

# **REGULAR MEETING**

# Memo

To: Mayor and City Council  
From: Mark K. Anderson  
Date: 02/26/2015  
Re: City Council Agenda Items for March 5, 2015

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## REGULAR MEETING

**Item 1 – Approve Board Appointments to the Planning Commission and Airport Advisory Board:** Mayor McDonald is recommending that the following persons be appointed to the following positions on the Planning Commission and Airport Advisory Board:

Jeffrey Patton – Planning Commission Member  
Ryan P.C. Stack – Planning Commission Member  
Dennis Gunn – Planning Commission Alternate Member  
Rob Shallenberger – Airport Advisory Board Alternate Member

Enclosed are resumes that have been submitted by the above persons for your review. The proposed Planning Commission members are Heber City residents and Mr. Shallenberger is a resident of Charleston.

**Item 2 – Public Hearing to Discuss the Sale of Approximately 38.5 Acres of Public Property Located at Approximately 2200 South 500 West:** Last fall the Council authorized the creation of an RFP to start the development of the Airport Industrial Park. The RFP was approved by the Council in November and sent out to several parties in December. In January, 2015 the City received a proposal from Probst Electric (Three Strings Holdings, LLC) and Millstream Development. Based on the RFP responses, as the Council considers the sale of the Airport Industrial Park property, the Council is required to hold a public hearing to allow public comment on the proposed disposition of property.

A Public Hearing is required because the parcel in question meets the definition of a significant parcel as found in Heber City Code below:

**1.04.010 Significant Parcel Definition**

*The phrase, "significant parcel" as used in this Section and throughout the Heber City Code as it relates to disposal or acquisition of real property by, from or for the benefit of Heber City shall have the meaning herein prescribed: Any parcel or piece of property which is one acre or greater, or any parcel of property with a structure or structures upon it where the value of such improved real property is greater than \$500,000.00.*

**1.04.020 Reasonable Notice Definition**

*Reasonable notice as required by Utah Code Annotated, Section 10-8-2 (4)(b)(ii), and as used throughout the Heber City Code as it relates to disposal or acquisition of real property by, from or for the benefit of Heber City shall be at least 14 days before the opportunity for public comment under Subsection (4)(a)(ii), Utah Code annotated.*

Utah Code Section 10-8-2(4) reads as follows:

- (4) (a) Before a municipality may dispose of a significant parcel of real property, the municipality shall:
  - (i) provide reasonable notice of the proposed disposition at least 14 days before the opportunity for public comment under Subsection (4)(a)(ii); and
  - (ii) allow an opportunity for public comment on the proposed disposition.

The Council should solicit public input regarding the sale of property and consider comments made as they contemplate the sale of this property.

**Item 3 – Approve Purchase Agreement with Three Strings Holdings, LLC for the Sale of Approximately 38.5 Acres of Land:** Enclosed is a proposed Purchase Agreement with Three Strings Holdings, LLC for the sale of the Heber City Airport Industrial Park property. Enclosed you will find the following agreements:

- Purchase Agreement prepared by Heber City Staff
- Purchase Agreement with (redline/strikeout) requested changes from Three Strings Holdings, LLC.

Because Three Strings is requesting modifications to some of the provisions of the proposed agreement, staff would recommend the Council go into Closed Session to discuss the proposed changes.

Lastly, in reviewing the legal description of the ~1.5 acre parcel that was incorporated into the airport in 1997, we found that the legal description does not close. As a result, we are recommending the boundary of the parcel be surveyed and the cost shared between the two parties to determine the exact acreage of the property to be sold.

**Item 4– Approve the Disposal or Sale of Equipment:** Staff has identified five vehicles that we are requesting to be declared surplus and disposed of. Per City Ordinance, City owned property with a value in excess of \$5,000 requires City Council approval. (See below)

### **3.14.090 Disposal Or Lease Of Public Property**

A. No public property having an estimated value in excess of one hundred dollars (\$100.00) shall be disposed of or released to anyone other than the City, unless such property has been declared surplus by the City Manager or designee.

