impacting the city.

d. Explore avenues to partner for the purpose of optimizing water and sewer service delivery to achieve redundancy, operational efficiencies and cost savings/avoidance.

e. Heber City and Wasatch County will continue to work on a common affordable housing agreement.

7. **Conflict Resolution.** In the event either party determines there is a conflict in the implementation of these responsibilities, either party may arrange for an interlocal board to be convened to review the matter. Such interlocal board should consist of 3 Wasatch County representatives, including a County Councilman, the County Manager and the County

Planner; and 3 Heber City representatives, including the Mayor, City Manager and the City Planner.

8. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

WASATCH COUNTY

2/4/19

~~Greg McPhie~~, Council Chairman — Date

Danny Goode

HEBER CITY

Kelleen Potter

2/5/19

Kelleen Potter, Mayor — Date

Attest: Heber City Recorder — 2/4/2019 — Date

HEBER CITY CORPORATE Seal WASATCH COUNTY, UTAH

EXHIBIT A: HEBER CITY EXPANSION AREA

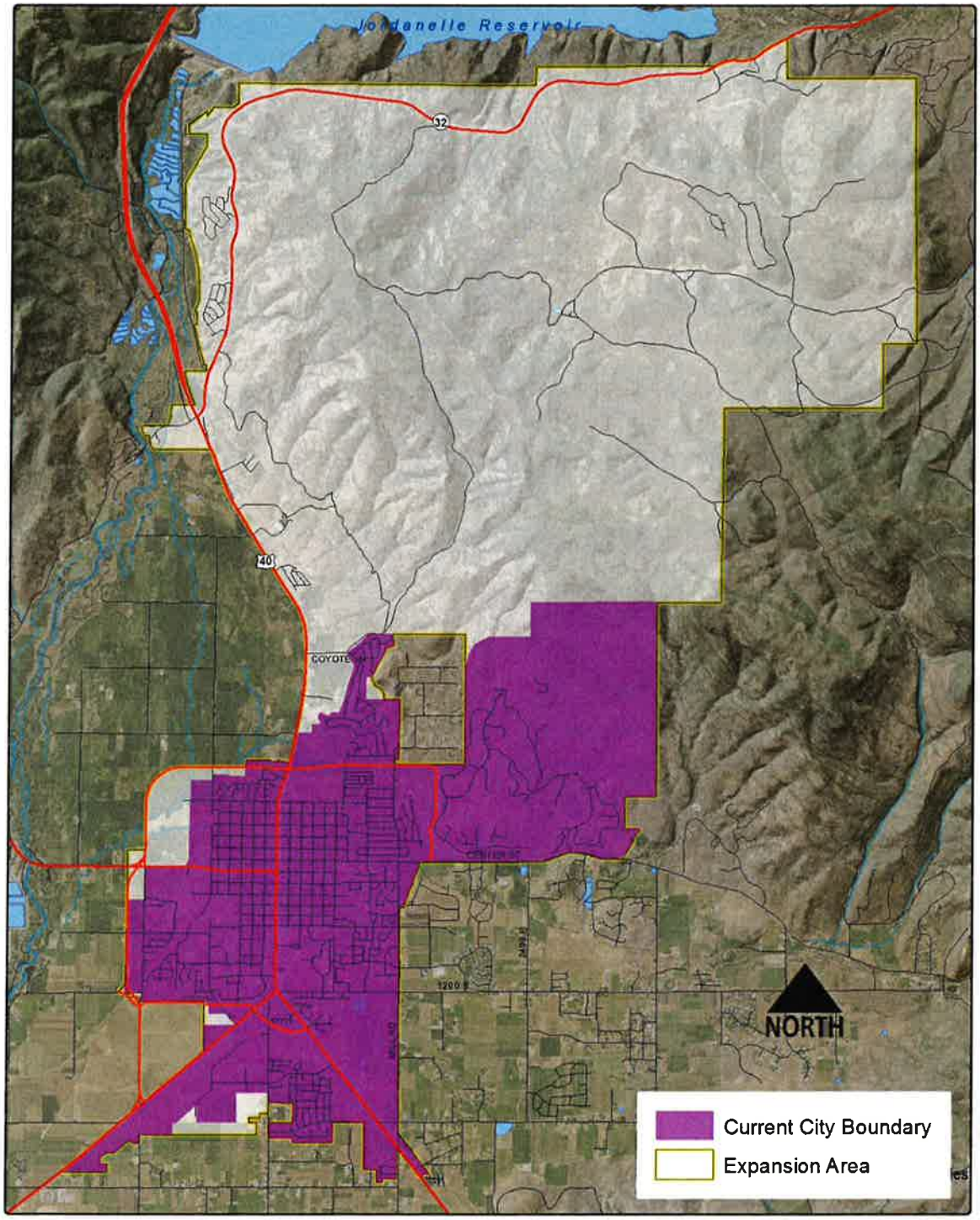
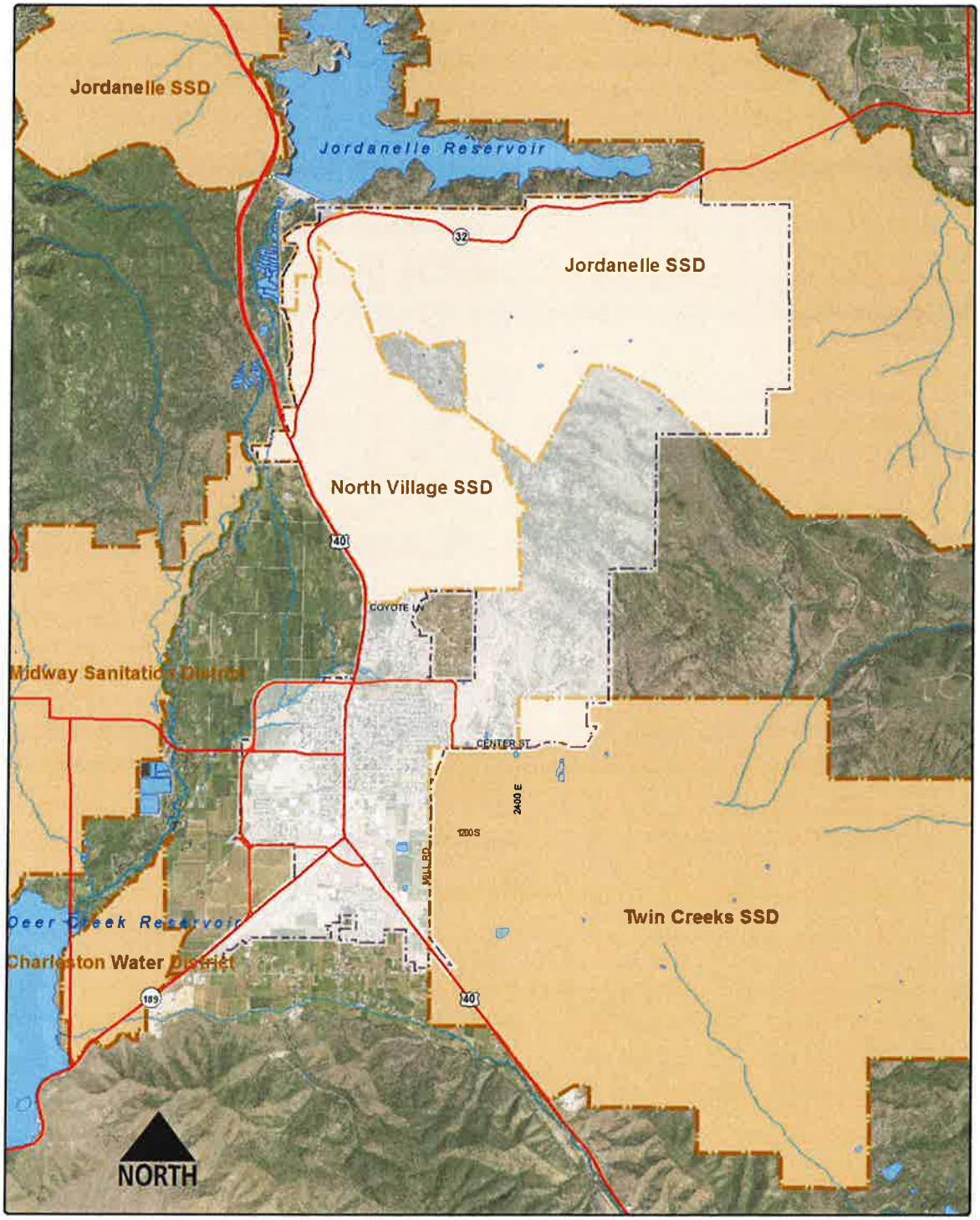
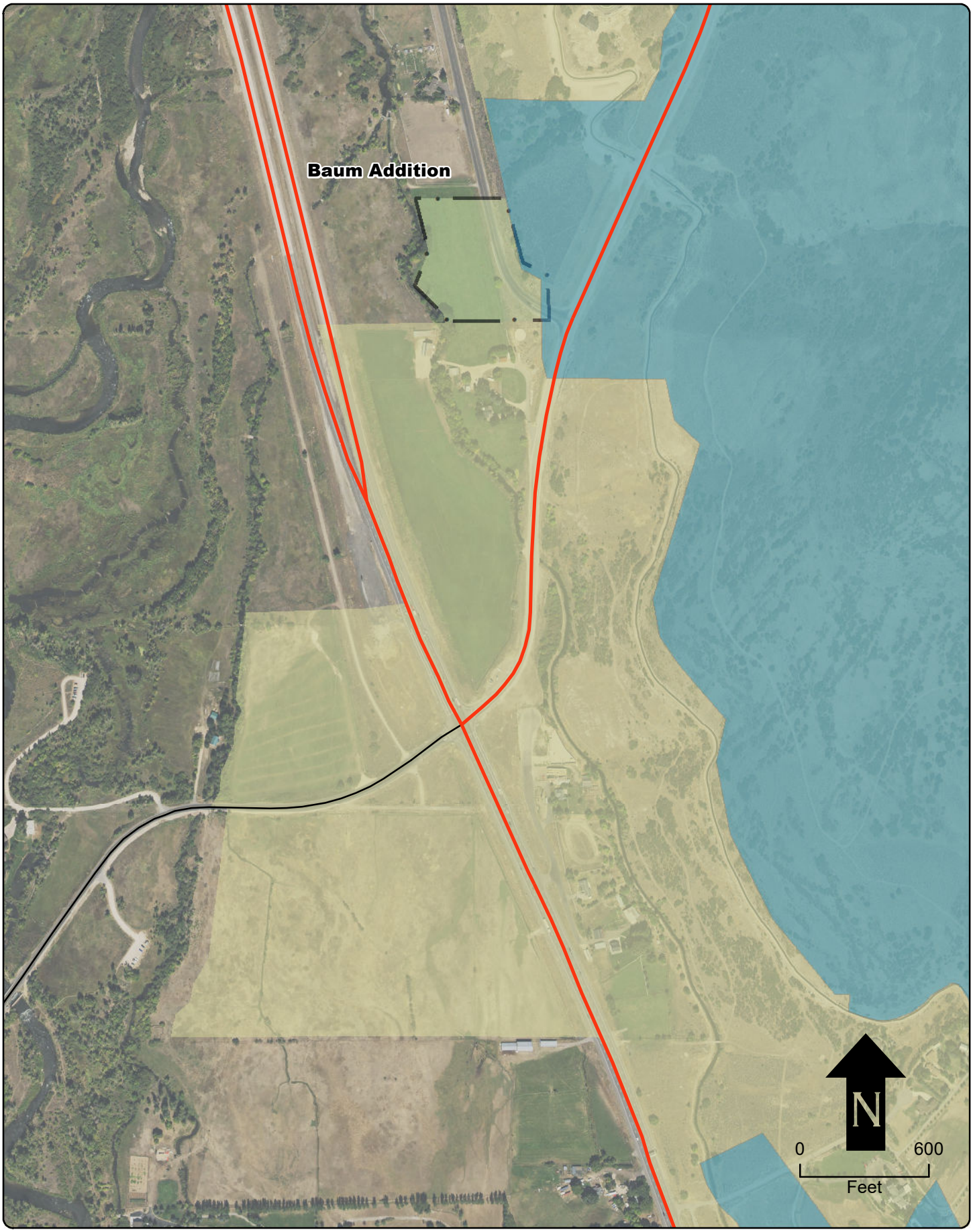


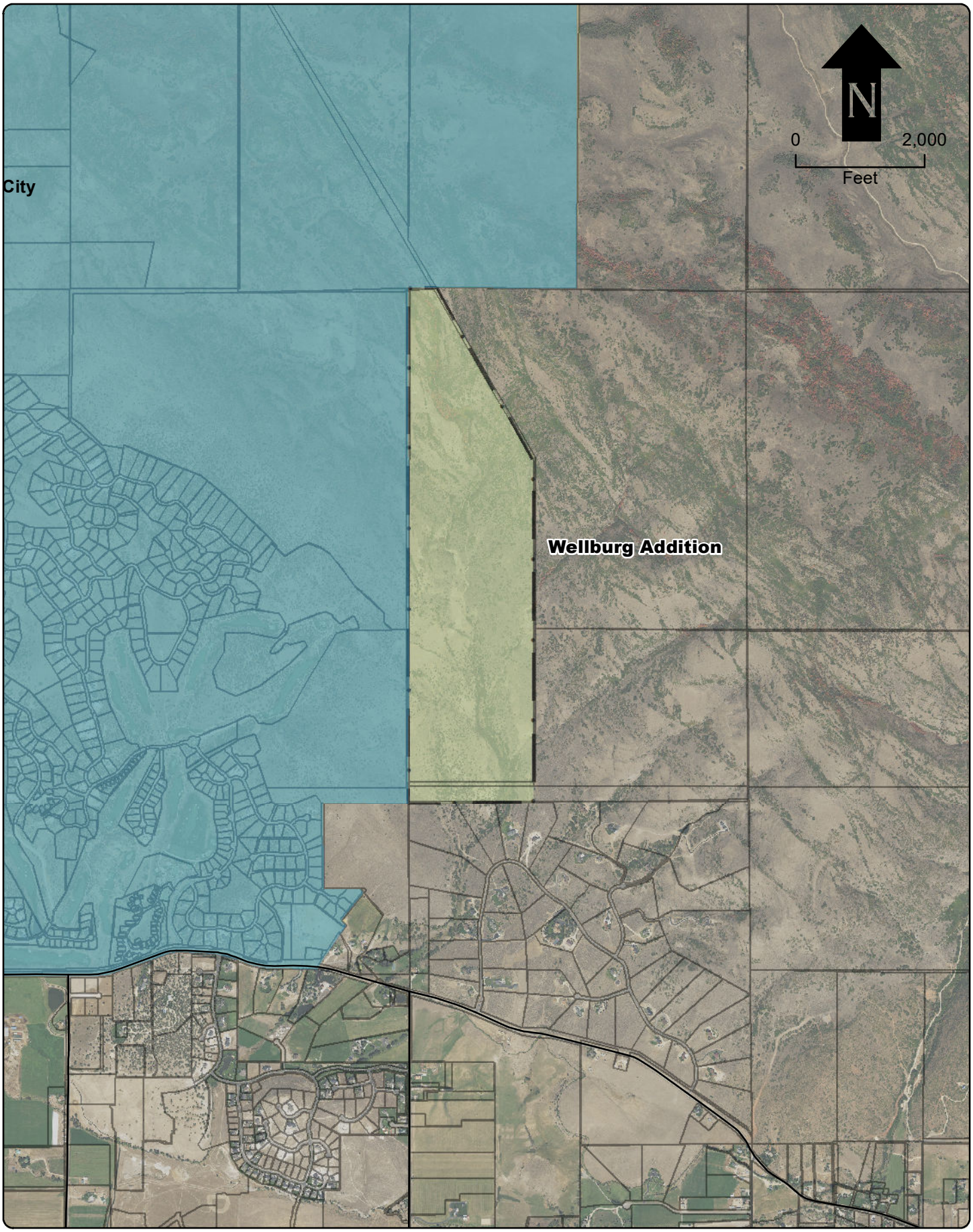
EXHIBIT B: SPECIAL SERVICE DISTRICT AREAS





Heber City Annexation Policy Plan Amendment

April 9, 2024



Heber City Annexation Policy Plan Amendment

April 9, 2024

Heber City Council Staff Report

MEETING DATE: 8/6/2024
SUBJECT: Heber C. Kimball Legacy Foundation Donation Agreement
RESPONSIBLE: Jeremy Cook, Matt Brower
DEPARTMENT: Administrative
STRATEGIC RELEVANCE: Community Development

SUMMARY

The City Council previously discussed the donation of $50,000 toward the purchase of property that includes the original Heber Creeper Train Depot. The agreement details the terms and conditions of the donation.

RECOMMENDATION

Staff recommends approval of the Donation Agreement,

BACKGROUND

The Heber C. Kimball Legacy Foundation requested a $50,000 donation from the City to assist the foundation with the purchase of property that includes the original Heber Creeper Train Depot.

DISCUSSION

The Donation Agreement details the proposed terms of a $50,000 donation to the foundation, including repayment of the donation under certain circumstances.

FISCAL IMPACT

$50,000

CONCLUSION

Staff recommends approval of the Donation Agreement.

75 N Main Street
Heber City, UT 84032
Phone: 435-657-0757
Fax: 435-657-2543
heberut.gov

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue
I move to **continue** the item to another meeting on , with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:
Alternative 4 - Denial
I move to **deny** the item with the following findings.

ACCOUNTABILITY

Department: Administrative
Staff member: Matt Brower, City Manager

EXHIBITS

1. Donation Agreement - Legacy Foundation $50,000 - 4894-4153-5443 - 1

DONATION AGREEMENT

THIS AGREEMENT is made and entered into effective as of the 23rd day of July, 2024, by and among HEBER C. KIMBALL LEGACY FOUNDATION, a Utah non-profit corporation ("Legacy Foundation") and HEBER CITY CORPORATION ("City"). Legacy Foundation and City are each a "Party" and are collectively the "Parties" herein.

Recitals

A. Legacy Foundation has entered into a Real Estate Purchase Agreement (the "REPC") to purchase an approximately .24 acre parcel of property located at 8 South 600 West, Heber City, Utah 84032 from Jack and Diane Nelson (the "Property").

B. The Property includes the original Heber Creeper Train Depot, (the "Depot") which the Foundation intends to restore and make into an attraction open to the public.

C. Subject to the conditions set forth herein, City has approved the donation of Fifty Thousand Dollars ($50,000.00) (the "Donation") to the Legacy Foundation to assist the Legacy Foundation in purchasing the Property.

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual covenants set forth herein, the Parties agree as follows:

1. Donation. City hereby agrees to donate the Donation to Legacy Foundation on or before August 9, 2024.

2. Use of Donation and Potential Return of Donation. Pursuant to the terms of the REPC, upon payment of the Donation to Legacy Foundation, Legacy Foundation shall transfer and pay the Donation to Jack and Diane Nelson (together "Nelsons") as a Refundable Earnest Money Deposit to be applied towards the purchase of the Property. If Legacy Foundation is not able to obtain sufficient funds to purchase the Property within two years, the Earnest Money shall be returned to City by the Nelsons. If Legacy Foundation is able to Purchase the Property, Legacy Foundation shall be required to return the Donation to City upon five (5) business days of any of the following occurring:

A. Within three (3) years of Legacy Foundation closing on the purchase of the Property, Legacy Foundation has not completed renovations of the historic Depot, either on the Property or on a new Property in the vicinity of the current Heber Creeper Train Depot, and the Depot is not open to the public (either for free or for a fee);

B. The Foundation transfers title to the Property or the Depot to a third-party without the written consent of the City; or

C. The Depot is destroyed or falls into disrepair to the extent that renovation of the Depot to substantially its original condition is impossible.

3. Recording of Notice. If requested by City, upon transfer of the Property to Legacy Foundation, Legacy Foundation shall execute a Memorandum of this Agreement prepared by the City to be recorded against the Property that will notify any potential future purchases of the Property of the existence of this Agreement. The Memorandum may include a provision indicating that the terms of this Agreement run with the Property and are binding on any future purchases of the Property, and that City may withhold any future development approval on the Property until the Donation is repaid to the City.

4. No Assignment. No Party hereto may assign its rights and obligations under this Agreement.

5. Due Authorization and Execution. Each Party hereto represents and warrants to the other Party that execution and delivery of this Agreement, and the donation contemplated hereby, have been duly authorized by all necessary association or corporate action.

6. Attorneys' Fees. If any Party is required to bring or maintain any action in law or in equity to enforce any provision of this Agreement, then the prevailing Party to that action shall be entitled to recover, from the breaching Party, all costs and attorneys' fees reasonably incurred as a result of such action.

7. Survival. The provisions of this Agreement shall survive closing of the Property.

8. Run with the Land. It is the intent of the Parties that upon Legacy Foundation purchasing the Property, this Agreement shall run with the Property and shall be binding on any future purchasers of the Property.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment effective as of the day and year first written above.