B. Whenever public property is surplus, unused, obsolete, unsuitable or otherwise no longer needed, the department head having control of such property shall notify the City Manager or designee. The City Manager or designee may notify other City departments of the availability of such property. The City Manager or designee shall supervise any transfer of such property to any other department. If no use can be made or can be expected to be made within the reasonably foreseeable future, the property shall be disposed of in accordance with this section.

C. The City Manager or designee shall prepare a listing of all City-owned property which s/he feels is no longer needed by the City and which can be declared surplus. After an item has been declared surplus, the property may be disposed of or leased. If an item has an estimated salvage value over five thousand dollars (\$5,000), the City Council shall approve its disposal. All disposals, leases and/or subleases of public property shall be made, in accordance with law, under the direction of the City Manager or designee.

D. Except as otherwise required by State law, boundary line agreements and deeds conveying unneeded portions of rights-of-way or easements may be executed without declaring the property surplus.

E. Before disposing of a significant parcel of real property, the City shall comply with the provisions of Utah Code Ann. 10-8-2(4). For purposes of this section, a significant parcel of real property is defined to be any parcel one acre or greater, or any parcel with a structure or structures upon it where the value of such improved real property is greater than \$500,000.00. Reasonable notice shall constitute posting the property thirty (30) days prior and publishing notice in a newspaper of local circulation fourteen (14) days prior to a public hearing concerning the disposition.

Although some vehicles will have a value less than \$5,000, I chose to include all vehicles on the list. Staff would recommend approval. (See attached list of vehicles)

### **Closed Session – Discuss the Sale of Real Property:**

# MINUTES

1 Heber City Corporation  
2 City Council Meeting  
3 January 27, 2015  
4 1:30 p.m.

5  
6 SPECIAL MEETING  
7

8 The Council of Heber City, Wasatch County, Utah, met in **Special Meeting** on January 27, 2015,  
9 in the City Council Chambers in Heber City, Utah

10  
11 I. Call to Order  
12

**Present:** Mayor Alan McDonald (arrived at 1:37 p.m.)  
Council Member Jeffery Bradshaw (left at 2:55 p.m.)  
Council Member Erik Rowland  
Council Member Heidi Franco  
Council Member Kelleen Potter

**Excused:** Council Member Robert Patterson

**Also Present:** City Manager Mark Anderson  
City Engineer Bart Mumford  
City Planner Tony Kohler  
Chief of Police Dave Booth  
City Attorney Mark Smedley  
City Deputy Recorder Allison Lutes

**Others Present:** Michael Nelson, David Nelson, Robert Muir, Brad Lyle, Ryan Starks,  
Redgie Probst and Wade Kelson

13  
14 Mayor Pro Tempore Bradshaw called the meeting to order, and turned the meeting over to Mark  
15 Anderson to explain the RFP proposals.  
16

17 **1. [Review Airport Industrial Park Requests For Proposals](#)**  
18

19 Anderson explained to the Council that the purpose of this meeting before they brought in the  
20 RFP applicants was to go over a list of questions developed during a meeting in the previous  
21 week between himself, Council Member Rowland, Tony Kohler and Ryan Starks. He added that  
22 City Attorney Mark Smedley was also present and suggested they hold a closed session after the  
23 RFP proposal presentations to discuss both. Anderson stated that he felt they had two good  
24 proposals and hoped that during this day's meeting with the RFP applicants, they would explore  
25 ways to ensure the City's objectives would be met, in creating meaningful employment and a  
26 strong tax base to help sustain ongoing City operations. Anderson solicited comments and  
27 questions from the Council, and asked whether they were comfortable with the list of proposed  
28 questions.

29  
30 Upon the arrival of Mayor McDonald at 1:37 p.m., Mayor Pro Tempore Bradshaw turned the  
31 direction of the meeting over to Mayor McDonald.

32  
33 Mayor McDonald felt comfortable with the proposed questions, but added he wanted to obtain  
34 assurances from the RFP applicants regarding their timing, and wanted to see their proposed  
35 projects move along quickly. Anderson then highlighted some additional questions on his list  
36 that he asked the Council to consider as they met with the applicants. With respect to planning  
37 fees, Anderson indicated that in the prior week's meeting with Council Member Rowland, Kohler  
38 and Starks, they were comfortable suggesting those fees, estimated to be around \$3000-\$4000,  
39 be waived as a sign of partnership, however Anderson added that there would be only so much  
40 they could do as reviewers of the proposals to avoid creating a potential conflict of interest.

41  
42 Anderson solicited the Council for their thoughts on how much property the City wished to  
43 control after the land was developed. He noted that in the meeting with Council Member  
44 Rowland and Starks, it was agreed that the businesses in the industrial park should resemble  
45 those in the City's manufacturing business park: Redmond, Rooftop Anchor, Probst Electric, all  
46 of which had been good employers and supportive of the community.

47  
48 Further discussion ensued regarding the potential options for the property and whether any  
49 aviation-related industry would potentially be attracted to the area. Starks related a meeting he  
50 attended with Theresa Foxley, Managing Director of Corporate Incentives for the Governor's  
51 Office of Economic Development, who responded positively when told of Heber City's potential  
52 to fulfill the current statewide need for "shovel ready" land on which to develop 10,000 to  
53 20,000 square-foot industrial or manufacturing facilities.

54  
55 Redgie Probst and Wade Kelson appeared to present their RFP to the Council, which consisted  
56 of three options. Anderson noted that Proposal Three would not be a viable option, due to  
57 ingress and egress issues. Probst responded that they assumed the City would do something with  
58 the remaining lots of which the City would retain ownership.

59  
60 Probst noted their preferred option was Proposal One, and stated that their long-term goal was to  
61 build-to-suit on the lots for which they retained ownership. Anderson expressed that the City  
62 would not want those lots to sit dormant for a long period of time. Kelson responded that they  
63 felt confident those lots would be occupied quickly, due to those in their industry that followed  
64 them. Probst affirmed they would be amenable to the idea of selling the City more than the  
65 stated 3.5 acres in the proposal, but would need to work up a cost, due to their having assumed  
66 all development costs and risks associated with the land. With regard to their willingness to  
67 construct spec buildings, Probst indicated they would prefer to have a lease or sale in place prior  
68 to construction. Upon further questioning, Probst confirmed that the proposed roadway would  
69 continue all the way to the property line. With respect to zoning changes to eliminate the  
70 potential for storage sheds, Probst indicated they would be willing to consider them as long as  
71 they had a say in any proposed changes.

72

73 When questioned about water rights, Kelson said they did have some rights they could transfer to  
74 the property, but they would need to look to the City for guidance on water rights. He added  
75 they were hoping water rights were included in the purchase price of the property.

76  
77 Probst confirmed they would be ready to immediately move on construction of its three  
78 buildings, assuming all infrastructure was in place, by September 1, and they would include  
79 retention ponds for each property.

80  
81 If Probst were to adopt a build-to-suit model, they would bring on a partner and work closely  
82 with the City and Ryan Starks to attract the type of businesses they would be looking to bring to  
83 the City, adding that they could potentially work with Traverse Mountain Developers to market  
84 the project. Probst planned to move their campus to the new building, retain ownership of their  
85 former campus, and lease it out.

86  
87 Anderson stated that they hoped to keep the RFP process moving forward on a 30-day time  
88 frame, so construction would commence in the summer.

89  
90 Probst stated they would likely contract with Millstream to complete the infrastructure; both  
91 seemed willing to work with each other.

92  
93 Regarding Probst's proposal to purchase the two-acre old sewer property, Anderson stated that  
94 they had reviewed it, and they were willing to discuss it, but not in the present meeting at that  
95 time.