Heber C. Kimball Legacy Foundation

_____
Jack Nelson, President

_____
Michael Moulton, Board Member

_____
Scott Lythgoe, Board Member

Heber City

By:_____
Matt Brower, City Manager

Attest:

_____

City Recorder

Heber City Council Staff Report

MEETING DATE: 8/6/2024
SUBJECT: Resolution 2024-14 Amending the Personnel Policy
RESPONSIBLE: Cherie Ashe
DEPARTMENT: Human Resources
STRATEGIC RELEVANCE: Community Resiliency

SUMMARY

The Personnel Policy Committee has recommended changes to the Policies & Procedures Employee Handbook. The changes in the Policies & Procedures Employee Handbook are as follows:

1. Employee Referral - Referring employee may receive a total of $500 for referring a successful candidate who is subsequently hired by a separate hiring committee. Referring employee may have no influence on the selection process.
2. Educational Assistance - Longevity of service redefined following tuition reimbursement. Separation of employment <12 months from time of reimbursement, employee owes 50%; for separation of employment < 18 months, employee owes 25% which may be deducted from wages or other amounts owed. Reimbursement contingent upon a grade of B- or better; no more than six semester hours of credit at $5,250 reimbursement amount per semester.
3. Employee Sick Leave donation to another employee who has exhausted leave for illness or injury to care for themselves of for an immediate family member.
4. No requirement to use or lose half of accrued vacation time unless accrued hours exceed the maximum of 240 hours.
5. Cell phone reimbursement amount is standardized at $40 or $20 depending on employee type.
6. Vehicle Allowance of $800 for frequent travelers of personal vehicles and $400 for less frequent travelers of personal vehicles.

RECOMMENDATION

Staff recommends approval of Resolution 2024-14 adopting the Amended Personnel Policy as recommended by the Personnel Policy Committee.

BACKGROUND

The Personnel Committee is tasked with making recommendations to the City Council for issues impacting employee reimbursements and allowances within the scope of the Personnel Handbook. The Personnel Committee meets monthly with issues brought forth by employees to their representatives. As per Section 1.3, the Personnel Committee consists of a representative from each building as elected by their peers, the Public Works Director, the Chief of Police, the City Attorney, and two City Council members appointed by the Mayor, and one non-voting City Manager. The Personnel Committee makes recommendations to the governing body concerning most policies, relevancy, allowances, reimbursements, and benefits for all City employees.
In a recent meeting, the City Council discussed the Vehicle Allowance policy, asking the Personnel Committee to review and make recommendations. Other recommended updates to policies serve to provide clarification.

DISCUSSION

The recommendation for the policy updates represents updated current market demands and comparisons to neighboring jurisdictions. Best practices are more standardized with straight-forward allowances and to include more clarifying language.

1. Employee Referral - Given the difficulty in finding qualified candidates for the recruiting process, current employees are incentivized to refer potential candidates to the City. The Personnel Committee is recommending a $500 employee referral. Other jurisdictions offer up to $2,000 for employee referral bonuses.
2. Educational Assistance - Better defines requirements for employees to remain on staff after the most recent tuition reimbursement. This ensures the City maximizes its return on investment and not have an employee leave before the City realizes the benefit of the employee's education.
3. Leave donation for illness or injury. Some employees have exhausted their leave time with serious medical conditions and/or illnesses and the new policy will allow employees to donate leave to their peer employees for such matters.
4. No requirement to use or lose half of accrued vacation time unless accrued hours exceed the maximum of 240 hours. Such requirement is redundant, confusing and does not serve a clear purpose, as the 240 maximum accrual already ensures that vacation time will not be excessively banked by employees.
5. Cell phone reimbursement amount is standardized at $40 or $20 depending on employee type. This simplifies the policy and better reflects current conditions.
6. Vehicle Allowance of $800. The new vehicle allowance now more currently reflects cost of living and inflation since policy has not been updated in more than 6 years.

FISCAL IMPACT

A detailed fiscal analysis cannot be generated due to the complexity and diversity of pay, time and job descriptions. The proposed changes will benefit the City with lower recruitment costs, improve employee retention and satisfaction with modernized policies for standardized application.

For the cost of Vehicle Allowance, four full-time employees at $800 and one less frequent traveler at $400 equals an impact of $3600 monthly to the City.

CONCLUSION

The proposed amendments ensure:

- The City's Personnel Policies will be more transparent and clear; and
- The City will have a better ability to attract and retain staff.

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue
I move to **continue** the item to another meeting on , with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:
Alternative 4 - Denial
I move to **deny** the item with the following findings.

ACCOUNTABILITY

Department: Human Resources
Staff member: Cherie Ashe, Human Resources Director

EXHIBITS

1. Summary of Proposed Changes
2. Resolution 2024-14 Personnel Policy - 4875-2608-0468 - 1
3. Personnel Policy as of 07.31.2024

NEW - Article 4 Section 4.4 of the Policies and Procedures Employee Handbook "The City Manager may provide a bonus or other benefit for the referral of City employees". The referring employee is awarded a total of $500; $250 after 30 days of new hire and $250 after successful release from probation.
AMENDING - Article 6.1 Education Assistance tuition reimbursement up to six semester hours, up to $5,250 per semester; passing grade of B- or better; repayment of reimbursement may be deducted from the final paycheck; employment must extend beyond 18 months from the most recent reimbursement, and employees must remain in good standing.
AMENDING - Article 13.13 C. Deleting "a maximum of one half of the employee's yearly vacation may be accrued in any anniversary year". Article 13.14 F. Any eligible employee may donate hours to an anonymous sick leave pool to be used by employees with exhausted sick or vacation leave to care for themselves or an immediate family member. Article 13.18 C. Deleting "compensation for this position will be the average hourly wage of a maintenance working for the Public Works Department and the average hourly wage of an animal control officer for an 8 hour period.
AMENDING Section 14.8 2 G. Standardized cell phone reimbursement amounts to $20 per part-time employee, $40 per full-time employee per month.
NEW - Section 13.34 Vehicle Allowance Policy establishes $800 monthly or a reduced amount depending on mileage.

RESOLUTION NO. 2024-14

A RESOLUTION ADOPTING UPDATES TO THE HEBER CITY PERSONNEL POLICY

WHEREAS, the Heber City Personnel Policy establishes policies and procedures for City employees;

WHEREAS, the City's personnel committee has reviewed the Personnel Policy and suggested a number of proposed changes to the Personnel Policy;

WHEREAS, the proposed changes to the Personnel Policy update a number of sections of the Personnel Policy;

WHEREAS, the City Council finds that the proposed changes to the Personnel Policy are beneficial to the employees and City and update, clarify and streamline a number of policies and procedures; and

NOW THEREFORE, BE IT RESOLVED by the City Council of Heber City, Utah, that the Heber City Council adopts the updated Personnel Policy attached hereto as Exhibit A.

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

ADOPTED AND PASSED by the City Council of Heber City, Utah, this _____ day of _____, 2024. This Resolution shall become effective upon adoption and passage by the City Council.

HEBER CITY
A Utah Municipal Corporation

_____
Heidi Franco, Mayor

ATTEST:

_____
Trina Cooke, City Recorder

(city seal)

4875-2608-0468, v. 1

EXHIBIT "A"

Heber City Corporation

Heber City Policies & Procedures

Adopted September 19, 2023

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2. During an investigation to determine the facts upon which disciplinary action may be imposed, the City Manager, or designee, may place an employee on administrative leave. 39

3. An independent third party may be used to conduct an employee investigation. 40

B. Imposing Disciplinary Action 40

1. The City Manager, or designee, shall conduct disciplinary action in a consistent manner. The procedure need not be elaborate but only fair and reasonable. 40

2. Each employee shall be afforded access to Heber City rules, policies and procedures....40

3. In determining the type of severity of the disciplinary action, the City Manager, or designee, may consider aggravating and mitigating circumstances which include, but are not limited to, the repeated nature of misconduct; prior disciplinary action imposed; the severity of the misconduct; the employee's work record; the effect on City operations; and/or the potential of the misconduct to harm person(s) or property....40

4. For disciplinary action, other than a verbal reprimand or suspension with pay, the City shall, within five (5) business days of the disciplinary action, provide a written notice of disciplinary action. The written notice may be delivered by mail, email or hand-delivery. If the City is unaware of the current location of the employee, delivery by the means that the City decides is most likely to reach the employee shall be adequate. The written notice of disciplinary action shall generally include:....40

a. The grounds for disciplinary action, including a description of the misconduct for which the disciplinary action is being imposed;....40

b. Any prior disciplinary action imposed;....40

c. The effective date and duration of the disciplinary action; and 40

d. The corrective action necessary, if any, for the employee to avoid further disciplinary action. 40

5. The City Manager, or designee, may note the disciplinary action on their personal notes at the time the disciplinary action is imposed and/or on the employee's performance evaluation form. 40

Section 10.4 Appeals 40

A. Trial period employees have no appeal rights. 41

B. Employees have no "verbal warning" appeal rights. 41

C. Any merit employee who receives a disciplinary action in excess of a verbal warning (i.e. written reprimand, suspension with or without pay, involuntary transfer, or discharge) may request an informal meeting with the City Manager to discuss the disciplinary action within five (5) business days of the written notice of the disciplinary action. The meeting request shall be made in writing to the Human Resource Manager. The City Manager may request that the City Human Resources Manager, City Attorney or any other person be present at the meeting. The employee may have an attorney or other individuals invited by the employee present at the meeting. The City Manager shall provide written notice to the employee that the City Manager has either upheld the disciplinary action or has amended the disciplinary action. The City Manager's written notice does not require any justification for the City Manager's decision or any other findings of fact or conclusion of law. .. 41

D. In accordance with Utah Code § 10-3-1106, an employee, other than an employee described in Utah Code § 10-3-1105(2), who is discharged, suspended for more than two days without pay, or involuntarily transferred from one position to another with less remuneration for any disciplinary reason shall have the right to appeal the disciplinary action imposed to the Appeals Hearing Officer. 41

1. An employee must submit their written notice of appeal to the Human Resources Director within ten (10) calendar days of the original disciplinary action or the City Manager's written notice (if the employee timely requests an informal meeting with the City Manager) or an employee will be deemed to have waived all appeal rights. 41

2. The Appeals Hearing Officer shall conduct a hearing in which both the City and the employee shall be entitled to present evidence and arguments. The Appeals Hearing Officer may allow or require briefing by the parties. 41

3. The City shall have the initial burden to establish by a preponderance of the evidence that the disciplinary action was reasonable and justified in accordance with Section 10.1. Whether the disciplinary action was reasonable and justified shall be reviewed under an abuse of discretion standard. See State v. Larsen, 865 P.2d 1355, 1361 (Utah 1993) ("Under [the abuse of discretion] standard, we will not reverse unless the decision exceeds the limits of reasonability."). 41

4. If the appeal board or hearing officer finds in favor of the employee, the appeal board or hearing officer shall provide that the employee shall receive: 41

(i) the employee's salary for the period of time during which the employee is discharged or suspended without pay less any amounts the employee earned from other employment during this period of time; or 41

(ii) any deficiency in salary for the period during which the employee was transferred to a position of less remuneration 41

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Article 1

ESTABLISHMENT OF PERSONNEL SYSTEM

Sections:

1.1 Provisions Established
1.2 Administration
1.3 Personnel Committee
1.4 Records
1.5 Definition of Terms

Section 1.1 Provisions Established

A personnel system for the City of Heber has been established in Title 2 of the City Municipal Code. This Ordinance established the following basic provisions in the personnel system:

1. A system free from political and personal considerations;
2. Equitable employment without illegal discrimination;
3. Incentives and conditions of employment;
4. Positions classified and compensated on justifiable and uniform basis;
5. Establishment of merit principle;
6. Equal administration of policies and procedures; and
7. A formal plan of adopted policies and procedures.

Section 1.2 Administration

The City Manager shall administer the personnel system as provided by Title 2 of the Municipal Code and as provided by these policies and procedures.

Section 1.3 Personnel Committee

The Personnel Committee, consisting of two members of the legislative body appointed by the Mayor (one being a non-voting member), the City Manager (as a non-voting member), Human Resources Manager, City Attorney, Chief of Police and Public Works Director the year even/odd year nonvoting, and four (4) merit employees shall serve as a review committee of the provisions of the Personnel Ordinance and the policies and procedures promulgated thereunder. The four classified employees shall consist of one representative from the Police and Animal Control Departments, one representative from the Public Works Department, one representative from the Parks/Cemetery Departments, and one representative from the Administrative, Justice Court, Planning, Airport, Building and Engineering Departments. The department representatives shall be elected by the full-time and part-time employees from the departments they represent. Terms for committee members will commence on July 1 and end June 30. The Committee shall make recommendations to the governing body concerning most policies and benefits of all City employees. Provisions that are governed by State and Federal law, pay range, wage compensation policies and working hours are not within the scope of authority of the Personnel Committee. Amendments to these personnel policies may be adopted by the City Council upon recommendation from the Personnel Committee. Any employee can propose an agenda item and related information to the Personnel Committee.

Section 1.4 Records

A. The official personnel record, which may be electronic of each employee shall be kept in the office of the Human Resource Manager and shall contain, as appropriate:

1. Record of application for employment;
2. Reference to transcripts of academic preparation;
3. Personnel Policy Acknowledgment Form;
4. Performance evaluations;
5. References to any disciplinary action or commendation filed in the individual's personnel record;
6. Records of actions affecting employee pay rate, status or standing; and
7. Other applicable items.

B. If a disciplinary action is rescinded or disapproved upon appeal, forms, documents and records pertaining to the case shall be removed from the personnel record within thirty days by or under the direction of the City Manager.

C. Personnel records shall be private data and available for review only to the employee and users authorized by law, or as determined by the City Manager, to have a legitimate "need to know." A record of those reviewing personnel records and information shall be maintained, together with the reasons for access to the records. This record shall be maintained and appropriately indexed by the Human Resource Manager in a separate file titled Authorized Reviews of Personnel Records.

D. Human Resource Manager, upon request, will supply the employee with a copy of any document placed in the employee's file.

E. An employee has the right to review the contents of his/her personnel record in the Office of the Human Resource Manager or the department as governed by law.

F. An individual personnel record may be kept in the department to contain copies of items recorded in the official record and other materials as required by department management. Any such individual record shall be considered a supplement to the official record and shall be subject to the rules governing personnel records.

G. Requests for confirmation of employment, dates of employment, job descriptions, and salaries (other than withholding information) will be treated as public information.

Section 1.5 Definition of Terms

All terms, phrases and words used in these policies and procedures shall have the meanings as defined in this section or as defined by common usage.

Appeals Hearing Officer. The Appeals Hearing Officer shall be a member of the Utah State Bar who is appointed by the Mayor. The Mayor may appoint one or more alternate Appeals Hearing Officers to handle appeals in the event the primary Appeals Hearing Officer has a conflict of interest or is unable to timely hear the appeal. *See* Utah Code § 10-3-1106.

Applicant. One who appears in person at the City Office Building or place designated and is received by a representative of the City. This individual must have completed an employment application form that designates preference for a particular position and may attach a resume that contains pertinent required data. The person must meet minimum legal requirements for the position being sought.

Appointing Authority. An official or group of officials having the authority legally to make appointment to positions in the City.

Class. A group of positions sufficiently similar with respect to their duties and responsibilities that the same title may reasonably and fairly be used to designate each position allocated to the class, that substantially the same minimum qualifications may be required, and that the same schedule of compensation may be made to apply with equity.

Merit Employee. All full-time and part-time employees which have successfully completed their Trial Service Period. Merit employees, unlike non-merit employees, have the right to appeal adverse employment decisions.

Demotion. Any action taken by a supervisor, City Manager, Mayor, and City Council governing body which results in a reduction in pay or position.

Disabled. One who (1) has a physical or mental disability that, for such individual, constitutes or results in a substantial disability to employment and (2) can reasonably be expected to benefit in terms of employability from vocational rehabilitation services. Also, one who is disabled means one who (1) has a physical or mental impairment that substantially limits one or more of one's major life activities, (2) has a record of such an impairment, or (3) is regarded as having such an impairment. A disabled individual is substantially limited if he is likely to experience difficulty in securing, retaining, or advancing in employment because of a disability. Utah Code § 34A-5-102. and 42 USC 12102

Employee. A person legally holding a position, under any appointment or contract to hire, in the public service of the City.

Exempt Employee. Positions of a managerial, administrative, or professional nature, as prescribed by Federal and State Labor Statutes, shall be exempt from mandatory overtime payment regulations.

Full-time Employee. An employee who works at least 30 hours per week and has been lawfully retained in his/her position after successful completion of the trial service period, providing such position shall have been approved by the City Council.

Governing Body. The Mayor and the City Council of Heber City.

Grievance. A grievance is a dispute regarding the interpretation or application of any rule, regulation, policy, or procedure which exists under the personnel system of the Heber City Corporation, filed by any employee, alleging a violation of the terms, provisions, and/or conditions of his/her employment, except for issues dealing with wages, salaries, benefits, or other financially remunerative matters.

Human Resources Manager. The person who is hired by the City with the consent of the City

Manager to be primarily responsible for handling human resources related issues.

Intermittent Employee. A person who works unscheduled periods, on a non-classified service status, but accrues fringe benefits on a pro-rate basis.

Management. Management includes all supervisory personnel of Heber City.

Non-Grievance. A non-grievance is any matter or action taken by the City or any of its representatives for which relief is provided under the statutes of the State of Utah, or any matter specifically excluded from this set of procedures by provisions included herein, such as wages and salaries, or any policy decisions made by the City Council.

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 number of hours worked. This designation is an at-will position.

Performance Evaluation. Performance evaluations will be conducted annually, or more often as requested by the City Manager. The evaluation will be given by the supervisor of the individual, or by a designate named by the supervisor. Each employee will be evaluated in an objective and equitable manner.

Personnel Committee. An eight (9) member committee, composed of the City Manager (as a non-voting member) and two elected officials appointed by the Mayor and confirmed by the city council (one as a non-voting member), 1 member as either the Police Chief or Public Works Director, the HR Manager, and four (4) employees elected at large by the employees.

Part-Time Employee. A part-time employee is hired without a pre-determined terminal point of employment and is scheduled to work less than full time.

Position Description. A written description of a position, consisting of a title, a description of duties, the essential functions of the job, and minimum qualifications as approved by the City Council.

Promotion. Movement of an employee from one class or position to another class or position having a higher salary range, and a greater degree of responsibility and difficulty.

Temporary Full-Time Employee. A temporary full-time employee is hired with a pre-determined terminal point of employment usually for a period of less than six months.

Temporary Part-Time/Seasonal Employee. A temporary part-time/seasonal employee is hired for a specific period of time usually for a period of less than six months.

Transfer. Movement of an employee from a related class or a related position with the same salary range, or the movement of an employee with his/her current position to another location within the City.

Section 1.6 Employee Code Of Ethics

A. Employees will respect the civil and legal rights of all who are served by the city.
B. Employees, while on duty, shall be respectful, courteous and civil with the public, and each other,

and shall not use course, indecent, profane or unnecessarily harsh language in any public space.

C. All employees shall perform their duties as required or directed by law, city rule, policy, or supervisor. All lawful duties required or directed by competent authority shall be performed promptly as directed.
D. Employees are expected to apply themselves to their assigned duties during the full schedule for which they are being compensated.
E. Employees shall meet standards established in their individual performance plans and report conditions or circumstances that would prevent them from performing their job effectively or completing their assigned tasks. Employees should bring to their supervisor's attention unclear instructions or procedures.
F. Employees are expected to make prudent and frugal use of city funds, equipment, buildings and supplies.
G. Employees shall observe workplace rules.
H. Employees shall not, while on duty, engage in religious discussions or debates to the extent it impacts the good working environment, nor speak disparagingly of the nationality, race or beliefs of any person.
I. No employee shall engage in any act or conduct which violates federal, state, or local laws or ordinances.
J. No employee shall ridicule, mock, deride, taunt, or belittle any person or group of persons, nor willfully embarrass, humiliate, or shame any person.

Article 2

EQUAL OPPORTUNITY AND NON-DISCRIMINATION

Sections:

2.1 General Policy Statement
2.2 Disabled Persons
2.3 Sexual or Gender Based Harassment or Discrimination

Section 2.1 General Policy Statement

A. Heber City does not discriminate in hiring and promotion of employees based upon any protected class as defined by federal or state law.

B. Evaluation of full-time employment candidates will be made on the basis of education, skills, experience, and potential for job performance learning, and ability to be successful.

Section 2.2 Disabled Persons

No qualified disabled person shall, based on a disability as defined in Utah Code § 34A-5-102 be subjected to illegal discrimination in employment under any program or activity sponsored by Heber City covered by the Vocational Rehabilitation Act of 1973 as amended. Heber City's employment decisions will be made to ensure that discrimination based on disability or perceived disability does not occur.

Section 2.3 Sexual or Gender Based Harassment or Discrimination

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

1. Heber City does not tolerate sexual harassment in any form.
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. Records and proceedings of sexual harassment claim, investigations, or resolutions are confidential.
6. All employees, supervisors and management personnel shall receive training on the sexual/gender harassment policy, respect in the workplace training, and grievances procedures.

B. PROHIBITED CONDUCT. The following conduct is prohibited:

1. Any unwelcome or inappropriate sexual behavior, sexual or gender-based remarks or jokes, physical touching, physical advances, or use of implicit or explicit sexual overtones.

2. The implicit or explicit granting, withholding or conditioning of job benefits based on or in exchange for sexual favors or sexual conduct.

3. Repeatedly or inappropriately asking or requesting that a person go on a date or interact outside of work unless the person has clearly indicated a willingness to do so.

4. Creating a hostile or unwelcome work environment, which can occur through any or all of the following general means:
   i. 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. 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 or nonbinary individual.

   iii. 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. 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 may choose to address unwelcome behavior/conduct informally by notifying the Human Resources Manager of the behavior or conduct. The victim may:

(A) Ask the Human Resources Manager for assistance in determining what to say and how to approach the offending employee.

(B) Request the Human Resources Manager accompany the victim when the victims give the offending employee notice.

(C) Ask the Human Resources Manager to give notice to the offending employee, either accompanied by the victim or alone.

2. Formal Action.

a. Formal complains should be in writing to the Human Resources Manager 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.

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

c. The victim should submit formal written complaints to the Human Resources Manager. If the Human Resources Manager is the employee engaging in the offensive behavior, the formal complaint should be submitted to the City Manager.