96  
97 Dave Nelson, Robert Muir, Mike Nelson and Brad Lyle next appeared on behalf of Millstream  
98 Development. Lyle asserted that Millstream's presentation was intended to provide some  
99 flexibility to the City in addressing land use needs. Dave Nelson added that they proposed to  
100 build in essence a spec building or shell that would suit the business needs and would be  
101 expandable so businesses could grow without the need to retrofit or move to new space. He  
102 explained that exterior walls could be constructed within 30-45 days, and some prospective  
103 businesses would have the ability to install equipment according to their specific needs. Nelson  
104 also asserted that Millstream was not interested in retaining the property for any of their existing  
105 businesses. Mike Nelson added that their interest was purely from an investment perspective.

106  
107 David Nelson explained that under their proposal, Millstream would either do the infrastructure  
108 for a set fee, or they would take a portion of the property, approximately 4.5 acres as partial  
109 payment. The City would retain a large portion of the land, and Millstream would work with the  
110 City to identify the types of businesses they wanted to attract and to develop their 4.5 acres. He  
111 added that Millstream would be willing to work with the City on its share, but added the City  
112 would have the flexibility to work with whomever they wanted or to bring in another potential  
113 user that could purchase the large parcel. Millstream structured their proposal so that the City  
114 would not be dependent upon Millstream.

115  
116 Anderson next posed questions from the Council to Millstream, and their responses confirmed  
117 the following: 1) They would be willing to commit to a spec building if it were not industry-  
118 specific; 2) They would be amenable to zone changes that would eliminate storage yards or

119 sheds; 3) Their proposed roadway would extend to the animal shelter at the edge of the property;  
120 4) They expected water rights would be in addition to the price of the land; 5) They would be  
121 willing to consider, but would first need to explore whether they would be willing to purchase  
122 additional property from the City if they hadn't completed the infrastructure, but on the other  
123 hand, if they had completed all of the infrastructure, they would definitely consider purchasing  
124 from the City, because they would already have an interest in the industrial park; 6) The  
125 infrastructure as presented would be completed in approximately 120 days; and 7) They would  
126 be willing to share their infrastructure proposal with another party if that party were to purchase  
127 the entire property. Anderson stated that there would need to be an incentive in place for the  
128 City to move forward with Millstream and contract with them on the infrastructure, since the  
129 City ordinarily sourced design and construction. Brad Lyle responded that no other excavation  
130 company would be willing to do the work for \$800,000, and Mike Nelson added that because  
131 they were debt free, it allowed them to be competitive in the market. David Nelson also asserted  
132 that if they were involved in the design, they would expect to do so without a fee. He added that  
133 they could give recommendations regarding selection of companies to minimize cost.

134  
135 In response to questioning by Mayor McDonald, David Nelson affirmed they fully anticipated  
136 completing all of the infrastructure, even if the City were to sell the eighteen-acre parcel to  
137 another party. He added that they would be interested in retaining two contiguous lots, but noted  
138 that he wasn't certain the lot lines currently proposed would fit the potential use of the property.

139  
140 At 2:55 p.m., Council Member Bradshaw left the meeting.  
141

142 In response to some final questions, David Nelson asserted they would be willing to consider  
143 either leasing or selling if they were to adopt the build-to-suit model, and would need to work  
144 with the City on a case-by-case basis. He also stated that they would be willing to source the  
145 design team and bring bids to the City, and would not charge the typical 8% developers normally  
146 charged.

147  
148 Mayor McDonald thanked the Millstream Group for attending and presenting their proposal.  
149

150 **2. Closed Meeting as Necessary for the Purpose of Discussing the Purchase, Exchange,**  
151 **Lease or Sale of Real Property**  
152

153 At 3:00 p.m. Council Member Rowland moved to go into closed session for the purpose of  
154 discussing the purchase, exchange, lease or sale of real property. Council Member Franco made  
155 the second. Voting Aye: Council Members Rowland, Franco, and Potter.  
156

157 At 3:40 p.m. the Council returned to the Regular Session and adjourned the meeting.  
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161 Allison Lutes, Deputy Recorder  
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1 Heber City Corporation  
2 City Council Meeting  
3 February 19, 2015  
4 7:00 p.m.