3. Disciplinary Action. Employees found guilty of sexual harassment may face disciplinary action up to and including termination.

D. MAINTAINING COMPLAINT FILES.

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

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

3. Participants in any sexual-gender or nonbinary 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.

Article 3

HEBER CITY DRUG-FREE WORKPLACE POLICY

Sections:

3.1 Policy Statement
3.2 Definitions
3.3 Prohibited or Required Conduct
3.4 Drug Testing
3.5 Drug Testing-Sample Collection
3.6 Discipline
3.7 Self-referral

Section 3.1 Policy Statement

A. The Governing Body of Heber City finds that a healthy and productive workforce within the city, safe working conditions free from the effects of alcohol and drugs, and high-quality services rendered to the public are important. These circumstances are vital to the functioning of Heber City, the safety of its government employees, and the well-being of the general public.

B. The Governing Body of the City finds that the abuse of drugs creates a variety of workplace problems, including increased injuries on the job, increased absenteeism, increased financial burden on health and benefit programs, decreased employee morale, and a decline in the quality of services rendered to the public.

C. In balancing the interests of the city and its employees and volunteers with the interest and welfare of the general public, the Governing Body of the City finds that implementation of drug free workplace policies, in accordance with state statute, is in the best interest of all parties.

D. In adopting this policy, it is the intent and object of the City Council to be as

comprehensive as possible in addressing the issues of safety, confidentiality, privacy, drug use education, treatment, and the appropriate use of drug testing as described in this policy.

Section 3.2 Definitions

The following definitions shall apply to this Article 3:

A. "Act" means the Local Government Entity Drug-Free Workplace Enabling Act (Section 34-41-101, et seq., U.C.A. 1994, as amended).

B. "Drug" means any substance recognized as a drug in the United States Pharmacopeia, the National Formulary, the Homeopathic Pharmacopeia, or other drug compendia, including Title 58, Chapter 37, Utah Controlled Substances Act, or a supplement to any of those compendia. (See appendix)

C. "Drug testing" or "drug test" means the scientific analysis for the presence of drugs or their metabolites in the human body in accordance with the definitions and terms of this chapter.

D. "Employee" means any person or officer in the service of Heber City for compensation.

E. "Periodic testing" means pre-selected and pre-announced drug testing of employees or volunteers conducted on a regular schedule by Heber City' s designated Medical Review Officer (MRO).

F. "Prospective employees" means any person who has made a written or oral application to become an employee of Heber City.

G. "Random testing" means the unannounced drug testing of an employee or volunteer who was selected for testing by using a method uninfluenced by any personal characteristic other than job category.

H. "Reasonable suspicion for drug testing" means an articulated belief based on recorded specific facts and reasonable inferences drawn from those facts that an employee or volunteer is in violation of this policy.

I. "Rehabilitation testing" means unannounced but pre-selected drug testing done as part of a program of counseling, education, and treatment of an employee or volunteer in conjunction with this policy.

J. "Safety sensitive activity" means any employment position involving duties which directly affect the safety of government employees or the general public, or positions where there is access to controlled substances, as defined by state law, during the course of performing job duties.

K. "Sample" means any sample of urine, blood, breath, saliva, or hair, to be used for drug testing.

L. "Volunteer" means any person who donates services as authorized by Heber City without pay or other compensation except expenses actually and reasonably incurred.

Section 3.3 Prohibited or Required Conduct

A. Employees and volunteers shall not use, possess, distribute, sell, or purchase any illegal drugs or controlled substances.

B. Employees and volunteers shall not use or possess prescription drugs unless such drugs are properly prescribed by a licensed physician and are being properly used for the treatment of an illness or injury. As to any such prescription drugs, the employees or volunteers shall inform the department head or designee and/or City Manager of such medication if it impairs in any manner the employee's or volunteer's performance.

C. No employee or volunteer shall report for a regularly scheduled shift or be on a shift of duty while under the influence of any drug which renders the person incapable of safely and adequately performing job duties or while under the influence of any illegal drug or controlled substance.

D. No employee or volunteer, while on duty, shall operate any vehicle under the influence of any drugs which renders the person incapable of safely and adequately operating the vehicle.

E. Employees and volunteers shall not refuse to submit a sample for drug testing purposes when that sample is requested pursuant to the provisions of this policy.

F. Employees and volunteers shall not engage in off-duty drug use which violates the laws of the United States or the State of Utah or engage in any off-duty drug use which could compromise the employee's or volunteer's ability to safely and adequately perform job duties.

Section 3.4 Drug Testing

A. Pre-hire Testing: All prospective employees shall be given a drug test as part of the pre-employment medical examination. Any prospective employee who is found to be a user of an illegal drug or controlled substance, uses a prescription drug without an authorized prescription, or refuses to take the drug screening test shall be disqualified.

B. Post-accident Investigation: In any circumstances in which an employee or volunteer causes or contributes to the cause of an accident in which damage appears to exceed one thousand dollars ($1,000) or in the case of a motor vehicle accident, a reportable amount, and/or in which a third party is involved or in which personal injury results, he/she shall be given a drug screening test as part of the accident investigation. Notwithstanding the above criteria, an employee may volunteer to take a drug screening test, at the City's expense, for his/her own or for the City's legal protection no matter the results of the accident. The presence of drugs or other metabolites discovered in the drug screening test, or the employee or volunteer’s refusal to submit to the drug screening test, shall result in appropriate disciplinary action.

C. Reasonable Suspicion Testing:

1. The department head, after discussion with the City Manager and Human Resources Manager, may direct that an employee or volunteer submit to a drug screening test under circumstances in which the supervisor has a reasonable suspicion that the employee or volunteer is under the influence of drugs or otherwise in violation of this policy.

2. Circumstances which may constitute a basis for determining a reasonable

suspicion include but are not limited to: a pattern of abnormal or erratic behavior (i.e. a significant change in absenteeism); the direct observation of the employee or volunteer using drugs, possession of drugs at the work site, or the noticeable presence of physical symptoms of drug use (i.e. dilated or pinpoint pupils, unusual changes in speech pattern, restlessness, rapid mood swings, bloodshot eyes, odor of alcohol, unusual euphoria, "nodding off", needle marks, unusual aggressive or bizarre acts, or hallucinations).

D. Rehabilitation Testing: Employees who agree to enter a drug rehabilitation program, either in addition to or in lieu of disciplinary action, shall agree, as a condition of rehabilitation, to submit to such periodic or random drug testing as may appear appropriate. Such drug testing shall be conducted upon the advice of the rehabilitation treatment provider and shall be used to determine if the employee is making adequate progress towards successful rehabilitation.

E. Random Testing of Safety Sensitive Personnel: Employees who work in the following safety sensitive positions shall be subject to random drug tests as a condition of employment: police officers, public works employees, building inspection employees, parks and cemetery employees, and animal control officers. The directors of each department which employs safety sensitive personnel shall follow the random drug testing policies of this policy which specifies testing of a reasonable number of employees each year, including all supervisory and management personnel in those particular job positions.

F. Miscellaneous Testing: Employees and volunteers shall be subject to such other drug testing as may be required by appropriate state or federal laws or regulations, including driver's license examinations and other license or certification requirements. All such drug testing shall be considered a condition of employment.

Section 3.5 Drug Testing-Sample Collection

A. All drug test sample collection and drug testing under the provisions of this policy shall be conducted in accordance with the requirements of the Act and other applicable provisions of state or federal statute or regulation. Sample collection, handling, and transportation procedures shall all be conducted in accordance with the requirements of the law.

B. Any person required to submit to a drug test under the provisions of this policy may, at his option and expense, submit a second drug test sample for further testing in accordance with the provisions of the Act and within two (2) hours of the first test.

C. All drug testing and sample collection procedures under this policy shall be performed under reasonable and sanitary conditions and in such a manner as to ensure the privacy of the individual being tested.

D. In all drug testing and sample collection procedures, any transmittal or reporting of test results shall be conducted with due respect for confidentiality. Drug test activities and result reports may be made available only to supervisors and management personnel with an immediate need to know about those procedures and results. Testing procedures and results may be made available and communicated as needed for the purposes of any disciplinary action or criminal investigation or prosecution. Records regarding test results are generally considered protected documents under the provisions of the Government Records Access and Management Act – Utah Code § 63-2-304.

E. Excess Fluid, Temperature Out-of-Range and Adulterated Samples (Negative Dilute Test

Results): To obtain accurate and reliable test results, the employee or prospective employee must not dilute the urine sample by the ingestion of excess fluids (hereinafter referred to as "Excess Fluids Sample") before providing the sample. A urine sample shall be considered an excess fluids sample if (1) the test results indicated that the urine sample contains creatinine levels less than .2g/L and a specific gravity of less than 1.003 and (2) there is no medically sufficient explanation for such excess fluids, which explanation must be judged as satisfactory to the MRO in his/her sole but reasonable discretion. If a urine sample provided by a prospective employee or an employee is determined after appropriate testing to be an excess fluids sample, the prospective employee or employee shall, at the City's discretion, be required to provide another urine sample at a time and under conditions and requirements that are within the sole discretion of the City. In the event the second sample is determined after appropriate testing to be an excess fluids diluted sample, the prospective employee shall not be offered employment with the City and the employee shall be subject to disciplinary action.

Section 3.6 Discipline

A. If a confirmed positive drug test result indicates a violation of this policy or if an individual refuses to provide a sample in accordance with the provisions of this policy, or otherwise violates this policy, that test result, refusal, or violation may be used as a basis for imposing disciplinary action. Any disciplinary action shall be conducted in accordance with the provisions of the Heber City Personnel Policies and Procedures Manual.

B. Whenever appropriate, rehabilitation of employees who violate this policy should be pursued. The determination whether to proceed with discipline, rehabilitation in addition to discipline, or rehabilitation in lieu of discipline for violations of this policy shall be within the discretion of the department head and/or the City Manager.

C. Any rehabilitation in lieu of or in addition to disciplinary action should be undertaken in accordance with the terms of a written memorandum of understanding or agreement between the City Manager, department head and the employee. The memorandum should set out the expectations which the employee must satisfy, including successful completion of a rehabilitation program; appropriate waiver of confidentiality to permit communication between supervisors and rehabilitation service providers, as needed; periodic rehabilitation drug testing as determined appropriate; an acknowledgment that failure to successfully complete rehabilitation will lead to appropriate disciplinary action; and such further conditions as may be necessary and appropriate.

Section 3.7 Self-referral

Employees are encouraged to refer themselves for drug rehabilitation services to be provided by a certified rehabilitation service provider. Employees who enter drug rehabilitation as a self-referral are encouraged to communicate this fact to their supervisor to determine whether drug use or rehabilitation activities will adversely affect the employee's job performance. Supervisors are encouraged to cooperate and work with employees who are undergoing a self-referral rehabilitation to assist in a successful completion of that rehabilitation. The status of employees in safety sensitive positions must be carefully screened to determine that their rehabilitation activity shall have no potential adverse effect on job duties.

Article 4

HIRING FOR NEW AND VACANT POSITIONS

Sections:

4.1 Procedures
4.2 Veterans Preference
4.3 Nepotism (Hiring of Relatives)
4.4 Employee Referral Program

Section 4.1 Procedures

A. When a position opens in a department or a need arises to create a new position, the department head shall submit notification of the position vacancy to the Human Resource Manager, who will then notify the City Recorder and City Manager to determine if the position is to be filled.

B. Job openings shall first be posted and opened to all employees within the City for five (5) working days. Openings within Heber City Police Department may be open to any part-time or reserve officers before being open to other departments within the City or to the public. (Part-time and reserve officers of the department have already been tested, been through field training, and required to meet the standards of a full-time officer.)

C. If it is determined that there is a need to consider outside applicants, then the Human Resource Manager shall post the opening with Work Force Service and other job boards, and where all City employees will be made aware of the opening. The appointing authority shall provide, in all cases where practicable, that vacancies shall be filled based on ascertained merit and qualification, thus enhancing the City Classified Service by providing upward mobility.

D. The department head/supervisor will review all applications to see who does or does not meet the qualifications. The department head/supervisor will determine which, if any, of the applicants they want to interview by an interviewing board which is set up by the department head. Upon choosing a finalist, the name and recommended salary will be sent to the City Manager for final approval.

E. Offices whose appointment is governed by State law or existing City ordinances are the City Manager, City Recorder, City Treasurer, Chief of Police, City Attorney, Airport Manager and the Justice Court Judge; the appointment, removal and demotion of these officials shall be guided by City Code Section 2 “Administrative and Personnel.” Retention of the Justice Court Judge is subject to Utah State Code 78A-7-203.

F. Upon hiring, an employee shall complete necessary forms including, but not limited to, authorization to work in the U.S, Form I-9, URS certification either ineligible or eligible, W-4 tax forms, and insurance if applicable. These items will be kept in a personnel file in the Human Resource Manager’s office. After an offer is made and before commencing employment with the city, new employees must submit a pre-employment drug screening, and may be subject to background checks which may include, at the discretion of the city manager and/or HR manager, criminal activity, and credit information.

Section 4.2 Veterans Preference

Honorably discharged veterans who have served in the armed forces of the United States during a period of conflict, war, or other national emergencies as defined by congress, and any un-remarried surviving spouse of such honorably discharged veterans shall be preferred for employment, either directly or by contract, if they possess equal qualifications to other applicants for that employment and if they are residence of the State of Utah as recorded in Utah Code § 71-10-2, and § 71-10-3.

Section 4.3 Nepotism (Hiring of Relatives)

A. It is the policy of Heber City to comply with the Anti-Nepotism Clause as stated in the Utah Code § 52-3-1, *et seq*.

B. No appointing authority may employ, appoint, vote for, or recommend the appointment of his or her father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law, when the salary, wages, pay, or compensation of the appointee will be paid from public funds and the appointee will be directly supervised by a relative, except as indicated in Utah Code § 52-3-1, *et seq.*

C. No public officer (a person who holds a position that is compensated by public funds) may directly supervise an appointee who is a relative when the salary, wages, pay, or compensation of the relative will be paid from public funds, except as indicated in Utah Code § 52-3-1, *et seq.*

D. Heber City will consider employment applications from relatives of current employees whenever openings exist for which they are qualified. Hiring decisions, however, will be made solely on the basis of merit and relatives will not receive preferential treatment. Applicants with relatives will not be hired in the same division if the applicant is to be supervised by one of the relatives listed in 4.3 B. An exception may be offered if the department is a conglomerate, such as Public Works with Water, Sewer, Roads, and Fleet.

Section 4.4 Employee Referral Program

A. Purpose. The Employee Referral Program encourages current employees to refer qualified candidates for open positions within Heber City. By leveraging employees' networks, the City aims to attract top talent and enhance the City's recruitment efforts.

B. Eligibility. All regular full-time, part-time, and seasonal employees are eligible to participate in the referral program. Unpaid volunteers and elected or appointed officials are not eligible. Referring employee may not influence the decision or have any involvement in the final decision to hire the referred candidate.

C. Referral Process.

1. Employees can refer candidates who meet the qualifications for specific job openings described in the job posting or announced via Citywide.

2. Referrals must be declared by the candidate and submitted at the time of application with a brief description of their acquaintance.

3. Referred candidates must not be current employees of our organization or employees from the immediate past two seasons or two years depending on the job type (full-time regular or seasonal).

D. Referral Bonus Amount.

1. The referred candidate must accept the job offer and work for a minimum of 30 days before the referring employee is eligible for an initial $250. Following probationary release, the referring employee will receive an additional $250 for a total of $500.

2. Both employees must be active employees for the referring employee to receive the full bonus at the time of payment.

3. For Seasonal employees, the first payment will be 30 days from hire while the second payment will be at the end of the season.

4. Taxes and other deductions will apply as per City policy.

E. Award of Bonus and Change in Policy. The hiring manager and Human Resources will review the request for a referral bonus and may approve, reject or modify the referral bonus. The referral program may be modified or discontinued at the discretion of the City Manager.

Article 5

PROBATIONARY TRIAL SERVICE PERIOD

Sections:

5.1 Trial Services Period
5.2 Time Period and Appointment
5.3 Release of Trial Service Employee

Section 5.1 Trial Services Period

The trial service period or working test period shall be regarded as an integral part of the employment process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to the position, and for rejecting any employee whose performance does not meet the required performance level.

Section 5.2 Time Period and Appointment

All original and promotional appointments of employees shall be tentative and subject to a trial service period of at least six (6) months but may be extended with City Manager approval. All sworn law enforcement officers are subject to a one (1) year trial service period but may be extended with City Manager approval.

Section 5.3 Release of Trial Service Employee

During the trial service period an employee may be released at any time by the department head

and/or City Manager without cause and without the right to appeal except where discrimination is alleged. The department head should consult with the City Manager, Human Resource Manager, and the supervisor (if applicable) before terminating the employment of a trial service employee.

Article 6

TRAINING AND DEVELOPMENT

Sections:

6.1 Educational Assistance
6.2 Conferences, Seminars and Conventions
6.3 Certification Training
6.4 Travel Time

Section 6.1 Educational Assistance

A. Purpose. Heber City recognizes the importance of educational growth of employees for advancing technical and managerial skills. Through the Educational Assistance Program, the City may provide assistance to an employee who undertakes an undergraduate or graduate course of study which is mutually advantageous to the City and to the employee.

B. Employee Eligibility. The employee assistance program is open to all full-time employees who have completed at least six months of continuous service and have completed the Trial Period (formerly known as Probationary Period). Employees must be in good standing, with no formal warnings within the past six months.

C. Programs and Hours. All programs must be directly related to City business or the employee's current or potential future job requirements with the City. All courses must be taken at accredited institutions located in Utah (unless the institution is primarily online and the employee is receiving the equivalent of in-state tuition). Employees cannot be enrolled for more than six credit hours per semester, and all classes must be compatible with the employee's work schedule.

D. Application Process.

1. Pre-Approval:

a. Employees must submit a formal request for educational assistance to the HR Department, which shall provide the request to the relevant Department Head and the City Manager.

b. The request must be submitted by February 1 each year to be considered in the upcoming fiscal year budget and must be submitted prior to taking the courses.

c. The request shall include details of the courses, the institution, the requested amount for tuition and materials reimbursement, and the relevance of the courses and/or degree to the employee's current or future role at the City.

2. Approval:

a. The City Manager, with the advice of the Department Head and HR Department, may approve the request, partially approve the request, or deny the request. The City Manager may also include any conditions on the approval that the City Manager deems appropriate. The City Manager's decision may be based on any factors that the City Manager deems relevant, including, but not limited to, the amount of budgeted funds, the number of other applicants, the employee's longevity with the City, the employee's work history, and whether the City Manager believes the courses will contribute to the employee's employment with the City.

b. The maximum amount of reimbursement for tuition and materials shall not exceed $5,250 per semester. If the employee is entitled to Veteran's educational benefits, and/or Pell grants or scholarship funds he/she must first use such benefits in lieu of City reimbursement.

E. Criteria for Reimbursement. To qualify for tuition reimbursement, the employee must receive a grade of B- or better in all classes. Employees must submit proof of completion and detailed, itemized receipts indicating payment amount and purchase. Only approved tuition and course materials are eligible expenses to be submitted to HR and Accounts Payable for reimbursement.

F. Repayment of Tuition Reimbursement. If an employee voluntarily resigns from Heber City or is terminated by Heber City for cause within 12 months of receiving a tuition reimbursement, the employee shall reimburse the City for 50% of the tuition reimbursement. If an employee voluntarily resigns from Heber City or is terminated by Heber City for cause within 18 months of receiving a tuition reimbursement, the employee shall reimburse the City for 25% of the tuition reimbursement. The City may withhold any reimbursements owing to the City from the employee's final paycheck or any other compensation or benefits due and owing to the employee.

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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

A. On the job study time is allowed for job related or required certifications with the approval of the department head.

B. 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 during 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 7

PERFORMANCE EVALUATION

Sections:

7.1 Performance Evaluations
7.2 Inspection of Performance Evaluations
7.3 Appeal from Performance Evaluation

Section 7.1 Performance Evaluations

A. The City Manager and department heads shall provide a system of standards of performance in positions, and a method of reporting on the performance of individual employees based on such factors as, for example, ability, quality and quantity of work, reliability, discipline and attendance. The system shall provide:

1. For maintenance of reasonable standards of physical fitness for performance of the duties of the position. Periodic or occasional physical examinations may be required and the results included in the report.

2. For the use of performance reports as a factor in promotions and position evaluation.

B. Performance evaluations shall be obtained for each employee at least once each year at an annual review. Additional evaluations will be completed as requested by the City Manager or Governing Body. Performance evaluations will be conducted in a non-discriminatory manner.

Section 7.2 Inspection of Performance Evaluations

Each employee shall receive a complete copy of each evaluation which is completed on their

personal performance. At the time received, the employee shall acknowledge receipt by signing and dating an acknowledgment form or the file copy. The performance evaluation may be inspected by the Mayor, the City Council, or the employee's representative as duly authorized in writing by the City Manager. Evaluations shall not be open for inspection by any other person except for the employee's supervisor or for purposes of inquiry or review as ordered by the City Council.

Section 7.3 Appeal from Performance Evaluation

An employee shall have the right to appeal any unsatisfactory performance evaluation assigned to him/her to the City Manager. The appeal procedure shall follow that prescribed in Section 10.4.C.

Article 8

SAFETY AND HEALTH

Sections:

8.1 Occupation Safety and Health Act Safety Committee
8.2 Inspections
8.3 Records and Reports
8.4 Work Areas and Equipment
8.5 General Safety Rules
8.6 Proper Use of Heber City Equipment & Tools
8.7 Environment free from Recognizable Hazard
8.8 Accidents and Near Misses to be Reported
8.9 Fit for Duty
8.10 Miscellaneous

Section 8.1 Occupation Safety and Empowerment

A. Safety and health of employees at work is of utmost importance to Heber City. Heber City shall comply with all applicable rules, regulations and standards pertaining to the Federal and State Occupational Safety and Health Act. Heber City shall furnish each of its employees an employment environment free from recognized hazards that are causing or are likely to cause death or physical harm and does hereby require that each employee comply with the occupational safety and health standards, order, rules, and regulations promulgated under the Occupational Safety and Health Act. Compliance with this Act shall be accomplished through the establishment of an occupation safety and health program as outlined herein.

Heber City has established a Safety Committee that shall convene at least once monthly to discuss preventative measures, incidents, and near misses in the workplace. All employees are required to report unsafe conditions and encouraged to report potentially dangerous practices. In addition to the Utah Occupational Safety & Hazard requirements, Heber City requires employees to report 'Near Miss' incidents. A Near Miss is defined as, 'No property or internal damage, but with a slight shift in time or position would have resulted in significant injury or damage. The situation could have a correction factor if the employee ignored the obvious signals and signs or was negligent in actions or omissions. For example, a damaged hose was replaced without notification of the damage, 'tag out'. Consequently, the next employee to use the damaged hose experienced chaotic water spraying under high pressure that

resulted in a laceration under his eye.

B. The Human Resource Manager shall provide employees with OSHA rules and regulations. The Human Resource Manager and department heads are responsible for alerting employees about safety and health rules, procedures, and guidelines. The Human Resource Manager and department heads must see that requirements are posted in the workplace, understood, enforced, and revamped to comply with governmental regulations, and to meet employee needs. Worker's Compensation insurance provides medical benefits, as well as payment for lost hours from work, for individuals injured while on the job. *See* Utah Code § 34A-6.

Section 8.2 Inspections

The City Manager shall designate a Safety Officer who, in working with the safety committee, will frequently inspect and document for unsafe conditions and practices, defective equipment and materials, and where such conditions are found, to take appropriate action to correct such conditions immediately. Accidents in the workplace will be discussed and reviewed during the Safety Committee meetings. All employees are required to immediately report an unsafe condition. Supervisory personnel shall enforce safety regulations and issue such rules as may be necessary to safeguard the health and lives of employees. Signage of 'Do Not Use' shall be placed on any equipment to prevent accident or injury until the equipment can be repaired or replaced. All employees are expected to warn all other employees of any dangerous conditions and permit no one to work in an unsafe place, except for the purpose of making it safe.

Section 8.3 Records and Reports

A. An accurate record shall be kept of all accidents involving an injury to an employee while on duty, whether time is lost. These records shall, at all reasonable times, be available to the Utah Occupational Safety and Health (UOSH) or to its representatives upon request. Other records shall be kept as requested by UOSH.

B. The Employee's First Report of Injury or Illness MUST be submitted to Heber City's insurance carrier, per Sections 34A-2-407 and 34A-3-10B, R612-200-1 Utah Code Annotated (U.C.A.) 1997. Each employee or immediate supervisor shall file the report no later than the end of the shift or workday. If the injury or illness results in medical treatment by a physician and first aid R612-100-2, loss of consciousness, loss of work, restriction of work, or transfer to another job. Heber City requires the injured employee or the immediate supervisor to report immediately or within eight hours of occurrence. Heber City shall file a subsequent report with the UOSH commission of any previously reported injury; or occupational disease that later resulted in death. Section 34A-6-301 (3)(b)(ii) states that each employer shall, within eight hours of occurrence, notify the Division of Occupational Safety and Health, at (801) 530-6901 or (800) 530-5090, of any; work-related fatality; disabling, serious, or significant injury; or occupational disease incident. A serious injury includes: amputation, fractures of major bones (both simple and compound), and hospitalization for medical treatment. All information requested on the First Report of Injury form is of vital importance. Please answer ALL items in detail to avoid delay and additional correspondence or the return of this report for completion. A report of any on-the-job injury resulting in disability or compensable lost time shall be submitted by the department head, or designee, to the Human Resource Manager who will send copies to the Industrial Commission of (UOSH) and to the affected employee within seven (7) calendar days on a "First Report of Injury" form. Should any sudden or unusual occurrence or change of conditions occur (such as the appearance of toxic or unusual fumes or

gases, major equipment failure, explosions, fires, etc.) that might affect the safety or health of City employees or tend to increase the hazards thereof, the department head or Human Resource Manager shall notify the Industrial Commission of Utah UOSH of Utah immediately. A report to Utah Occupational Safety and Health (OSHA) should be made as well. Such notification must be made whether any actual injuries result from the above occurrences or changes of conditions.

C. The Human Resource Manager shall post, in a conspicuous place, a list of telephone numbers or addresses as may be applicable so that necessary help can be obtained in case of emergency. Such list shall include:

1. Responsible supervision (supervisor or equivalent)
2. Hospital
3. Poison Control
4. Ambulance
5. Fire Department
6. Police Department

D. All fatal, potentially fatal, and serious accidents shall be reported immediately to the Utah Occupational Safety and Health (UOSH) within 8 hours.

Section 8.4 Work Areas and Equipment

A. All supervisors and workers shall be required to ensure safe work areas. An excessively littered or dirty work area constitutes an unsafe, hazardous condition of employment and should be remedied as soon as possible after the discovery is made. When no other method or combination of methods can be provided to prevent employees from becoming exposed to toxic dusts, fumes, gases, flying objects, dangerous rays, or burns from heat, acid, caustics or any hazard of a similar nature, the City shall provide each worker with the necessary personal protection equipment, such as respirators, goggles, gas masks, certain types of protective clothing, etc. Provision shall also be made to keep all such equipment in good sanitary working condition at all times.

B. Employees will receive thorough information on the possible hazardous materials they handle. Each employee will receive training on correct handling and disposal of such materials.

C. No person shall remove, displace, destroy, or carry away any safety device or safeguard provided for use in any place of City employment or interfere with the use of any method or process adopted for the protection of employees. No employee shall refuse to follow and obey reasonable orders that are issued by a supervisor, for the protection of health, life, safety, or welfare of employees.

D. Should an employee refuse or neglect to follow and obey reasonable safety orders issued by a supervisor, the employee will be subject to dismissal.

Section 8.5 General Safety Rules

The following general safety rules will apply in all City workplaces. Each work unit may prepare separate safety rules applicable to the specific nature of work in their area but not in conflict with these rules.

A. Proper licensing and extreme caution are required by all employees operating any type of power equipment.

B. Employees will be provided and required to use safety equipment appropriate to the job, such as safety glasses, gloves, toe guards, back supports, safety vests, and hard hats, if required or appropriate to the work performed.

C. Employees will avoid wearing loose clothing or accessories that could cause become caught, creating a hazard while working on or near equipment and machines. Long hair will be properly secured.

D. All accidents and near misses, regardless of severity, personal or vehicular, shall be reported as soon as possible, but no more than by the end of the shift to the supervisor/manager and the designated safety officer.

E. Defective equipment will be reported immediately in writing to the supervisor or City Manager. Signage indicating damage such as 'do not use' will be posted immediately to prevent operation of the equipment by anyone else until the equipment is repaired or replaced.

F. Employees will not operate equipment or use tools for which licensing and training has not been received.

G. In all work situations, safeguards required by State and Federal Safety Orders will be provided.

Section 8.6 Proper use of Heber City Equipment & Tools

The use of Heber City equipment, tools, or facilities for private purposes is strictly prohibited. However, reasonable use of Heber City tools and equipment to protect property and preserve life is authorized.

A. Employees must receive the proper training including an explanation of job hazards, safety procedures and training on all equipment, tools, etc., necessary for the accomplishment of the employee's job description.

B. A commercial driver's license (CDL) is required for operators of commercial motor vehicles. No individual shall be allowed to operate such vehicles unless they have a current commercial driver's license in their possession. Employees must renew their commercial driver's license at four-year intervals.

C. Operators and passengers in a business use vehicles equipped with seat belts, which must be worn when the vehicle is in operation, and all employees operating vehicles shall observe all local traffic laws.

D. Employees shall keep the city owned vehicles which are used by them clean, presentable, and serviceable. Employees receiving car allowances shall also keep their vehicles clean, presentable, and serviceable.

Section 8.7 Environment free from Recognizable Hazard

For the safety and welfare of employees, it is the policy of Heber City to maintain an environment which is free from any recognizable hazard which is likely to cause death or serious injury to any employee through open communication with all employees.

Heber City will post all required UOSH notices in conspicuous places (such as employee bulletin boards or where similar notices are usually posted). Employees may obtain additional information from the Safety Officer when they have questions about any of the standards which are provided under UOSH.

All employees should follow the procedures listed below in the event an inspector from UOSH presents themselves on the job site.

A. If an UOSH inspector arrives on the job site, an employee should understand that he/she is not authorized to offer any information requested by the inspector.

B. The employee will inform the UOSH inspector that the employee will contact the City Manager, Supervisor, or designee, who will accompany the inspector during any inspection.

C. The City Manager or designee should make sure that all employees know who they are required to contact, including all alternates, in the event an UOSH inspector shows up on the job site.

D. If the UOSH inspector does not reveal the appropriate credentials at the onset of the inspection, the City Manager, or designee, should ask the inspector to reveal his credentials and should then examine them before allowing an inspection of the job site.

E. The City Manager, or designee, will not refuse an UOSH inspection of the job site.

F. If the credentials are appropriate, and before beginning the inspection, the City Manager, or designee, should ask the UOSH inspector the reason the inspection is being conducted. If it is routine, no further requests are required. If the UOSH inspection was due to an employee complaint, the City Manager, or designee, should request a copy of the complaint. This will help Heber City correct any safety problems, (Under no circumstances should the information received on an employee complaint be used for disciplinary action toward an employee as this type of action is prohibited by law).

G. The City Manager, or designee, should accompany the UOSH inspector during the entire inspection of the job site.

H. The City Manager, or designee, should take notes throughout the entire inspection. The City Manager, or designee, should note every comment and observation made by those participating in the inspection. The City Manager, or designee, accompanying the UOSH inspector should not volunteer any unsolicited information.

Section 8.8 Reporting Accidents and Near-Misses

Accidents should be reported in the following manner:

- All employees are required to report any injuries or accidents to their manager or supervisor and Human Resources.
- With input from the employee, managers will complete an Employee Accident Investigation Form.
- The completed form must be submitted to Human Resources within 24 hours of the incident to ensure a claim is submitted to our provider within their guidelines.
- If an employee is in need of medical treatment, they should be referred to 5 Minute Clinic 1200 South Heber City, UT or Urgent Care facility (*See* Section 13.9).
- If there is an emergency situation involving serious injury, profuse bleeding, head injury, inability to breathe, etc. immediately call 9-1-1 and/or have the employee visit the nearest Emergency Room located at the Heber Hospital.
- All paperwork regarding treatment received by the employee for a worker's compensation injury/incident must be submitted to Human Resources within 8 hours or by the end of shift/work day of treatment.
- Under no circumstances should a team member suffer from any form of retaliation due to a work-related injury.

In some cases, an employee will be placed on restricted duty due to their injury. This will be revealed in the paperwork received from the care provider. As the employer, we are required to follow all restrictions to assist in the team member's recuperation and avoid any additional injuries. If we are unable to meet the parameters, the employee will be released from work until all restrictions can be accommodated or the individual is released, by a medical provider, to full duty. Employees who are injured in connection with employment, regardless of the severity of the injury, must immediately notify their supervisor, Safety Committee Chair, Human Resources or the City Manager, who will ensure prompt and qualified medical attention is provided and all required UOSH reports are completed.

B. The Safety Committee Chair, or designee, will investigate the job-related injury to determine the cause of the injury. The injured employee and anyone directly involved in the incident will report to the Safety Committee courses of action that could have been avoided or safety failures.

C. Heber City shall contact UOSH within eight (8 hours) of any job related death, disabling, serious, or significant injury, and/or any occupational disease.

D. Heber City shall file the required report with UOSH within seven (7) days after first knowledge or notification of any injury or occupational disease resulting in medical treatment, loss of consciousness, loss of work, restriction of work, or transfer to another job. Minor injuries such as scratches and cuts do not need to be reported to UOSH if they require only minor first-aid treatment.

E. Heber City shall keep a copy of the UOSH report in the UOSH File.

F. Heber City shall give the employee a copy of the UOSH report and explain the employee's rights and responsibilities concerning the work related injury or occupational disease.

G. If an employee later dies from a work-related injury, Heber City shall file a report with UOSH within seven (7) days of first knowledge or notification of the death.

Section 8.9 Fit For Duty

The city recognizes that physical or mental ability issues may impact an employee's ability to perform his or her job duties. It is in the best interest of the city and the employee to identify factors impacting the workplace.

1. Procedures:

A. A supervisor may refer an employee for a fitness-for-duty evaluation. The supervisor will make a written request to the City Manager or Human Resource Manager when referring an employee for an evaluation. The request will include a brief description of the employee's work history and any work-related problems.

B. The evaluation will be conducted by a private contracted provider.

C. The city will notify the employee in writing of the required evaluation date, time and location.

D. The city will place the employee on paid administrative leave during the evaluation period.

E. Evaluation costs are paid by the city.

2. Fitness for Duty Evaluation:

A. The provider's written evaluation will include:

   a. reasons for the referral;

   b. a diagnosis including expected duration and required medical or psychological plan;

   c. a statement indicating whether the employee can perform the job;

   d. identification of any tasks the employee cannot perform; and

   e. a statement indicating whether the employee needs a reasonable accommodation to perform the essential job duties and the recommended accommodation.

B. Upon completion of the fitness for duty evaluation, the city will notify the employee of the results.

C. The department head, in consultation with the city manager and HR manager, will determine whether the employee may return to work, be placed on qualifying leave, or be separated from employment.

D. An employee who refuses to submit to a fitness for duty evaluation or fails to make progress towards completing the evaluation plan may be disciplined in accordance with the city's disciplinary policies.

3. Confidentiality and Records

A. Records obtained under this policy that contain medical, psychiatric or psychological data about an employee will be classified as protected in accordance with the Government Records Access and Management Act (GRAMA).

B. Evaluation information may only be released for employment-related purposes and will

be limited to persons with a work-related concern.

C. Fitness-for-duty evaluation records will be kept in a locked file by the HR manager and will be made available only to qualified medical personnel upon written release from the employee and in accordance with applicable state or federal laws relating to medical records.

D. Any employee involved (including as a witness) in a serious accident resulting in hospitalization will be required to undergo a mental health counseling session provided by a certified mental health professional. The City will pay for the cost of the services as well as regular wages of the employee if scheduled during a regular shift.

Section 8.10 Miscellaneous

In addition to the rules and regulations specified above, the following shall apply:

A. Employees who do not understand or speak the English language shall not be assigned to any duty or place where the lack or partial lack of understanding or speaking of English might adversely affect the safety of themselves, or of other employees.

B. Where there is a risk of injury from hair entanglement in moving parts of machinery, employees shall confine their hair to eliminate the hazard.

C. Loose sleeves, tails, ties, lapels, cuffs, or similar garments which can become entangled in moving machinery shall not be worn where an entanglement hazard exists.

D. Wrist watches, rings, accessories or other jewelry shall not be worn on the job where they constitute a safety hazard.

E. No employee shall carry, consume, or possess liquor in a place of employment unless required to do so by the employee's normal job duties.

F. No intoxicated person shall be allowed to go into or loiter around any operation where workers are employed, or operate any vehicle or equipment owned by the city or used for city purposes.

Article 9

TERMINATION OF EMPLOYMENT

Sections:

9.1 Protections and Procedures
9.2 Appointed Employees
9.3 Classified Merit Employees
9.4 Elimination of Position
9.5 Transfer from Classified to Exempt Status
9.6 Reduction in Workforce

Section 9.1 Protections and Procedure.

Employees shall only be vested with the specific protections set forth in this Personnel Policy, protections provided by federal or state law, or provisions in a written contract between the City and the employee. Due to the unique circumstances that may be involved in different types of disciplinary actions, variations from the procedures in this Personnel Policy or the City's failure to strictly comply with the procedures in the Personnel Policy shall not be grounds for overturning a disciplinary action if the employee was provided an adequate opportunity to respond to the disciplinary action.

Section 9.2. Appointed Employees

Except as otherwise provided by law, ordinance or a written employment agreement, positions established in Title 2 of City Code such as City Manager, Chief of Police, City Recorder, City Treasurer, Airport Manager and City Attorney can be terminated at any time by the Mayor with the advice and consent of the City Council. Retention of the Justice Court Judge is subject to Utah Code § 78A-7-203.

Section 9.3 Classified Merit Employees

No merit employee employed by the City may be terminated from service as a result of a change in the elected administration of the City or for the political expediency of elected officials.

Section 9.4 Elimination of Position

If a circumstance should arise requiring the abolition of a certain position(s), job security shall be maintained by:

A. The employee shall be returned to a previous position if such position is open, but may receive a reduction in pay as determined by the department head and the City Manager;

B. The employee may be promoted based on merit and qualifications;

C. The employee may be transferred to another division or department to fill an open position of equal pay for which he/she is qualified; or

D. If none of the above alternatives are available, the employee will be separated.

Section 9.5 Transfer from Hourly to Exempt Status

A. If a circumstance should arise where an hourly employee is promoted to a position and it is the desire of either the employee or the City for the employee to resign from that position within six months of the promotion date, the employee shall have the following options:

1. The employee shall be returned to his/her previous position but shall receive a reduction in pay to his/her rate of pay before the promotion; or

2. The employee may be transferred to another division or department to fill an open position for which he/she is qualified with the pay rate of the new position.

B. Any employee hired to replace an employee promoted in this situation shall be notified of

this policy and that his/her position may not be available should the incumbent return within the six-month period.

Section 9.6 Reduction in Workforce

Should it become necessary to undergo a reduction of the workforce, brought about by a curtailment of operating revenues, technological innovation, the discontinuance or reduction of services, or other grounds consistent with economic and efficient administration of Heber City, the city will utilize the following sequence as far as practicable to achieve the required reduction-in-force:

A. Temporary employees (may be separated or reduced in work hours).
B. Part-time employees (may be separated or reduced in work hours).
C. Full-time employees (may be separated or reduced in work hours).

In determining which employee(s) shall be separated or reduced, administration will determine which positions are affected based on such factors as, but not limited to, longevity, performance, and city needs.

An employee laid-off as a result of business conditions (mentioned above) will have the right to be recalled to their former position, seniority and pay for up to a period of 6 months following the date of their lay-off. After that point/date, the former employee has no recall rights.

Article 10

DISCIPLINARY PROCEDURES

Sections:
10.1 General Policy and Causes for Disciplinary Action
10.2 Types of Disciplinary Action
10.3 Disciplinary Due Process

Section 10.1 General Policy & Causes for Disciplinary Action

A. General Policy.

1. It is the policy of Heber City that employees shall be informed about what is expected at work, what constitutes employee misconduct, and the employee's rights.

2. It is the responsibility of all employees to observe rules of conduct for the necessary for the proper operation of City government. Administrative procedures have been established for the handling of disciplinary measures when required. All such measures shall follow the presentation of changes to the employee.

3. Disciplinary action, up to and including termination of employment, may be imposed for any of the causes set forth in Section 10.1.B.

4. Written documentation concerning employee disciplinary action imposed will become a permanent part of an employee's Personnel Record.

5. The Human Resource Manager is to be consulted during the disciplinary process, and if necessary, be present at disciplinary hearings.

B. Causes for Disciplinary Action.

1. It is the responsibility of all employees to observe policies and appropriate regulations necessary for the proper operation of City government functions. Administrative procedures have been established for the handling of disciplinary measures including, but not limited to, reprimand, suspension, demotion, and termination. Disciplinary action, up to and including termination of employment, may be imposed for any of the following reasons:

a. Violation of the laws of the state of Utah, the law of the United States, or any City regulations, official policy, or departmental orders, other than minor traffic offenses;

b. Refusal to comply with a lawful instruction unless such instruction is injurious to the general public health or safety;

c. Insubordination;

d. Conviction of a felony while an employee of the City;

e. Indulging in offensive conduct or using offensive language towards the public or in public toward City officers or employees;

f. Deliberate or careless conduct endangering the safety of the employee, other employees, or the general public;

g. Inducing or attempting to induce any employee in the service of the City, to commit an unlawful act, violation of City regulations, official policy, or departmental orders;

h. Using, threatening or attempting to use personal or political influence in an effort to secure special consideration as a City employee;

i. Incompetency and inefficiency in the performance of job duties;

j. Carelessness or negligence with City monies, equipment, or property;

k. Theft or intentional destruction of City property beyond regular duties;

l. Intentional falsification of personnel records, pay and time reports, inaccurate receipts or reimbursements or other City records;

m. Being under the influence of alcohol or illegal drugs while on duty;

n. Sleeping while being compensated or clocked in;

o. Unjustified interference with work of other City employees;

p. Misconduct, malfeasance, misfeasance, nonfeasance;

q. Unauthorized or excessive absences or tardiness;

r. Violation of or failure to comply with any section or provision in this Personnel Policies;

s. Falsifying City records;

t. Fighting or arguing (verbal or physical), threatening physical conduct, or physically intimidating another on City premises, or while on City business or in a City uniform;

u. Conduct that creates a hostile work environment, including, but not limited to:
   i. Derogatory remarks about another employee.
   ii. Visual messages (e.g., posting of cartoons) that are demeaning to an employee.
   iii. Jokes that stereotype or make fun of an employee.
   iv. Unwelcome or inappropriate nicknames for an employee.
   v. Verbal or nonverbal (e.g., mimicking or imitating) innuendoes that have a negative connotation for an employee.
   vi. Excessive gossip about other employees or spreading rumors about other employees.