5  
6 REGULAR MEETING  
7

8 The Council of Heber City, Wasatch County, Utah, met in **Regular Meeting** on February 19,  
9 2015, in the City Council Chambers in Heber City, Utah

10  
11 I. Call to Order  
12 [City Manager's Memo](#)

13  
14 **Present:** Mayor Alan McDonald  
Council Member Robert Patterson  
Council Member Jeffery Bradshaw  
Council Member Erik Rowland  
Council Member Heidi Franco  
Council Member Kelleen Potter

**Also Present:** City Manager Mark Anderson  
City Engineer Bart Mumford  
Chief of Police Dave Booth  
Deputy City Recorder Allison Lutes

15 **Others Present:** Tom Meecham, Beth Ann Schneider, Bill Lutes, Guy Haskell, Eric Straddock,  
16 Luke Straddock, Sherrilee Hill, Connely Hill, Danny Goode and others whose names were  
17 illegible.

18  
19 II. [Pledge of Allegiance: Council Member Jeffery Bradshaw](#)

20  
21 III. [Prayer/Thought: By Invitation \(Default Mayor Alan McDonald\)](#)

22  
23 IV. [Minutes for Approval: January 10, 2015 Special Meeting; February 5, 2015 Work and](#)  
24 [Regular Meetings](#)

25  
26 Council Member Patterson moved to approve the above-listed minutes. Council Member Franco  
27 made the second.

28 Voting Aye: Council Members Robert Patterson, Jeffery Bradshaw, Erik Rowland, Heidi Franco,  
29 and Kelleen Potter.

30  
31 V. [Open Period for Public Comments](#)

32  
33 Mayor McDonald asked for comments from the audience on items not addressed on the agenda.  
34 No comments were given.

35 4. [Beth Ann Schneider - Request for Funds to Pay for Porta Potties for the B-17 Event](#)  
36 [Scheduled on June 8th-15th](#)  
37 [Beth Ann Schneider Request](#)  
38

39 Beth Ann Schneider made a brief presentation to request support for the B-17 event hosted by  
40 the Commemorative Air Force, scheduled for June 8-15 at the Heber City Airport. She noted  
41 that based on the success of the prior year's B-25 event, they decided to go forward with another  
42 event to highlight the B-17. Schneider thanked Mayor McDonald for his letter in support of their  
43 grant proposal to the Chamber Marketing Committee, which they received and planned to use  
44 the money to launch an advertising campaign on March 2 for the B-17 event. Schneider outlined  
45 the particulars of the pending event and concluded by requesting that the Council approve a \$500  
46 donation to not only cover the Porta-Potties, which cost \$380, but they were also working on a  
47 sponsor donor that would cost \$70, and food for the band and volunteers for the Friday night  
48 Swing Dance, which would cost approximately \$50.  
49

50 Rowland expressed for the record his opinion that these events were just the type of events to  
51 bring public exposure to the City and to provide the valley residents with an education on what  
52 was happening at the airport and to understand the asset the airport was to the City. Mayor  
53 McDonald suggested the City budget an annual amount for events such as this.  
54

55 Council Member Rowland moved to approve a \$500 donation to the Commemorative Air Force  
56 for the B-17 event scheduled on June 8-15. Council Member Patterson made the second.  
57

58 Voting Aye: Council Members Robert Patterson, Jeffery Bradshaw, Erik Rowland, Heidi Franco,  
59 and Kelleen Potter.  
60

61 1. [Ordinance 2015-06, an Ordinance Repealing Chapter 18.87 Apartments, and Amending](#)  
62 [Section 18.60.020 Permitted Uses \(in the R-3 Residential Zone\), of the Heber City](#)  
63 [Municipal Code](#)  
64 [Staff Report Re R-3 Zone](#)  
65 [Ordinance 2015-06](#)  
66