Section 10.2 Types of Disciplinary Action

A. Verbal Warning

Whenever grounds for disciplinary action exist, the supervisor may immediately verbally communicate to the employee the supervisor's observation of the issue at the time of the action and documentation made of the reprimand. Documentation of the verbal warning shall include date, time, unacceptable action, and a commitment from the employee to correct the behavior as soon as possible. Whenever possible, sufficient time for improvement should precede additional disciplinary action. However, the level of severity may require more serious action.

B. Written Reprimand

The City Manager, a department head, or designated supervisor may issue a written reprimand to an employee. Such reprimand shall be in writing, shall be addressed to the employee, and shall detail the specific causes for the written reprimand. A copy signed by the supervisor shall be delivered to the Human Resource Manager for inclusion in the employee's personnel file. Failure to sign the written reprimand may be grounds for additional disciplinary action, including termination of employment.

C. Suspension

A department head or supervisor, with the written approval of the City Manager, may suspend, with or without pay, a merit employee for up to, but not exceeding, thirty (30) calendar days as discipline for cause. On or before the effective date of any suspension without pay, the employee shall be furnished with a written copy of the statement setting forth reasons for suspension.

D. Demotions

A department head or supervisor, with the approval of the City Manager, may demote any merit employee in his/her department for a disciplinary measure for cause.

E. Termination

A department head or supervisor may, with the approval of the City Manager, may terminate the employment of an employee of any merit employee in his/her department for cause by delivering a written statement of reasons for termination to the employee concerned, with a copy to be placed in the employee's personnel file.

Section 10.3 Disciplinary Due Process

A. **Conducting an Investigation**

1. The City Manager, or designee, may conduct an investigation into the allegations which form the grounds for disciplinary action.

2. During an investigation to determine the facts upon which disciplinary action may be imposed, the City Manager, or designee, may place an employee on administrative leave.

3. An independent third party may be used to conduct an employee investigation.

B. **Imposing Disciplinary Action**

1. The City Manager, or designee, shall conduct disciplinary action in a consistent manner. The procedure need not be elaborate but only fair and reasonable.

2. Each employee shall be afforded access to Heber City rules, policies and procedures.

3. In determining the type of severity of the disciplinary action, the City Manager, or designee, may consider aggravating and mitigating circumstances which include, but are not limited to, the repeated nature of misconduct; prior disciplinary action imposed; the severity of the misconduct; the employee's work record; the effect on City operations; and/or the potential of the misconduct to harm person(s) or property.

4. For disciplinary action, other than a verbal reprimand or suspension with pay, the City shall, within five (5) business days of the disciplinary action, provide a written notice of disciplinary action. The written notice may be delivered by mail, email or hand-delivery. If the City is unaware of the current location of the employee, delivery by the means that the City decides is most likely to reach the employee shall be adequate. The written notice of disciplinary action shall generally include:

a. The grounds for disciplinary action, including a description of the misconduct for which the disciplinary action is being imposed;

b. Any prior disciplinary action imposed;

c. The effective date and duration of the disciplinary action; and

d. The corrective action necessary, if any, for the employee to avoid further disciplinary action.

5. The City Manager, or designee, may note the disciplinary action on their personal notes

at the time the disciplinary action is imposed and/or on the employee's performance evaluation form.

6. Any documentation made of disciplinary actions should be signed by both the employee and the supervisor. A copy of this documentation will be kept with the employee's file. Refusal to sign the form may be the basis for further disciplinary action, including termination of employment.

7. The U.S. Supreme Court has ruled that in an internal investigation conducted solely for administrative purposes, the employee being questioned will be required to answer all questions. The Garrity warning must be read to all suspects prior to questioning in an administrative investigation when the suspect is required to answer under threat of disciplinary action. This warning will only be used by an assigned internal affairs investigator.

8. Garrity Warning: I advise you that you are required to testify or provide evidence as part of an official investigation of Heber City. This inquiry involves the _____ (incident involved) and is in accordance with City policies and procedures. This is not a criminal investigation. You must answer questions related to your knowledge of the facts surrounding this incident. The information or evidence you provide for this administrative investigation cannot be used against you in any criminal proceeding. However, your statements may be used against you in a subsequent administrative action. Refusal to answer questions or to testify to matters related to this incident implies that you have violated City policies and such refusal is cause for disciplinary action, including termination.

Section 10.4 Appeals

A. Trial period employees have no appeal rights.

B. Employees have no "verbal warning" appeal rights.

C. Any merit employee who receives a disciplinary action in excess of a verbal warning (i.e. written reprimand, suspension with or without pay, involuntary transfer, or discharge) may request an informal meeting with the City Manager to discuss the disciplinary action within five (5) business days of the written notice of the disciplinary action. The meeting request shall be made in writing to the Human Resource Manager. The City Manager may request that the City Human Resources Manager, City Attorney or any other person be present at the meeting. The employee may have an attorney or other individuals invited by the employee present at the meeting. The City Manager shall provide written notice to the employee that the City Manager has either upheld the disciplinary action or has amended the disciplinary action. The City Manager's written notice does not require any justification for the City Manager's decision or any other findings of fact or conclusion of law.

D. In accordance with Utah Code § 10-3-1106, an employee, other than an employee described in Utah Code § 10-3-1105(2), who is discharged, suspended for more than two days without pay, or involuntarily transferred from one position to another with less remuneration for any disciplinary reason shall have the right to appeal the disciplinary action imposed to the Appeals Hearing Officer.

1. An employee must submit their written notice of appeal to the Human Resources Director within ten (10) calendar days of the original disciplinary action or the City Manager's written notice (if the employee timely requests an informal meeting with the City Manager) or an employee will be deemed to have waived all appeal rights.

2. The Appeals Hearing Officer shall conduct a hearing in which both the City and the employee shall be entitled to present evidence and arguments. The Appeals Hearing Officer may allow or require briefing by the parties.

3. The City shall have the initial burden to establish by a preponderance of the evidence that

the disciplinary action was reasonable and justified in accordance with Section 10.1. Whether the disciplinary action was reasonable and justified shall be reviewed under an abuse of discretion standard. *See State v. Larsen*, 865 P.2d 1355, 1361 (Utah 1993) ("Under [the abuse of discretion] standard, we will not reverse unless the decision exceeds the limits of reasonability.").

4. If the appeal board or hearing officer finds in favor of the employee, the appeal board or hearing officer shall provide that the employee shall receive:

(i) the employee's salary for the period of time during which the employee is discharged or suspended without pay less any amounts the employee earned from other employment during this period of time; or

(ii) any deficiency in salary for the period during which the employee was transferred to a position of less remuneration

Article 11

GRIEVANCE PROCEDURE

Sections:

11.1 Policy Statement
11.2 Purpose & Objective
11.3 Procedures
11.4 Immunity

Section 11.1 Policy Statement

A. It shall be the policy of Heber City to respond to grievances of employees in a prompt, forthright, and professional manner. Within the framework of existing laws and regulations, every effort shall be made to respond to grievances in a manner mutually satisfactory to employees and management. A grievance may exist when an employee is dissatisfied with some condition or aspect of employment over which he/she has no control but desires remedial action and is desirous of filing an appeal for relief of that condition. Employees who have grievances created by work situations shall have the right to submit such grievances for orderly disposition according to the procedures as outlined in this Article. The grievance process shall not include an appeal from a disciplinary action.

B. Grievances shall include, but are not limited to, such matters as employee-supervision relationships, duty assignments not affecting job classification, shift and job location assignments, hours worked, working facilities and conditions, policies for granting leave, and similar matters. Grievances shall not include issues dealing with wages, salaries, benefits, budget items or other financial matters. Only the grievance presented originally shall be considered on appeal as the process progresses.

C. Similar grievances may be consolidated and processed together as a single issue. Every effort shall be made by the involved parties to resolve grievances at the lowest possible level.

Section 11.2 Purpose & Objective

The purpose of this Article is to establish a grievance procedure which will provide all merit employees with a clearly defined and organized communications system through which employees may

present complaints or grievances to their supervisor(s). The objective of these procedures is to provide employees and management with a system of grievance resolution which is free from discrimination, coercion, intimidation, restraint, or reprisal, and which will also enable employees to receive fair and equitable treatment and adjustments to those grievances which they may have.

Section 11.3 Procedures

A. All grievances shall be handled in the following manner:

Step 1. The employee with a complaint or grievance shall either report in writing or discuss the issue with his/her immediate supervisor. If the grievance is with the individual's immediate supervisor, he/she may skip this step and move to the next step.

Step 2. If no mutually agreeable settlement is reached under Step 1, the grievance shall be filed in writing with the Human Resource Manager, specifying which term(s) or condition(s) of employment he/she feels has been violated or might require relief.

Step 3. If no mutually agreeable settlement is reached under Step 2, the parties involved may petition in writing to the City Manager for his/her review.

Step 4. If no mutually agreeable settlement is reached under Step 3, then those involved may petition in writing to the City Council for a closed session by filing the petition in writing to the Human Resource Manager. The decision of the City Council shall be made within 60 days and shall be final.

Section 11.4 Immunity

If any employee is denied the opportunity to present a grievance as prescribed by this Article, or if the employee is threatened or subjected to duress when presenting the grievance, the employee may notify the City Council in writing. The City Council shall authorize an investigation of such complaint and, based upon findings, act in accordance with disciplinary procedures as outlined herein.

Article 12 - DELETED

Article 13

COMPENSATION AND BENEFIT PLAN

Sections:

13.1 Eligible Employee
13.2 Compensation
13.3 Establishing Salary Grade
13.4 Total Compensation
13.5 Classification and Allocation
13.6 Appointments, Reinstatements, Promotions and Transfers

13.7 Merit Salary Adjustment
13.8 Salary Range Adjustment
13.9 Overtime and Compensatory Time
13.10 Special Assignment Pay
13.11 Supervisory Compensation for Emergencies
13.12 Holidays
13.13 Vacation
13.14 Sick Leave
13.15 Sick Leave Incentive Policy
13.16 Long Term Disability Insurance
13.17 Family and Medical Leave Policy
13.18 On-Call Policy-Public Works/Animal Control
13.19 Worker's Compensation
13.20 Bereavement Leave
13.21 Military Leave
13.22 Court Leave
13.23 Administrative Leave
13.24 Leave Without Pay
13.25 Lactation/Breastfeeding
13.26 Retirement
13.27 Insurance
13.28 Payment of Wages
13.29 Instant Award Policy
13.30 Time Off for Election (Voting)
13.31 Call-out Pay
13.32 Wage Advancement
13.33 Employee Assistance Plan (EAP)
13.34 Vehicle Allowance

Section 13.1 Eligible Employee

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

B. 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.

C. 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.

Section 13.2 Compensation

A. The Compensation Plan of the City of Heber shall consist of a schedule of salary ranges for all positions as prepared by the City Manager and approved by the City Council.

B. Each grade shall be assigned to the appropriate salary range in the Compensation Plan. The rules for interpreting and administering the Compensation Plan are outlined herein.

Section 13.3 Establishing Salary Grade

In recommending which salary grade each position shall be assigned to, the City Manager shall give appropriate consideration to the following factors:

A. Maintenance of equitable relationships between grades based on the relative duties and responsibilities;

B. The level of prevailing rates for comparable work in private and public employment;

C. Available cost of living information.

Section 13.4 Total Compensation

A. The pay rates set forth are to be considered gross compensation for full-time service in the different grades. Full-time service means the number of hours which regularly constitutes the scheduled work period of service which shall be defined hereafter to be thirty (30) hours per week.

B. Pay rates shall be calculated from the salary ranges as set forth in the salary schedule.

Section 13.5 Classification and Allocation

A. The total number of employees of a department and the total number of employees of each grade within any department shall be determined by the City Manager with the advice and consent of the City Council. Such determination shall be consistent with the funds appropriated in any current fiscal year budget and the factors for determining initial classification of positions.

B. The classification of a position may hereafter be altered by the addition, division, consolidation, or abolishment of the grade on request of the department head and approval of the City Manager; whereupon the copy of the salary schedule/pay grade maintained in the Human Resources Manager office shall be corrected accordingly without amendment to this section. However, no such change in grade can be made until the request is documented by a job inventory and a position audit that will be completed and filed in the Human Resources Manager office. Failure to adequately document or substantiate the requested change according to accepted grade standards shall result in disapproval of the request.

C. The assignment of grades may hereafter be changed on the recommendation of the department heads with approval of the City Manager, provided the proposed change conforms with the approved budget.

Section 13.6 Appointments, Reinstatements, Promotions and Transfers

A. Initial appointment to positions shall be made at the entrance rate for the grade. Any exceptions must be approved by the City Manager upon written justification by the department head and/or supervisor.

B. For purposes of definition, a promotion shall take place whenever an employee moves from one position to another position with a higher salary range. When an employee is promoted, he/she shall be entitled to the appropriate salary range for that position with a minimum increase of 5%. A promotion to a supervisory position can merit above a 5% wage increase at the department head's request, and subject to the approval of the City Manager. When the employee is promoted, he or she will be on trial service status for a period of six (6) months since he/she will be performing a new job function. When an employee's pay grade is changed from one pay grade to a higher pay grade as a result of certifications, training, experience, etc., a trial service period will not be required if his/her job duties have not changed significantly.

C. An employee who is demoted or voluntarily transfers to a job in a lower salary range than the class to which he/she was previously assigned, shall have his/her salary reduced according to the decision of the City Manager after discussion with the department head.

D. If an employee transfers to a position in another department to which the same salary range is applicable, he/she shall be entitled to the corresponding step that will provide the same rate of pay.

E. An employee whose position is reclassified from one salary range to another shall be paid at the same rate for which he/she was paid in the previous salary range or the lowest step in the new salary range, whichever is greater.

Section 13.7 Merit Salary Adjustment

A. All employees shall be eligible for consideration of a salary adjustment on January 1 of each year and at any other period deemed appropriate by the City Manager or by the City Council.

B. For the purpose of determining eligibility for advancement, the supervisor of the employee shall indicate on the employee evaluation of the preceding year. An employee who has been demoted or suspended during the preceding year shall not be eligible for a salary adjustment until the following year unless an interim written appraisal has been performed by the supervisor more than 90 days after the demotion or suspension which shows a significant improvement in performance.

C. The following shall not be considered as breaks in qualifying service for salary adjustments:

1. Authorized military leave provided the person is reinstated within ninety (90) days following honorable discharge from the military service;
2. Authorized educational leave;
3. Time during which an employee is receiving compensation for injury, or disease arising out of and in the course of his/her employment;
4. Authorized leave of absences without pay of fifteen (15) calendar days or less within any calendar year;
5. Authorized leave of absence with pay.

D. When a salary adjustment is delayed solely through administrative or clerical error, the adjusting shall be made effective as of the date it was properly due.

Section 13.8 Salary Range Adjustment

In order for employees in hourly or exempt service to maintain constant buying power in the face of either economic inflationary or recessionary periods, the hourly and exempt salary ranges within the Compensation Plan shall be reviewed annually and adjusted if deemed appropriate. The City Council may implement a Cost of Living Adjustment for all employees effective on the first full pay period of the fiscal year.

Section 13.9 Overtime and Compensatory Time

A. Overtime compensation is set by application of guidelines derived from the Fair Labor Standards Act, as amended, and the Utah Code where applicable. Overtime is defined as work in excess of forty (40) hours during any one work week. A work week is a regularly recurring period of 168 hours, or seven consecutive 24-hour periods. A work week begins at 12:01 a.m. on Monday and ends at 12:00 midnight on Sunday. Overtime for POST Certified Public Safety Employees is defined as hours worked in excess of 84 hours during the bi-weekly pay period. Public Safety employees must work a minimum of 20 hours per week to qualify for retirement benefits.

B. If an employee needs to make up hours, the missed hours must be made up during the work week in which the hours were missed. An employee will not be compensated for hours not made up during that work week; i.e., an employee cannot work thirty (30) hours one week and fifty (50) the next and average the two weeks together. The number of hours worked over two or more work weeks cannot be averaged to avoid payment of overtime.

C. In emergency situations only, supervisors may request an employee to accept extra work on an overtime basis. Department determination of overtime needs is subject to review and approval by the City Manager. An emergency situation will be defined by the supervisor.

D. Overtime is intended to be used in emergency situations or under very unusual circumstances and shall be kept conservative commensurate with the best interests of the City.

E. An employee’s claim on overtime exists only when management imposes requests or demands which cannot reasonably and customarily be satisfied within a normal work week. If an employee cannot accomplish necessary work in a given work week, the employee should inform the supervisor for a decision of whether overtime should be permitted.

F. An employee may not voluntarily work overtime; i.e., remain at the job and do work, take work home, or do any other type of work that the employee would be compensated for if their supervisor had requested such work to be done. In essence, wage and hour employees are not to work before, beyond, or outside their normal hours or are not to work overtime unless authorized. Supervisors shall prevent employees from engaging in such activities.

G. The amount of time given an employee for paid vacation or sick leave will not be included in calculating hours for overtime payment. Employees may choose to accept compensation for

scheduled vacation in situations where vacation hours and hours worked exceed 40 hours at a straight time rate (when called out).

H. Overtime shall be paid at the rate of 1.5 times the hourly rate of pay for the employee. Employees may not sign agreements to work at straight time.

I. The following positions are exempt from overtime compensation: City Manager, Chief of Police, Police Lieutenant, City Attorney, Justice Court Judge, City Engineer, Senior Accountant, Assistant City Engineer, Airport Manager, Network Administrator, Public Works Director, and Planning Director.

J. Employees have the option of either receiving pay or compensatory time for any overtime worked. An employee must indicate which choice they prefer when time sheets are turned in for each pay period applicable. Employees may not change the option once the time sheet has been submitted.

K. Employees may accrue compensatory time not to exceed 80 hours. If compensatory time is not taken within 60 days of being earned, the employee is to be paid at the current rate received by such employee.

L. Upon termination of employment, unused compensatory time shall be paid at the current rate received by such employee.

M. Employees shall be permitted to use compensatory time within a reasonable period after making a request if the department head or City Manager determines that the use of the compensatory time will not unduly disrupt department operations.

N. In situations where the Mayor and City Council have declared a "Disaster Emergency", employees who are called in to assist during the designated disaster period, regardless of the number of actual hours worked prior to the designated disaster period, will be paid at time and one-half for any emergency hours worked outside of, or in addition to, their normal schedule. Hours worked under those conditions must be paid hours and cannot be accrued as comp time.

M. In rare cases, under conditions designated by the Mayor and City Council as a declared "Disaster Emergency", exempt employees may be eligible for overtime pay as approved by the City Manager.

Section 13.10 Special Assignment Pay

A. An employee may be paid additional salary, upon the approval of the City Manager and with the consent of the City Council for performing duties not specified in the job description.

B. An employee required to assume his/her supervisor’s duties for any period in excess of ten (10) working days shall be paid an additional rate of 5% or the lowest step of the supervisor's scale, whichever is greater, for the entire period he/she performs such duties.

C. Employees who are fluent in ASL and Spanish and regularly communicate with ASL or Spanish-speaking customers are eligible to receive a minimum pay stipend per paycheck of $100 as recommended by the department head. Upon changing this amount, the employee must be notified.

Section 13.11 Supervisory Compensation for Emergencies

The City Manager and the City Council shall have the right to authorize compensation for salaried supervisors for any and/or all time worked during an emergency. Said compensation shall be a straight time rate, or upon approval, time off with pay, and shall be strictly at the discretion of the City Manager and City Council.

Section 13.12 Holidays

A. Employees of Heber City shall receive 130 hours of holiday pay per year with pay. Because employees work various work schedules, the City Council will adopt a holiday schedule on an annual basis that takes into consideration the varying schedules. Below is a list of holidays that will typically be observed by the City:

New Year's	January 1st
Civil Rights Day	3rd Monday in January
Lincoln-Washington Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Pioneer Day	July 24th
Labor Day	1st Monday in September
Columbus Day/Veteran's Day	2nd Monday in October/November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Eve Day	December 24th
Christmas	December 25th

B. When an employee works a holiday prescribed in this section, the City shall provide compensation based on one and one-half times the number of hours worked that day times the employee's regular hourly rate of pay plus their allowed holiday pay. Police Officers will be paid one and one-half times their regular hourly rate for hours worked on the actual day of the holiday which may be a different day than is observed by other employees, plus their allowed holiday pay.

C. If an employee (with the exception of public safety) works an alternate work schedule and a holiday falls on an unscheduled work day, the employee can either:

1. Take another day off during the same week
2. Adjust the number of hours they work, not to exceed 40 hours, during the same work week

D. To adjust to varying schedules and provide all team members with 130 hours of holiday time, float holiday hours will be awarded based on the annually approved holiday schedule. Float holiday hours must be used by December 31 of the same year or be forfeited.

Section 13.13 Vacation

A. The purpose of vacation benefits is to allow each employee time away from the job for

rest, recreation and pursuit of non-employment objectives. The time when vacations shall be taken will be determined by the department head after considering the needs of the service and the seniority and wishes of the employees.

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

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

C. On the employee's anniversary date, a maximum of (240 hours), vacation may be accrued by a full-time employee. If work demands do not allow for time off, an exception may be made to allow the employee additional time to utilize at a maximum of 90 days. The department head must approve this Vacation.

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

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

F. Upon termination of employment, the employee shall be entitled to any accrued vacation leave paid at the current base rate.

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

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

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

J. In order to attract new employees during the hiring process, additional vacation credits can be given to hourly and full-time exempt service positions when the selected candidate has prior years of experience in the related job field being filled by the employee. The credits may only be granted if the new team member provides proof of past employment in the form of a W-2, or official verification from past employer of accrued vacation. The credits may be given year for year, in accordance with the current vacation accrual policy, subject to review by the Department Head and approval of the City Manager. This policy may also be extended to employees who are employed by the City as of July 1, 2017.

Section 13.14 Sick Leave

A. Sick leave shall not be considered as a privilege which an employee may use at his/her discretion, but shall only be allowed upon approval of the supervisor in the case of necessity and actual sickness, to meet medical appointments, or sickness prevention. Sick leave with pay can only be granted (upon approval of the supervisor) in the case of a bona fide illness of an employee or a member of the employee's immediate family as defined in Section 13.20.B.

B. A full-time employee shall be entitled to 3.7 hours of sick leave for each two weeks of full-time employment.

C. Full-time hourly employees will use accrued sick leave hours in increments of a quarter of an hour. Full-time exempt service employees will use accrued sick leave hours in increments of one-half of a workday. A workday would be considered hours typically worked, depending on the department.

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

E. Evidence in the form of a physician's certificate or certificate of illness, executed by the employee and his/her supervisor, may be furnished as proof of adequacy of the reason of the employee's absence during the time which sick leave was requested. Certificates may be requested by the department head, supervisor, or City Manager when there is an absence in excess of three (3) days or more or whenever there is a reason to believe sick leave privileges are being abused.

F. Employees may, upon approval of the City Manager, be granted leave with pay when extraordinary personal circumstances arise. This policy may be granted on a case-by-case basis depending on individual circumstances and duration of time employed with the City.

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

Section 13.15 Sick Leave Incentive Policy

A. There is a direct benefit to Heber City when employees minimize the use of sick leave. It is the desire of the City to encourage the appropriate use of sick leave benefits and reward employees who minimize the use of this benefit. Accordingly, all employees who have accrued 240 hours of sick leave shall be paid (upon the employees written consent) annually on the first payroll of December, twenty-five percent (25%) of unused sick leave for the previous twelve-month period ending November 30 or nearest pay period following November 30. Additionally, Sick Leave accrued beyond 240 hours (6 weeks) may be converted at a rate of two to one (2:1) for Vacation hours. This conversion may be done once per calendar year, by employees who have a minimum of ten (10) years with Heber City and must be requested in writing to the Human Resources Manager with final approval from the City Manager.

B. Sick leave benefits are intended solely to provide income protection in the event of illness

or injury. This benefit may be used in addition to vacation and funeral leave in the event of the death of an immediate family member up to the maximum of three days or for extended family and friends up to a maximum of one day. No other use is permitted in addition to illness or injury.

Section 13.16 Employee Leave Donation Policy

A. Donation by Employees. Eligible employees may donate accrued sick hours from their unused balance to another employee experiencing a medically related issue for themselves or immediate family member. Employees may also donate accrued sick hours to an anonymous donation pool to be utilized by employees requesting donated sick leave. The donating employee may not donate more than 50% of their own accrued sick bank and employees must have a remaining balance of 40 hours post-donation.

B. Additional Donation Terms. All donations are subject to the following terms:

1. The donation of hours is strictly voluntary.
2. Donated time will go into a leave bank for use by the designated recipient. If no recipient is designated, or if the recipient does not utilize all the donated time, the donated time will go into the anonymous donation pool to be utilized by other persons requesting donated leave.
3. The donating employee's identity will not be disclosed to the recipient.
4. The donation of time is on an hourly basis, without regard to the dollar value of the donated or used leave.
5. Employees who are currently on an approved leave of absence cannot donate sick/personal time.
6. Any balance of sick or vacation time must be used by the recipient prior to any added donated time.
7. Donated time may only be used for time off related to illness, medical or health-related circumstances. The Human Resources department may require proof of such circumstances.
8. Employees who receive donated time may receive no more than 480 hours (12 weeks) within a rolling 12-month period.
9. Nothing in this policy will be construed to limit or extend the maximum allowable absence under the Family and Medical Leave Act.

Section 13.16 Long Term Disability Insurance

A. Subject to terms and conditions established and controlled by the disability plan provider, the City sponsors Long Term Disability Insurance coverage for eligible employees for the purpose of providing income protection against the loss of an employee's ability to work and earn income for periods of time exceeding 90 days.

B. Only full-time employees are eligible for coverage.

C. The City pays the premium costs associated with the Long-Term Disability Plan and policy provisions for covered employees. More information about the respective coverage or plan participation may be obtained through the Human Resource Manager.

D. Eligible employees may use any available sick or vacation leave after becoming eligible

for Long Term Disability to make up any shortage of wages paid, not to exceed 100% of their regular monthly salary.

Section 13.17 Family and Medical Leave Policy

As a supplement to its other leave policies, the City offers family and medical leaves of absence as provided by the federal Family and Medical Leave Act of 1993 ("FMLA"). In the event of any conflict between the FMLA and this Section, the FMLA shall control.

A. General Leave Provisions. Under the FMLA, an eligible employee may take up to 12 weeks of unpaid leave during any 12-month period for (1) the employee's own serious health condition, (2) the birth or placement for adoption or foster care of a child or (3) care of a child, spouse, or parent who has a serious health condition.

1. A "serious health condition" is an illness, injury, impairment or physical or mental condition that involves inpatient care in a medical facility or continuing treatment by a health care provider.

2. An employee must have been employed by the City for at least one year and have worked at least 1,250 hours within the previous 12-month period to be eligible for the FMLA leave.

3. Leave to care for a new child must be taken within one year of the birth or placement for adoption or foster care.

4. If leave is taken for care of a new child or for care of a spouse, child, or parent with a serious health condition, an employee may elect, or the City may require the employee, to substitute any accrued paid vacation leave and/or sick leave as part of the 12-week leave as provided for in the FMLA.

5. Intermittent leave or a reduced leave schedule for medical reasons can be taken under this policy "when medically necessary." Intermittent leave or a reduced leave schedule to care for a new child can be taken only if the employee and the City mutually agree on that arrangement.

6. If an employee requests intermittent leave or a reduced leave schedule because of a serious health condition that is foreseeable based on planned medical treatment, the City may require the employee to transfer temporarily to an alternative position for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring period of leave.

7. "Intermittent leave" is leave that is not taken consecutively. A "reduced leave schedule" means a leave schedule that reduces the usual number of hours per workweek or hours per workday.

B. Notice. If the need for leave is foreseeable based on an expected birth or placement of a child, the employee should give at least 30 days notice, before the leave is to begin, that the employee intends to take leave. If the situation requires leave to care for a child to begin in less than 30 days, the employee should provide such notice as is practicable.

1. If the need for leave is foreseeable based on planned medical treatment, the employee should (1) make a reasonable effort to schedule treatment so as not to disrupt unduly the operations of the City, and (2) give at least 30 days notice, before the leave is to begin, that the employee intends to take leave. If the situation requires that leave begin in less than 30 days, the employee should provide such notice as is practicable.

C. Benefits and Employment Status. At the end of an FMLA leave under this policy, an employee is entitled to return to his or her previous position or to an equivalent position with no loss of benefits.

1. FMLA leave taken under this policy will not result in loss of any seniority or employment benefits accrued prior to the leave. No seniority or benefits will accrue during the leave, however.

2. An employee on FMLA leave under this policy will receive health benefits while on leave under the same terms and conditions as when he or she was on the job.

Section 13.18 On-Call Policy-Public Works/Animal Control

A. In order to properly handle emergencies and other non-scheduled workloads, the Public Works Department and the Animal Control Department will be required to designate an on-call person who can be contacted during non-working hours to provide the necessary assistance.

B. The Public Works director and the Chief of Police will be responsible for scheduling this position on a weekly rotating basis for their individual departments. This person will be required to carry a cell phone.

C. . The on-call person shall be compensated for a minimum of 2 hours of overtime. Compensation for the monitoring of the City culinary water system on weekends and holidays is included in the weekly on-call compensation amount.

D. If called out and the situation requires more than one person to be present for health and safety purposes, it is the responsibility of the on-call person to contact those individuals necessary to assist in correcting the situation.

Section 13.19 Workers' Compensation

An employee injured during the performance of duty at work is covered by Workers' Compensation as provided by State law. An employee is eligible to receive Workers' Compensation payments and to supplement those payments with accrued sick leave, and/or vacation time to bring total compensation equal to the employee's present salary.

A. If An Injury Occurs

An employee who is injured on the job, no matter how slightly, must report the incident to their supervisor immediately. Employees may lose their right to worker's compensation benefits if they fail to report injuries promptly. Supervisors must contact the Human Resource Manager immediately if the injury is serious or if time off work is prescribed by the doctor. An "accident/incident" report must be filled out online by the employee and the Human Resource Manager on all reported injuries by the next

business day. Any time spent obtaining medical care on the day of the accident will be counted as "hours worked" on the employee's timecard.

B. Medical Treatment.

Employees requiring medical attention for an on-the-job injury that occurs during regular business hours must report, when practical, to:

Heber Valley After Hours Clinic
(inside Heber Valley Medical Center)
1473 S. Hwy 40, Suite F
Heber City, UT 84032
435-657-4400
Hours: Weekdays 6:00 p.m. - 9:00 p.m.
Weekends 10:00 a.m. – 2:00 p.m.

5 Minute Clinic
150 N. Main St., Suite 105
Heber City, UT 84032
435-654-1377
Hours: M, T, TH, F, Sa, Su, 10:00 a.m.-10:00 p.m.
Wed. 5:00 p.m. – 10:00 p.m.

For injuries occurring after these hours, the employee should go to:

Heber Valley Medical Center Emergency Room
1485 S. Hwy 40
Heber City, UT 84032
435-654-2500

Employees exposed to blood or having sustained a serious (life or limb) threatening injury should go to the emergency room at Heber Valley Medical Center. Serious injuries include compound fractures, pelvis and femur fractures, unconsciousness, uncontrolled bleeding, severe respiratory distress, major burns, spinal cord injury, shock, or poisoning. Call 911 in these instances and the paramedics will direct the care of the employee.

Urgent situations are those requiring immediate care but are not life threatening. Examples include bone fractures other than those listed above, or injuries requiring stitches. These types of injuries can be treated at the above-listed clinics. Follow-up visits can be scheduled with the employee's primary care physician.

C. Special Medical Procedures

Procedures such as surgery, MRIs, CT scans, physical therapy, and chiropractic sessions require prior approval from the City's Workers' Compensation Third Party Administrator. If an employee fails to obtain prior approval, the employee may be required to pay the entire bill for the unauthorized services.

D. Restricted/Light/Transitional Duty

Whenever possible, Heber City will accommodate restricted duty jobs for workers injured on the job. The Workers Compensation Coordinator (WCC) will work with the supervisor to design a work strategy that meets the injured employee's restrictions and accomplishes the City's goals. The injured employee's supervisor and the WCC will regularly follow up with the employee and medical providers to make sure the employee is getting the care required, attending his/her medical appointments, complying with the restrictions and that any restricted duty assignments are helping the employee move closer to his/her regular job duties.

E. Failure to Follow

Failure to follow the City's Workers' Compensation policies may result in disciplinary action.

Section 13.20 Bereavement Leave

A. It is the policy of Heber City to grant bereavement leave to employees who suffer the loss of a member of the immediate family.

B. The immediate family shall include any of the following persons:

Husband	Mother	Step-Mother	Son-in-law
Wife	Father	Step-Father	Father-in-law
Son	Step-Son	Sister-in-law	Mother-in-law
Daughter	Step-Daughter	Brother-in-law	Grandparents
Brother	Step-Brother	Daughter-in-law	Grandchildren
Sister	Step-Sister		

C. In the event of death in any of these instances, the employee will be paid the regular base pay for scheduled work time not to exceed five days or 40 hours. If additional time off beyond this allowance is required regular vacation or sick leave must be used. Use of sick or vacation time may substitute for paid work time up to one day/shift. For individuals not included in the definition of immediate family, above, time off for funeral services may be granted using sick or vacation time.

D. Time off under this policy will not count as time worked in the computation of overtime for that week.

Section 13.21 Military Leave

A. Employees are entitled to one hundred and twenty (120) hours of military leave per year without loss of regular pay or other fringe benefits. Any employee requesting such leave must provide the department head with a copy of the military orders or a copy of the military paycheck prior to the leave being approved as soon as practical at the conclusion of the leave.

B. Except in an emergency, employees who are members of reserve units of the military shall notify their department head within one week of receipt of an activation notice, and shall indicate in writing their intention and anticipation with regard to participation periods of active duty. Such written notification shall be made part of the individual employee's personnel file.

Section 13.22 Court Leave

Any employee requested to appear in court or before a grand jury as a juror, as a witness in a criminal case, or as a witness in a civil case with the purpose of giving testimony, shall receive full compensation as though he/she were actually on the job during such time. The employee shall claim any jury, witness, or other fee to which he/she may be entitled by reason of such appearance and pay the same over to the City Treasurer to be deposited in the General Fund. An employee appearing in court for the above stated reason on scheduled days off shall retain such use of compensation as may be authorized for such appearance. Notation will be made on the time and attendance report for the days of court leave

granted to the employee while serving. This court leave does not apply when appearing in court as a defendant when charged with a crime.

Section 13.23 Administrative Leave

A. An hourly or exempt service employee may, upon approval of the City Manager, be granted leave with pay to perform legitimate duties in connection with City business, to attend trade or professional meetings which relate to official duties, or to participate in recognized and authorized training programs.

B. Expenses relating to administrative leave must be within the budget and authorized by the City Manager.

C. Employees who wish to be considered for such leave must complete a Training and Education Leave form. Costs must be within the budget and must be approved by the City Manager.

D. All higher educational training courses must be pre-approved by the office of the City Manager. A Training and Education leave form must be completed for each class attended.

Section 13.24 Leave Without Pay

Upon recommendation of the department head and approval of the City Manager, an employee of the City may be granted leave-without-pay for a specified period of time. Leave without pay is granted under extenuating services and must have the initial approval from the manager and/or department head as well as the City Manager. The request must be made in writing signed and dated indicating the approval. Leave without pay should No leave-without-pay shall, however, be more than ninety (90) calendar days. A leave of absence without pay, as granted herein, may be terminated prior to the expiration date thereof with the consent of the City Manager. Failure of an employee to report for duty promptly at the expiration of the leave, or a violation of any agreement of understanding entered into by the same employee thereto, shall be just cause for discharge. Such leaves shall not be regarded as an acquired right by employees and shall be granted only when the service to the City will not be adversely affected. Request for such leaves shall be made in writing to the City Manager and, if approved, shall be filed with the same. No seniority, vacation or benefits will accrue during the leave.

Section 13.25 Lactation/Breast Feeding

This policy outlines the reasonable break time for an employee to express breast milk for her nursing child for 1 year after the child's birth each time such employee has need to express the milk.

For up to one year after a child's birth, any employee who is breastfeeding her child will be provided reasonable break times as needed to express breast milk for her baby. The city has designated a room at each location for this purpose. Refrigeration units are available in all work locations. Any breast milk stored in the refrigerator must be labeled with the name of the employee and the date of expressing the breast milk. Any nonconforming products stored in the refrigerator may be disposed of. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage or refrigeration and tampering. Nursing mothers wishing to express milk must coordinate a schedule for breaks, the location and use of the room, and the need for alternative refrigeration equipment with their program manager. Employees who work off-site or in other

locations will be accommodated with a private area as necessary.

Breaks of more than 20 minutes in length will be unpaid, and the employee should indicate this break period on her time record.

Section 13.26 Retirement

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

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

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

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

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

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

2. They are Tier 2 elected or appointed officials whose positions have been declared full time by their employers.

3. They are in a trial service status and meet eligibility requirements.

E. Exceptions to Immediate Coverage

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

F. Eligibility Requirements for Appointed Officials

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

Appointed officials whose position is full time, and initially begin employment on or after July 1, 2011, participate in the Tier 2 Retirement System. All Tier 2 participants must make an election to participate in either the Tier 2 Hybrid Retirement System or the Tier 2 Defined Contribution (DC) Plan within the first 12 months of employment. For the first 12 months of employment, regardless of the

employees' election, Heber City must report contributions into the Tier 2 Hybrid System. At the end of 12 months, URS will transfer funds for all employees who have chosen to participate in the Tier 2 DC Plan.

G. Eligibility Requirements for Elected Officials

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

H. Tier I and Tier II Public Safety Retirement Systems Retirement Eligibility Requirements

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

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

Section 13.27 Insurance

A. Group Health/Dental/Vision and Accident Insurance: All full-time hourly and exempt employees are eligible for participation in the City's Group Health/Dental/Vision and Accident Insurance plan. Annually Heber City will determine the premium percentage that will be paid by the City and the employee for health, dental and vision insurance.

B. COBRA Continuation of Group Health Plan: Employees of Heber City covered by the city group health plan have a right to choose COBRA continuation coverage if he/she loses group health coverage because of a reduction in hours of employment, retirement, or the voluntary or involuntary termination of employment (for reasons other than gross misconduct on the employee's part).

The spouse of an employee covered by Heber City's group health plan, has the right to choose COBRA continuation coverage for said spouse if he/she loses group health coverage under the group health plan for any of the following reasons:

1. The death of the spouse;
2. A voluntary or involuntary termination of spouse's employment (for reasons other than gross misconduct);
3. Reduction in spouse's hours of employment;
4. Divorce or legal separation from spouse; or
5. Spouse becomes entitled to Medicare or Medicaid.

In the case of a dependent child of an employee covered by the group health plan, he or she has

the right to COBRA continuation coverage if group health coverage under the group health plan is lost for any of the following reasons:

1. The death of a parent;
2. The voluntary or involuntary termination of a parent's employment (for reasons other than gross misconduct);
3. Reduction in a parent's hours of employment with Heber City;
4. Parental divorce or legal separation;
5. A parent becomes entitled to Medicare or Medicaid; or
6. The dependent ceases to be a "dependent child" under the group health plan.

The employee or family member has the responsibility to inform the personnel department of a divorce, legal separation, or a child losing dependent status under the group health plan. Heber City has the responsibility to notify the plan administrator of the employee's death, termination of employment or reduction in hours, or Medicare entitlement.

When the personnel department is notified that one of these events has happened, the same will in turn notify the employee that he/she has the right to choose COBRA continuation coverage. He/she has at least sixty (60) days from the date he/she would lose coverage because of one of the events described above to inform the personnel department that he/she wants COBRA continuation coverage.

If the employee does not choose COBRA continuation coverage, the group health insurance coverage will end.

If the employee chooses COBRA continuation coverage, the City will offer coverage which, as of the time coverage is being provided, is identical to the coverage provided under the plan to similarly situated employees or family members. Employees may be afforded the opportunity to maintain COBRA continuation coverage for 18 (eighteen) to 36 (thirty-six) months depending on the loss of coverage event. However, COBRA continuation coverage may be cut short for any of the following reasons:

1. Heber City no longer provides group health coverage to any of its employees;
2. The premium for COBRA continuation coverage is not paid;
3. The employee becomes covered under another group health plan;
4. The employee becomes entitled for Medicare or Medicaid;
5. The employee was divorced from a covered employee and subsequently remarries and is covered under the new spouse's group health plan.

The employee does not have to show that he/she is insurable to choose COBRA continuation coverage. However, the COBRA participant is obligated to pay the health plan premium. For qualified COBRA participants receiving the 11-month disability extension, the COBRA premium for those additional months will increase to 150% of the plan's total cost of coverage. No dental or life insurance coverage is included. Upon exhaustion of the COBRA continuation coverage period, the employee will be allowed to enroll in an individual conversion health plan provided by the carrier of the group health plan.

C. Continuation of Group Health Plan through COBRA Continuation Coverage—Retired Employees - Insurance Coverage for Early Retirement. **This section 13.27.C. shall only apply to employees that were hired on or before September 19, 2023.**

1. Any City employee who has 25 years of service with Heber City, and is eligible

for retirement, or is 60-61 years of age with 20 years of service with Heber City, or is 62-64 years of age with 10 years of service with Heber City, and retires before reaching age 65 shall, upon request, receive health insurance coverage as follows:

a. Remain on the group insurance plan as a COBRA participant with regular group health benefits until exhausting COBRA continuation coverage at which point the retiree may enroll in an individual conversion health plan as provided by the carrier of the group health plan. Similarly, if the employee retires prior to age 60, group benefits will be available for a maximum of 18 months with the option to enroll in an individual conversion policy upon exhaustion of COBRA continuation coverage or until the employee becomes eligible for insurance benefits through a new employer. After the COBRA period, the City will provide premium assistance up to an additional 42 months provided the retired employee does not become eligible for insurance benefits through a new employer or turn age 65. The premium assistance will be paid directly to the retired employee and will be taxed as wages.

b. The premium paid on behalf of the retired employee by the City is the amount equal to the contribution made for a single actively employed individual.

c. The retiree would then be responsible to pay any additional amount required for spouse, or for dependent coverage if applicable.

2. The premium of this coverage shall be paid by the employee except as described in Section 1-13-26(A).

D. Life Insurance.

All full-time hourly and exempt employees shall be eligible for participation in the City's Group Life Insurance Policy. Life insurance coverage in the amount of $50,000 is provided by the City, and additional coverage is available for employees to purchase if they so desire and meet the requirements set forth by the life insurance company.

E. Payment in Lieu of Medical, Dental and Vision Insurance.

Full-time employees who are covered under an immediate family member's insurance policy will receive a payment equal to half of the premium cost had they been covered by the City's insurance.

Section 13.28 Payment of Wages

Payment of wage shall be by direct deposit. The direct deposit shall be made so that the funds are available no later than 8:00 a.m. on the morning of the Friday following the end of the pay period.

Section 13.29 Instant Award Policy

A. The Mayor shall be granted the authority to award $100 bonuses to employees who have represented the City well through the performance of their duties. The bonuses can be granted based on written or verbal feedback/compliments from the public, elected officials, supervisors or other City employees. The Mayor shall have sole discretion in the granting of the bonuses, but it is anticipated that recognized employees will have exhibited superior customer service skills, exemplary performance of

duties and/or going the extra mile to make sure a job is completed properly. This award is to be presented in City Council meeting if the employee agrees to allow for formal recognition of the employee. Notice of the award will also be published in the City Newsletter if desired by the employee.

B. The elected body, the City Manager, or department heads may recommend that an employee receive one day off with pay for exemplary service in the performance of their job duties. Department heads must receive approval from the City Manager.

Section 13.30 Time Off for Election (Voting)

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

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

Section 13.31 Call-out Pay

When an employee is called out to work, outside their normal work hours, that employee shall be compensated a minimum of two (2) hours, regardless of how much time the employee works, and the hours worked shall be compensated at time and a half. Employee shall have the option of crediting back these hours to any compensated time off previously requested for the same pay period.

Section 13.32 Wage Advancement

A. Wage Advancement

Employee would be eligible to advance to any point within the pay scale range with the approval of the City Manager. To be eligible, employee must:

Be a full time or part time employee;
Be in good standing with his or her department head;
Have three (3) consecutive years of average or above average evaluations, and
Have not had a letter of reprimand or higher discipline within the last three (3) years.

B. Career Ladder Wage Advancement

For employees who have the ability to control their advancement from pay grade to pay grade (e.g. Police Officer I to Police Officer III, Utility Maintenance Worker I to Utility Maintenance Worker III, etc.) it is the goal of Heber City, based on employees obtaining certain required skills and certifications, exhibiting acceptable performance and years of service/experience that employees be at midpoint of the pay grade within two (2) years of their last advancement.

C. New Certification Wage Advancement

Employees are encouraged to increase their knowledge and abilities by taking additional training. Certifications must be approved before the training and the wage increase is approved at the time of the approval for the certification course.

Section 13.33 Employee Assistance Plan (EAP)

The city offers an Employee Assistance Plan to all employees and their families. The purpose of an EAP is to help employees and their families balance personal lives with work and to provide support to during tough times. The details of this program are outlined in the city's annual benefit guide.

Section 13.34 Vehicle Allowance

A. Eligible Employees. City employees who are routinely required to travel as part of their employment may request a vehicle allowance instead of using a City-owned vehicle. The City Manager may approve a vehicle if the employee's Heber City duties require frequent and regular business usage of a personal vehicle, which may include usage after normal business hours, and an appropriate source of funds must be available.

B. Reimbursement Amount. Employee's may receive an amount not to exceed $800 per month. For employees that utilize their vehicles on a less frequent basis, the amount shall be reduced to $400 per month. The determination on usage and reimbursement amount is in the sole discretion of the City Manager.

C No Mileage Reimbursement and City Vehicle Use. An employee approved for a vehicle allowance cannot submit mileage for reimbursement as a travel expense unless the distance is more than 50 miles from Heber City (for example, a conference or meeting outside typical traveled area). Employees receiving a vehicle allowance are expected to utilize their own vehicle instead of a City owned vehicle for normal work related travel, but may utilize a City owned vehicle for travel more than 50 miles from Heber City.

D Approval Procedure:

1. The employee seeking initial approval of a vehicle allowance will complete the Vehicle Allowance Request and Approval and submit it to their Manager for review and approval.
2. The form, with appropriate Manager signatures, is then forwarded to the City Manager for their review and approval.
3. The application must include justification and the recommended monthly vehicle allowance amount (not exceeding the maximum allowed under this policy).
4. Upon receiving the approved request, the City Manager shall forward it to Human Resources for processing.
5. The typical start date for an approved vehicle allowance is the fiscal year to allocate funding to the respective department.

E Employee-Owned Vehicle Requirements. Any employee receiving a vehicle allowance must comply with the following:

1. Employee must have a valid Utah driver's license in good standing.
2. Employee must promptly notify their supervisor and Human Resources of any adverse matters regarding their driver's license status.
3. Employee must maintain their vehicle in good working order.
4. Employee must maintain at least minimum insurance coverage in accordance

with Utah requirements, at the sole responsibility of the employee.

Article 14

MISCELLANEOUS POLICIES

Sections:

14.1 Residency Requirement
14.2 Travel Reimbursement
14.3 Working Hours
14.4 Breaks and Rest Periods
14.5 Use of City Vehicles
14.6 Vehicle Identification Policy
14.7 No Smoking Policy
14.8 E-mail and Internet Usage Policy
14.9 Employees' Conflicts of Interest and Ethics
14.10 Political Activity
14.11 Indemnification
14.12 Driver's Licenses
14.13 Benefits for Part Time Employees
14.14 Violation of Personnel Rules and Regulations
14.15 Legal Counsel Benefit
14.16 Funeral Benefit
14.17 Social Media
14.18 Telecommuting
14.19 Outside Employment Disclosure

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. All employees, regardless of residential location, have the responsibility of being to work on time. Department heads, supervisors, and those employees on standby, must live within a reasonable distance in order to respond to emergencies.

Section 14.2 Travel Reimbursement

A. Travel expenses must be included in the annual budget for each department anticipating travel, as part of the budget process. Any trip which is not anticipated and reported in the budget must have the approval of the City Manager, regardless of the amount of travel account in the department's budget.

B. After an employee completes a Travel Reimbursement Form for authorized travel by private vehicle, he/she will be reimbursed at rates not to exceed those approved by the IRS. If the employee is not provided with a per diem for the trip, the employee will be reimbursed for all other travel expenses (i.e., room and board) after presenting proof of such expenses to the accounting clerk. Proof should be in the form of expense receipts.

C. All travel expenditures should be recorded and receipts collected. These receipts must be submitted to the accounting clerk at the end of each trip along with the employees' record of expenditures. Claim for travel pay not supported by an approved travel request and corresponding expense receipts will not be paid.

D. Mileage allowance shall be paid per the IRS approved reimbursement rate when using a privately owned vehicle (POV) when a City vehicle in not available. If using a POV and a City vehicle is available, the rate for mileage will be half of the IRS approved reimbursement rate.

Per diem will be paid for travel at the following rates unless meals are provided through the training, convention or conference registration. If an employee's special (medical or religious related) dietary needs cannot be accommodated buy the training, convention or conference, per diem will be paid to the employee for those meals that are provided in the registration. Per Diem rate will not be withheld for registrations that offer a continental breakfast.

E. Per Diem will be paid at the U.S. General Service Administration (G.S.A.) rate. The rates can be found at GSA.gov – Per Diem Rates and Meals & Incidental Expenses Breakdown (M&IE). For training that does not require overnight travel, only per diem for lunch will be provided.

F. Partners may accompany elected and appointed officials and other regular full-time and part-time employees on City-assigned trips requiring overnight lodging and the City will not pay the costs for the partner.

G. Work-related travel time is compensable time if it exceeds 30 minutes

Section 14.3 Working Hours

The work shifts for each department are as determined by the department head with the approval of the City Manager. All employees are to be working on City matters during their work shift. Employees are expected to be ready to work and punctual with their shifts. If an employee in unable to report to work on time they are expected to notify their direct supervisor as soon as possible.

Because the nature of city employment necessitates the ability to provide emergency services to the City and its citizens, employees may be scheduled to work any shift deemed necessary by the City and may be subject to emergency and/or unexpected call-outs related to health and safety issues; i.e. snow removal, water/sewer main problems, police enforcement, declared disasters, etc. Non-exempt employees shall be compensated for all hours worked as provided under the Federal Fair Labor Standards Act. The failure of an employee to work assigned shifts or respond to emergency and/or unexpected call-outs, as set forth in this and other pertinent policies, may be grounds for disciplinary action, up to and including termination, unless prior arrangements have been made with their supervisor.

City Office Hours are from 7:30 a.m. to 6:00 p.m. with a half hour lunch period Monday through Thursdays. The City Office building will be closed on Fridays.

The Public Works Department will have one member of their department on call at all times to respond to emergency situations.

The Police Department will provide continuous patrol coverage.

Section 14.4 Breaks and Rest Periods

All employees of the City will be allowed 2 (two) 15 (fifteen) minute breaks during a 10 (ten) hour work period. Breaks may not be moved to the beginning or the end of the day to allow the employee to arrive or leave later.

Section 14.5 Use of City Vehicles

A. When traveling on City business, employees shall use City vehicles whenever practical and available.

B. Employees assigned City vehicles shall use the vehicles for City business. Employees working "on-call" shifts are required to take City vehicles home at the department head's discretion.

C. Public Safety employees assigned vehicles may use the vehicles within the policies and guidelines established by the Chief of Police.

D. Other employees with assigned vehicles and employees who use City vehicles during the course of their employment shall generally use the vehicles for business travel and work activities; however, employees may use the vehicle for incidental personal business. Such incidental use shall be limited to lunch near the employees' current work area or stops incidental to the employees travel. Employees must use good judgment when using the vehicle for such incidental trips. Questions regarding the appropriate limitations of this policy should be directed to the employees' department head.

E. When using a City vehicle to attend training that requires overnight travel, employees may have family members accompany them with supervisor approval. Employees may also use City vehicles for personal travel not to exceed 10 miles per day per 100 miles traveled during the period they are away from home (Example: An employee traveling approximately 600 roundtrip miles to St. George would be allowed 60 personal miles for the trip). Personal travel in excess of the allowed personal mileage will be charged to the employee at the current IRS mileage reimbursement rate.

Section 14.6 Vehicle Identification Policy

It is the policy of Heber City that all vehicles and heavy equipment, except public safety vehicles which are unmarked by policy, shall display an approved City logo and shall be assigned an identification number.

Section 14.7 No Smoking or Vaping Policy

By virtue of State law, it has been determined that tobacco smoke, or smoke from any other plant, in enclosed places is harmful to the health of non-smokers, and therefore, the regulation of smoking in public places is necessary to protect the health, safety, welfare, comfort and environment of nonsmokers and non-vapers. It has likewise been determined that smoking and vaping in Heber City buildings and facilities will have an adverse effect on the health and productivity of City employees.

Pursuant to this, Heber City hereby declares all City buildings and facilities as no smoking or vaping areas. City employees and non-employees shall not smoke or vape inside any of the City's

buildings or facilities.

The Utah Clean Air Act of 1995 further prohibits smoking within 25 feet of an entrance, exit, air intake or window which can be opened.

Smoking and vaping are not permitted in City vehicles.

Section 14.8 E-mail, Internet and Cellular Phone Usage and Reimbursement Policy

1. <u>E-Mail and Internet Usage</u>

A. The City encourages employees to only use e-mail and Internet systems for City-related business (in accordance with the guidelines in paragraphs B-D). The employee should understand that the City reserves the right to inspect the contents of any equipment, e-mail file, or calendar that it provides to the employee. Internet use must comply with applicable laws and City policies including but not limited to all federal and state laws, and City policies governing sexual harassment, discrimination, intellectual property protection, privacy, public disclosure, confidentiality, misuse of City resources, information and data security.

Reasons for a data inspection include, but or not limited to:

1. System, hardware or software problems
2. General system failure
3. A lawsuit against the City
4. Suspicion of a crime or violation of policy
5. The need to perform work or provide a service when the employee is unavailable.

B. Encouraged City business uses for e-mail and Internet systems within the City of Heber include the following:

1. To facilitate performance of job functions
2. To facilitate the communication of information, both internally and externally, in a timely manner.
3. To coordinate meetings of individuals, locations, and City resources.
4. To share work-related ideas and information.
5. To recruit for open City positions such as employment or committee membership
6. To encourage employee innovation.

C. The following is a non-exclusive list of **<u>prohibited uses</u>** of the Internet and email:

1. The use of the Internet to send messages or other content that is harassing, derogatory or unlawfully discriminatory to employees, citizens, vendors or customers;
2. The use of the Internet for political purposes, except as authorized by law;

3. The use of aliases or transmission of anonymous messages;

4. The release of untrue, distorted, or confidential information regarding City business;

5. Accessing, viewing, distribution, downloading any pornographic sites or sexually explicit material;

6. Display or transmission of sensitive or proprietary information to unauthorized persons or organizations;

7. Excessive use of, posting, or viewing of social media, news sites, entertainment sites or other internet sites to the extent that such use interferes with or limits the employees job duties;

8. Use of the internet or email for other regular commercial purposes of the employee (i.e. the employee responds to emails or uses the internet related to outside employment).

D. Computer System Use Policies.

1. The City's computer system permits employees to perform jobs, share files, and communicate internally and with selected outside individuals and entities in the performance and conduct of City business. Employees are prohibited from gaining unauthorized access to another employee's email messages or sending messages using another employee's password.

2. To prevent potential City liability, it is the responsibility of all Internet users to clearly communicate to the recipient when the opinions expressed do not represent those of the City.

3. The City has the capability and reserves the right to access, review, copy, modify and delete any information transmitted through or stored in its computer system. The City may disclose all such information to any party (inside or outside the City) it deems appropriate and in accordance with applicable law. Accordingly, employees should not use the computer system to send, receive or store any information they wish to keep private. Employees should treat the computer system like a shared file system–with the expectation that files sent, received or stored anywhere in the system will be available for review by any authorized representative of the City for any purpose, as well as the public if a proper request is made for public records.

4. Good judgment should always be employed in using the City's email and Internet systems. Employee email messages may be read by someone other than the person(s) to whom they were sent. Emails inconsistent with the City's policies are to be avoided. Accordingly, employees should create and send only courteous, professional, and businesslike messages that do not contain objectionable offensive or potentially discriminatory material.

5. Caution should be taken in transmitting confidential information on the computer system. Employees should use due care in addressing email messages to assure messages are not inadvertently sent to the wrong person inside or outside the City. Email creates a written record subject to court rules of discovery and may be used as evidence in claims or legal proceedings. Once sent, email cannot be retracted. Even after deletion at a workstation, email can be retrieved and read.

6. The safety and security of the City's network and resources must always be

considered when using the Internet.

7. Any programs from a non-current source (i.e., software that is not purchased in original diskette or CD ROM format) or which involve executable or binary files must not be downloaded or installed without prior permission from an employee's direct supervisor and without being properly scanned for viruses. Employees are not to share or reveal individual passwords to anyone or change their computer's password without permission from a direct supervisor.

8. Nothing in this chapter prohibits the use and access of the described systems for bona fide law enforcement and investigation purposes. The City Council has the right to restrict or prohibit any employee from Internet access or computer use for violation of these policies. Any employee who fails to comply with these rules is subject to disciplinary action, up to and including termination. In addition, violation of this Manual may subject employees to civil or criminal liability.

D. Employees using the e-mail, Internet, and other related systems within the City will be responsible for reimbursing the City for any expenses incurred from that use, such as the costs of printing or long-distance calls.

2. Phone Usage and Reimbursement Policy

A. City owned cellular phones may provided for the convenience of the City and employees in the performance of their official duties.

B. Employee Eligibility. A cell phone will be issued to an eligible employee or the City will provide reimbursement for use of a personal cell phone for City business when his/her job description requires the employee to:

1. Be reachable immediately
2. Be on call outside of normal business hours, or
3. Be away from a fixed workstation for a substantial portion of his/her work day.

C. Determination. Determination of cell phone issuance or reimbursement is up to the department director and City Manager. Employees that are issued a City–owned cell phone, or paid a monthly reimbursement, must be reachable on their cell phone both during and after regular business hours.

D. Tracking and Usage. An employee receiving phone reimbursement must provide the City with their cell phone number.

E. Personal Use. Personal use of City-owned cell phones is permitted for incidental calls during the time when the City is assessed minutes for usage. Personal usage on weekends and evenings will be unlimited as long as the City plan allows unlimited minutes on nights and weekends. Employees that have opted to use their personal cell phone and receive reimbursement from the City for business use should equally limit the amount of time they use their phone for personal use while on City time.

F. Cell Phone Care. Employees issued a City owned cell phone are responsible for its use and treatment. If a City-owned phone is damaged, lost or stolen, the employee is required to notify his/her supervisor immediately. The City will not be responsible for personal cell phone that get damaged, lost or stolen even if the event occurs whole on City time.

G. Reimbursement Amount. Employees that have been approved for reimbursement shall receive the following amount: (a) part-time employees will receive a monthly reimbursement of $20 per month. Full-time employees will receive a monthly reimbursement of $40 per month. Employees shall be responsible for all data usage fees, text message fees or other costs associated with the cell phone. Employees shall automatically receive the reimbursement amount in their regular payroll direct deposit at the request of the supervisor and are not required to submit their cell phone bills or expense requests.

H. GRAMA. Employees that received a City owned cell phone or a reimbursement may be required to provide records, including call data and texts, in response to a request under the Governmental Records Access and Management Act (GRAMA). In order to receive a City owned phone or a reimbursement, Employees agree that the City may be required to access their phone, including personal information, to comply with GRAMA.

Section 14.9 Employees' Conflicts of Interest and Ethics

A. All employees and elected officials shall review and comply with the Utah Municipal Officers' and Employees' Ethics Act – Utah Code §§ 10-3-1301 – 10-3-1312 (the "Ethics Act"). If employees have any questions or concerns regarding the Ethics Act, it is the responsibility of the employee to discuss their questions or concerns with their department head or the city manager. The department head or city manager may seek guidance from the City's human resource department or the city attorney with respect to any questions or concerns.

B. Nothing in this Section 14.9 shall be construed to limit or reduce any requirements of the Ethics Act.

C. Supervisors may not engage in romantic relationships with subordinates within their department.

D. Employees must disclose any outside employment relationship with any organization that conducts business with Heber City Corporation in accordance with Utah Code § 10-3-1307.

E. Every appointed or elected officer or municipal employee who is an officer, director, agent, employee, or owner of a substantial interest in any business entity which does or anticipates doing business with the municipality in which he is an appointed or elected officer or municipal employee, shall publicly disclose to the members of the body of which he is a member or by which he is employed immediately prior to any discussion by such body concerning matters relating to such business entity, the nature of his interest in that business entity. Utah Code § 10-3-1307.

1. The disclosure statement shall be entered in the minutes of the meeting.

2. Disclosure by municipal employee under this section is satisfied if the employee makes the disclosure in the manner required by Utah Code §§ 10-3-1305 and 10-3-1306.

F. City employees and officers shall not accept compensation or other consideration or favors from anyone other than the City for the performance of an act which they would be required or expected to perform in the regular course of their duties; nor shall such persons accept any gifts, except as defined in the State's Gift and Gratuities Policy, gratuities or favors of any kind which be perceived or interpreted as an attempt to influence their actions with respect to City business.

G. Use of office for personal benefit prohibited. Utah Code § 10-3-1304.

1. As used in this section, "economic benefit tantamount to a gift" includes:

a. a loan at an interest rate that is substantially lower than the commercial rate then currently prevalent for similar loans; and

b. compensation received for private services rendered at a rate substantially exceeding the fair market value of the services.

2. It is an offense for an elected or appointed officer or municipal employee, under circumstances not amounting to a violation of Utah Code § 63G-6-1001 or § 76-8-105, to:

a. disclose or improperly use private, controlled, or protected information acquired by reason of the officer's or employee's official position or in the course of official duties in order to further substantially the officer's or employee's personal economic interest or to secure special privileges or exemptions for the officer or employee or for others:

b. use or attempt to use the officer's or employee's official position to:

i. further special privileges for the officer's or employee's personal economic interest;

ii. secure special privileges for the officer or employee, or for others; or

c. knowingly receive, accept, take, seek, or solicit, directly or indirectly, for the officer or employee or for another, a gift of substantial value or a substantial economic benefit tantamount to a gift that:

i. would tend improperly to influence a reasonable person in the person's position to depart from the faithful and impartial discharge of the person's public duties; or

ii. the person knows or that a reasonable person in that position should know under the circumstances is primarily for the purpose of rewarding the person for official action taken.

3. Subsection 2C does not apply to:

a. an occasional non-pecuniary gift having a value of less than $50;

b. an award publicly presented in recognition of public services;

c. any bona fide loan made in the ordinary course of business; or

d. a political campaign contribution.

H. Employees may not give, offer, or promise, directly or indirectly, anything of value to any representative of a customer, or a potential customer, or of a financial institution in connection with

any transaction or business that Heber City Corporation may have with that the customer, potential customer, or financial institution.

I. No employee shall represent either the City or any outside public interest before any other agency, public or private, except with the express authorization or at the direction of the Heber City Mayor, City Council and/or City Manager.

J. Employees may not disclose inside information, confidential or personnel information to anyone, either inside or outside the organization, who does not have a legitimate business need to know it. No employee shall disclose to others, or use to further his/her own personal interests; confidential information acquired by said employees in the course of performing his/her official duties. City Employees and officers shall not use confidential information acquired by or available to them in the course of their employment with the City for personal gain or for personal, non-City business related reasons.

K. Employees who are designated in the City's Conflict of Interest Policy shall file the appropriate disclosure statement form required by the City each year as indicated in Section D above.

L. Compliance and Enforcement:

In the event a complaint is initiated against an employee for a conflict either disclosed or not disclosed, the process of adjudication shall be pursuant and consistent with Utah Code § 10-3-1311.

Section 14.10 Political Activity

A. No person shall be denied the opportunity to complete an application for a position with Heber City by virtue of political opinion or affiliation.

B. No person employed by the City may be involuntary terminated from service as a result of political opinion or affiliation. Any City employee may voluntarily contribute funds to political groups.

C. Any City employee may become a candidate for any public office.

D. Such employees who run for public office should be aware that, if the City Council determines a potential conflict of interest exists, the City Council may ask the employee to terminate their position as a City employee if the employee wins the election to hold a public office seat. The employee's position will not be held for the employee after his/her stay in office is ended.

E. No City officer or employee, whether elected or appointed, may directly or indirectly coerce, command, advise or solicit any officer or employee to pay, lend or contribute part of his/her salary or compensation or anything else of value to any party, committee, organization, agency or person for political purposes. No City officer or employee, whether elected or appointed, may attempt to make any officer's or employee's personnel status dependent upon the employee's support or lack of support for any political party, committee, organization, agency or person engaged in a political activity.

F. No officer or employee may engage in any political activity during the hours of employment nor shall any person solicit political contributions from city employees during hours of employment for political purposes, but nothing in this section shall preclude voluntary contributions by a City employee to the party or candidate of the employee's choice.

G. Nothing contained in this section shall be construed to permit partisan political activity of any city employee who is prevented or restricted from engaging in such political

Section 14.11 Indemnification

A. Except as set forth herein and in Paragraph B, in the event of any personal liability suit filed against employee, elected official, member of a city board, commission, council or committee, the City shall save, hold harmless and indemnify such individuals so long as that employee's or person's activities were in conformance to the work assigned as stipulated in the employee's job description, applicable statute, Council, or management directive or other municipal document setting forth the functions of the individual's performance on behalf of the City. The City further agrees to pay any and all damages, settlements, and/or legal fees which may result from such actions filed against such an individual or individuals duly authorized to represent the City. This does not inure to the benefit of an independent contractor or one perceived by the City to be an independent contractor.

B. An officer or employee of the City, whether elected, appointed, or employed, shall be personally liable and the City shall have no liability if it is determined:

1. That the act or omission in question did not occur;
   a. during the performance of the employee's duties; or
   b. within the scope of his employment; or
   c. under color of authority; or

2. That the injury or damage resulted from the fraud or malice of the employee; or

3. That the injury or damage on which the claim was based resulted from:

   a. the employee driving a vehicle, or being in actual physical control of a vehicle:
      i. with a blood alcohol content equal to or greater than the established legal limit; or
      ii. while under the influence of alcohol or any drug to a degree that rendered the person incapable of safely driving the vehicle; or

   b. the employee being physically or mentally impaired so as to be unable to reasonably perform his job function because of the non-prescribed use of a controlled substance as defined in Utah Code § 58-37-4, or because of the combined influence of alcohol and a non-prescribed controlled substance as defined by Utah Code § 58-37-4.

C. The provisions of this section shall not apply to those persons named as defendants in actions brought against them by the City.

Section 14.12 Driver's Licenses

A. Employees involved in the performance of their duties, operating a City owned vehicle or a private vehicle, must possess a valid driver's license with the appropriate class specification, if applicable. Employees must comply with the Commercial Driver's License Standards as established by

state law.

B. Any employee performing duties in operation of a City or private vehicle with a suspended, revoked, or lapsed license shall be subject to disciplinary action which may include possible termination.

C. An employee must notify their supervisor immediately upon suspension or revocation of their driver's license.

Section 14.13 Benefits for Part-Time Employees

Schedule of Benefits:

A. A 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 regular basis with no pre-determined separation date are not entitled to any fringe benefits such as paid time off. 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 part-time employee is not eligible for any fringe benefits. He/she is paid for the actual hours of work he/she completes.

Section 14.14 Violation of Personnel Rules and Regulations

Violations of the provisions of these policies and regulations shall be grounds for disciplinary action up to and including termination. Any person terminated for violation of the provisions herein shall, for a period of three (3) years, be ineligible for employment with Heber City.

Section 14.15 Legal Counsel Benefit

If an employee is involved in an on-duty fatality or a life-threatening incident, the City agrees to provide legal counsel of the City's choosing to represent the employee with legal advice and preliminary proceedings limited to the initial criminal and internal investigations. Said representation shall terminate and not extend beyond the termination or completion of the initial investigations, without written approval of the City. This representation shall not be made available for civil litigation defending the employee, or suit against the City. Once the investigations (criminal or internal) are completed, representation ends. Nothing in this policy is intended to compromise, alter or effect independent indemnification or coverage by our insurance carrier. If any provision is found to do so, said provision or policy is null and void.

Section 14.16 Funeral Benefit

If an employee is killed while in the performance of his or her duties, the City agrees to provide the deceased a grave plot in the Heber City Cemetery, and will pay for a reasonable funeral plan approved by the City Manager. For the purposes of this provision, the death of an employee by natural causes does not trigger this policy.

Section 14.17 Social Media Policy

Each employee is responsible for whether they participate in social media and what they post online, even while not at work if they identify themselves as a city employee, either explicitly or implied. No employee posting shall imply that they are speaking on behalf of Heber City or that their opinions are those of Heber City unless they have express authority from the City Manager to speak on behalf of the City.

Section 14.18 Telecommuting Policy

This policy outlines the telecommuting program and the rules and guidelines under which it operates. This policy further establishes the criteria by which qualified employees, in authorized positions, may perform their assigned responsibilities at a remote location. Heber City recognizes that a carefully planned telecommuting program is a viable work option and expects to benefit from a telecommuting program in the following ways:

- Improve employee effectiveness, productivity, and morale;
- Reduce absenteeism;
- Enhance employee recruitment and retention;
- Improve energy efficiency and air quality; and
- Effectively resume business as part of a disaster recovery or emergency plan.

A. General Policy

1. Telecommuting is not an employee right nor is it a universal employee benefit. Participation in the telecommuting program is at the discretion of, and subject to, the prior written approval of a department director. Heber City may modify or terminate the *Telecommute Agreement* at any time.

2. Employee participation in the telecommuting program is voluntary.

3. An employee may initiate a request to participate in the telecommuting program at any time.

4. An employee's participation in the telecommuting program should be transparent to any other entity interfacing with the telecommuter and may not adversely affect the performance of other employees. The decision to allow an employee to telecommute may not put a burden on staff remaining in the office. An equitable distribution of work must be maintained and methods implemented to ensure that employees working in the office do not have to handle the telecommuter's work.

5. A telecommuting agreement shall identify the number of days required in the office. For weeks with a holiday, the telecommute day(s) may need to be eliminated in that week.

6. Telecommuting employees shall comply with all applicable Heber City policies and the

Government Records Access and Management Act (GRAMA), Utah Code §63G-2-101, *et seq*.

7. An employee authorized to telecommute shall maintain proper security of the telecommuting environment to protect City information in accordance with GRAMA and authorized city record retention schedules. Unauthorized disclosure of City information subjects the employee to disciplinary action, criminal prosecution as provided by law, or both.

8. An employee authorized to telecommute shall perform official duties during their department's regular business hours at the alternate worksite.

9. An employee authorized to telecommute shall not provide care for children, elders, or others who would otherwise require a provider's care.

10. To telecommute, the employee shall, upon 24 hours' notice, allow Heber City to make inspections of the telecommuting worksite for document and information security, equipment security, safe working conditions, program compliance, and management reviews.

11. No clause in this policy precludes Heber City from taking any appropriate disciplinary or adverse action against an employee who fails to comply with the provisions of this policy.

12. The employee and supervisor shall determine as part of the telecommute agreement how job performance shall be measured. A copy of the agreement shall be submitted to Human Resources.

13. The participating employee is solely responsible for investigating any individual tax implications resulting from using a part of the home as a telecommuting workspace. Participating employees should consult their tax advisor.

14. No additional expense to the City may be incurred due to a voluntary telecommuting arrangement. If an employee is required to work from home an appropriate agreement will be created to address any expenses that may be incurred.

15. A telecommuting employee shall be available by phone and by online messaging during agreed upon work hours. The employee understands that regular checks of computer/network activity are part of the *Telecommute Agreement*.

16. The number of days worked from home in any week will be determined on a case by case basis and stated in the telecommute agreement. All agreements must be approved by the City Manager or designee.

B. Types of Telecommuting

1. Heber City permits two types of telecommuting arrangements, "regular and recurring" and "ad hoc." Some telecommuting situations require occasional or infrequent arrangements while others are more conducive to longer periods of scheduled arrangements. The intent in offering two types of telecommuting is to provide supervisors and managers with the maximum flexibility to establish a telecommuting arrangement that is conducive to a particular situation.

2. "Regular and recurring" telecommuting means a continuing arrangement under which an employee works at an alternate worksite for some portion of the work week or pay period.

3. "Ad hoc" telecommuting means an arrangement under which an employee may periodically work at an alternate worksite to complete one-time or unique assignments that can be performed away from the traditional office. This does not include an employee whose work regularly requires off-site work.

C. Requests to Participate in the Telecommuting Program

1. An employee may initiate a request to participate in the telecommuting program.

2. Each request for permission to participate in the telecommuting program shall be evaluated on its individual merit. Before entering into any *Telecommute Agreement*, the employee and manager, with the assistance of the Human Resources department and IT department, will evaluate the suitability of such an arrangement.

3. A copy of the *Telecommute Agreement*, with all necessary signatures, shall be submitted to Human Resources for review and then forwarded to the City Manager's office.

D. Approval Criteria

1. Position Criteria**:** The determination of whether a position is suitable for telecommuting should be based on job content rather than title. Tasks and functions that are generally suited for telecommuting include, but are not limited to: (a) writing (editing, drafting reports or decisions); (b) analysis (data, program, policy and financial); (c) call center functions; and (d) computer-oriented tasks (programming, data entry, and word processing).

2. Given that the operational needs of the department remain paramount, the department retains sole discretion to deny an employee's application to telecommute or to rescind a previously granted authorization to telecommute. Due consideration, on a case by case basis, should be given to the following:

a. **Public/City/Agency Contacts:** A position may not be suitable for telecommuting if a substantial portion of the job is devoted to face-to-face contact with the public, city departments, vendors or other agencies, or a combination of these.

b. **Information Security:** A position may not be suitable for telecommuting if the integrity or security of information cannot be maintained in accordance with information security policies, or the level of security cannot be duplicated at the alternate worksite in a cost-effective manner. Consistent with the organization's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of proprietary company and customer information accessible from their home office. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment.

c. **Reference Material:** A position may not be suitable for telecommuting if the employee requires access to material that cannot, or should not, be removed from the office.

d. **Resources:** A position may not be suitable for telecommuting if the department does not have sufficient staff causing the employee's absence from the office to adversely affect others left in the office or cause problems for the manager in managing office workload or coverage. Furthermore, a

position may not be suitable for telecommuting if appropriate equipment is unavailable.

e. **Task Scheduling:** A position may not be suitable for telecommuting if tasks that can be completed outside the office cannot be grouped and scheduled for telecommuting days, or the employee has insufficient duties or work activities that can be performed in an alternate worksite.

3. Basic Employee Criteria: The determination of whether an employee is suited for telecommuting should be based on documented, objective criteria. A Heber City employee is eligible to participate in the Telecommuting Program if:

a. The employee's current performance evaluation rating is "acceptable," or higher;
b. The employee is currently not on a performance improvement plan; and
c. The employee is not being disciplined, or currently subject to a corrective plan, to address violation of employee conduct rules and policies.

E. Working Conditions

1. An employee participating in Telecommuting Program shall receive the same benefits and protections that are provided to other Heber City employees. This includes worker's compensation benefits, as well as defense and indemnification for claims against an employee arising out of the employee's employment, as provided by the Governmental Immunity Act of Utah, Title 63G, Chapter 7.

2. Fair Labor Standards Act (FLSA) rules apply to telecommuters. The amount of time that an employee is required or allowed to work will not change due to participation in the Telecommuting Program.

3. The telecommuter's performance should be monitored in the same manner as the employees working at the traditional office.

F. Job Performance and Work Scheduling

1. A telecommuter and the supervisor should maintain a balance between the telecommuter's scheduling needs and preferences and the department's business needs. A normal telecommuting schedule shall be agreed to at the beginning of the telecommuting arrangement. The schedule shall be documented in the *Telecommute Agreement*. The supervisor and department director must be informed of, and agree to any changes to the agreed upon work schedule in writing.

2. Policies and procedures currently in place for requesting the use of leave or compensatory remain unchanged. The participating employee is responsible for requesting leave in advance from his/her supervisor and informing timekeepers of leave usage.

3. The employee shall be available for contact during the duty hours agreed upon by the employee and the employee's supervisor. There should be no perceived difference in responsiveness or services provided attributable to work location.

4. The employee shall complete all assigned work according to procedures mutually agreed upon by the employee and supervisor.

5. Documented declines in performance or violations of employee conduct rules and policies are grounds for termination of the *Telecommute Agreement*, initiating corrective or disciplinary

action, or both.

G. Worksite Requirement

1. The telecommuter's workspace is considered an extension of Heber City workspace. The City's liability for job-related accidents continues during the understood and approved work hours, but is limited to that approved workspace rather than applying to all areas of the home. The employee shall notify the supervisor immediately of any accident or injury that occurs at the workspace, shall complete any required forms, and be evaluated by Risk Management. The employee shall notify the supervisor immediately of any accident or injury that occurs at the workspace, shall complete any required forms, and be evaluated by the Safety Committee. Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. Injuries sustained by the employee in a home office location and in conjunction with his or her regular work duties are normally covered by the company's workers' compensation policy. Telecommuting employees are responsible for notifying the employer of such injuries as soon as practicable. The employee is liable for any injuries sustained by visitors to his or her home worksite.

2. The telecommuting program does not include personal customer contact or interaction with people on official business at the workspace. The City does not cover injuries to third parties at the workspace.

3. An employee may not telecommute if the presence of any third parties in the workspace would limit the employees' ability to protect the confidentiality of any records, physical or electronic, to which the employee has access.

4. The City is not liable for damages to the employee's personal or real property while the employee is working at the telecommuting worksite unless damages are caused as a direct result of malfunctioning City-owned equipment.

5. The City is not responsible for any costs associated with using an employee's home as the telecommuting worksite such as, maintenance, insurance, and utilities.

6. If the telecommuting arrangement involves activities that must be cleared through local zoning ordinances or home association regulations, the employee is responsible for initiating the approval process, complying with the applicable terms and conditions, and paying for all required costs.

7. The workspace must provide an environment similar to the office environment that is conducive to work, and free from distractions or unrelated activities.

H. Expenses

1. Reimbursement to the employee for the use of a personal cell phone for work-related purposes will be based on the City's policy outlined in the *Personnel Policy*, Section 14.8, D-2.

2. Generally, home internet service will not be provided or reimbursed unless the City requires the employee to work from home.

3. With the Director's prior permission, an employee shall obtain supplies for business use at the alternate worksite from the employee's primary worksite. Generally, out-of-pocket expenses will

not be reimbursed. Any exception must be approved by the employee's supervisor in advance of purchase.

4. A telecommuter may not be reimbursed for travel miles or receive compensation for time spent on the commute to the employee's primary worksite on any given day.

5. A supervisor may consider any expense not specifically covered in this policy on a case-by-case basis, considering the appropriateness of the expense reimbursed for similar non-telecommuting positions, and overall budget.

I. City-owned Hardware, Software, and Other Equipment Expenses

1. The provision of computer hardware, software, communications equipment, and other ancillary equipment needed to perform job functions in a telecommuting work environment is left solely to the discretion of the participating employee's director. An employee may not use employee-owned computer hardware, software, or other equipment under the terms of a telecommute agreement without the express permission of the IT Director.

2. The Information Technology department will establish internal policies pertaining to, but not limited to, ownership, inventory, proper use, modification, control, and maintenance of City-provided equipment. Failure to abide by internal policies governing City-provided computer hardware, software, and other equipment may lead to the termination of the telecommute contract, disciplinary action, corrective action, or a combination of these.

J. Employee-owned Hardware, Software, and Other Equipment

1. An employee may not use employee-owned computer hardware, software, or other equipment under the terms of a telecommute contract without the express permission of the Information Technology Director.

2. If the Information Technology director grants authorization to use employee-owned computer hardware, software, and/or other equipment, the supervisor shall confirm that the configuration thereof is compatible with the City's information technology infrastructure. The employee must certify that:

a. Up-to-date IT-approved anti-virus software is installed and maintained on employee-owned equipment prior to telecommuting. The IT Department must have full access to employee-owned computer hardware at all times, for inspection and ensure security on hardware is enabled and not compromised.

3. A request to telecommute may be denied based on the failure to certify that IT-recommended safeguards have been installed.

4. Heber City data, especially data categorized as sensitive, private, protected, controlled, or proprietary, may not be downloaded on employee-owned hardware.

5. The employee is responsible for the installation, maintenance, repair or replacement of employee-owned hardware, software, and other equipment. The City may provide technical support for employee-owned equipment on an as needed basis.

6. The participating employee must notify his or her supervisor immediately if the employee-owned equipment malfunctions. In the event of equipment failure, the employee is expected to return to their primary worksite until adequate repairs can be made.

Section 14.18 Secondary Employment - Disclosure

It is the expectation of the City that employment with the City is the primary employment for all full-time City employees, and the City employees not engage in secondary or outside employment that conflicts with their City employment or the negatively impacts their ability to perform job duties or functions with the City. Accordingly, full-time employees are permitted to engage in secondary or outside employment only under the following guidelines:

A. Types of Employment and Notice.

(1) Outside employment must not be of a type that would reasonably give rise to criticism or create the appearance or suspicion of conflicting interests or duties.

(2) Employees are required to provide written notification to the department manager using the Employee's Notice of Secondary Employment within ninety days of adoption of this Section 14.18, or before starting any secondary or outside employment after adoption of this Section 14.18. This notification should include the following information:

(a) The employer's name, business name, and business address.

(b) A general overview of the type of business engaged in by the secondary employer.

(c) The specific duties engaged in by the employee at their secondary employment.

B. Approval Process.

(1) The department manager shall review the information contained in the Employee's Notice of Secondary Employment and determine whether the secondary employment is approved or denied. Factors to consider include, but are not limited to, the following:

(a) Whether the secondary employment reasonably articulates some factor or factors which could negatively impact their employment with the City. For example, that the secondary employment could reasonably be expected to be too physically or mentally draining on the employee.

(b) Whether the secondary employment could create a conflict of interest with employment with the City.

(c) Whether the secondary employment involves behavior or conduct that would reflect negatively on the City.

(2) This decision shall be communicated in writing to the employee, using the same Employee's Notice of Secondary Employment. The employee:

(a) Shall abide by that decision.

(b) May appeal the decision to the City Manager, whose decision shall be final.

(c) May voluntarily resign their position and employment with the City.

Heber City Council Staff Report

MEETING DATE:	8/6/2024
SUBJECT:	Amendment to City Manager Contract Section 6: Automobile - Monthly Vehicle Allowance
RESPONSIBLE:	Cherie Ashe, Jeremy Cook
DEPARTMENT:	Human Resources
STRATEGIC RELEVANCE:	Community Resiliency

SUMMARY

The City Council in a previous agenda item updated the Personnel Policy to reflect an $800 per month vehicle allowance to replace the $500 vehicle allowance. This agenda item updates the City Manager's contract to be consistent with that new policy.

RECOMMENDATION

Staff recommends approval of the proposed amendment to Section 6 of the City Manager's Contract to be consistent with current adopted policy for vehicle allowance in the amount of $800 monthly.

BACKGROUND

Council requested the City review the policy for vehicle allowance. In the previous item on this agenda, Council updated the vehicle allowance from $500 to $800 per month. This item amends the City Manager's contract to be consistent with this new policy. The contract revisions read as follows.

- The Employer agrees to pay to the Employee $800.00 per month as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The Employer shall reimburse the Employee at half the IRS standard mileage rate for any business use of the vehicle outside of the greater Heber City area. For purposes of this Section 6, the greater Heber City area is defined as travel to locations within 50 miles (one way) of city hall. The City Council may increase the monthly vehicle allowance in conjunction with a compensation review under Section 3 without amending this Agreement.

DISCUSSION

The City Council updated the Personnel Policy to reflect an increase of $500 to $800 per month for Vehicle Allowance. Best practice involves ensuring employee's compensation/contracts match current policy.

FISCAL IMPACT

The fiscal impact of this action to update the City Manager's contract amounts to $300 per month, or $3,600 per year.

CONCLUSION

The proposed action brings the City Manager's contract up to date with current policy.

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue
I move to **continue** the item to another meeting on , with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:
Alternative 4 - Denial
I move to **deny** the item with the following findings.

ACCOUNTABILITY

Department: Human Resources
Staff member: Cherie Ashe, Human Resources Director
Jeremy Cook, City Attorney

EXHIBITS

1. First Amendment to Brower Employment Agreement - 4857-4788-9101 - 1

FIRST AMENDMENT
TO EMPLOYMENT AGREEMENT FOR MATTHEW BROWER

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT FOR MATTHEW BROWER (this "**Amendment**") is entered into effective July 1, 2024 by and between Heber City, a Utah municipal corporation, ("Employer") and Matthew Brower ("Employee")

RECITALS:

A. Employee and Employer entered into an Employment Agreement on February 1, 2023 (the "Agreement").

B. Employee and Employer wish to amend the Agreement to adjust for increases in cost of vehicle ownership and use.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants made herein and in the Original Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties to this Amendment agree as follows:

1. Amendment of Section 6. Section 6 of the Agreement is hereby amended and restated in its entirety as follows:

Section 6: Automobile - Monthly Vehicle Allowance

The Employer agrees to pay to the Employee $800.00 per month as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The Employer shall reimburse the Employee at half the IRS standard milage rate for any business use of the vehicle outside of the greater Heber City area. For purposes of this Section 6, the greater Heber City area is defined as travel to locations within 50 miles (one way) of city hall. The City Council may increase the monthly vehicle allowance in conjunction with a compensation review under Section 3 without amending this Agreement.

2. Conflicts. In the event of any conflict between the terms and conditions set forth in this Amendment and those set forth in the Agreement, the terms and conditions of this Amendment shall control.

3. Ratification. Except as expressly set forth in this Amendment, the Agreement is ratified and confirmed as written.

DATED this _____ day of _____, 2024.

HEBER CITY

_____
Heidi Franco, Mayor

ATTEST

_____
City Recorder

DATED this _____ day of _____, 2024.

_____
Matthew Brower