67 Council Member Rowland moved to approve Ordinance 2015-06, an ordinance repealing  
68 Chapter 18.87 Apartments, and amending Section 18.60.020 Permitted Uses (in the R-3  
69 Residential Zone), of the Heber City Municipal Code. Council Member Franco made the second.  
70

71 Voting Aye: Council Members Robert Patterson, Jeffery Bradshaw, Erik Rowland, Heidi Franco,  
72 and Kelleen Potter.  
73

74 2. [Ordinance 2015-07, an Ordinance Amending Section 306 of the C2 & C4 and C3 Design](#)  
75 [Criteria relating to Building Height](#)  
76 [Staff Report re Building Height in Commercial Zones](#)  
77 [Ordinance 2015-07](#)  
78

79 Council Member Franco confirmed with Anderson that the historical design criteria remained in  
80 the proposed amendment.

81 Council Member Bradshaw moved to approve Ordinance 2015-07, an Ordinance Amending  
82 Section 306 of the C2 & C4 and C3 Design Criteria relating to Building Height Council Member  
83 Patterson made the second.

84  
85 Voting Aye: Council Members Robert Patterson, Jeffery Bradshaw, Erik Rowland, Heidi Franco,  
86 and Kelleen Potter.

87  
88 3. [Haskell Homes, Request to Obtain Temporary Building Permits for Swift Creek](#)  
89 [Subdivision Phase 2](#)  
90 [Staff Report](#)  
91 [Swift Creek Phase II Request](#)

92  
93 Mumford explained that the Swift Creek subdivision was essentially complete, with only the  
94 following outstanding items: phone lines and the installation of street lights. Accordingly, the  
95 developer was requesting permission to exercise a provision under the code, whereby they would  
96 demonstrate a hardship to allow temporary building permits prior to completion of those items.  
97 The developer committed to completing the outstanding items within a short time frame once the  
98 items came in. Mumford added that similar exceptions have been granted before, and from the  
99 staff's perspective, there would not be an issue in allowing the temporary building permits.

100  
101 Council Member Rowland moved to approve Haskell Homes request to obtain temporary  
102 building permits for Swift Creek Subdivision Phase 2. Council Member Franco made the  
103 second.

104  
105 Voting Aye: Council Members Robert Patterson, Jeffery Bradshaw, Erik Rowland, Heidi Franco,  
106 and Kelleen Potter.

107  
108 Mayor McDonald noted the presence of Boy Scouts and asked them to stand, give their rank and  
109 the merit badges for which they were working on.

110  
111 Danny Goode, representing the County Council, briefly appeared to notify the Council that Kraig  
112 Powell's Transfer Development Rights ("TDR") Bill (HB 287) was going to the committee on  
113 February 20 at 2:00 p.m., and invited Council Members to attend and speak to the committee on  
114 behalf of the bill, should any member wish to do so. The bill would allow extending sending  
115 zones from Wasatch County to increase density in receiving zones in Heber City. Goode noted  
116 that the League of Cities and Towns was against the bill, and added that one of the concerns  
117 cited was that cities and counties were trying to force high density into areas to allow low  
118 income housing. Goode concluded, stating that there was a possibility that if the bill failed in the  
119 House or on the floor that it would eliminate the goal of sharing TDRs.

120  
121 5. [Closed Meeting for the Purpose of Discussing the Purchase, Exchange, Lease or Sale of](#)  
122 [Real Property](#)

123  
124 At 7:25 p.m., Council Member Bradshaw moved to enter into closed meeting for the purpose of  
125 discussing the purchase, exchange, lease or sale of real property. Council Member Patterson  
126 made the second.

127 Voting Aye: Council Members Robert Patterson, Jeffery Bradshaw, Erik Rowland, Heidi Franco,  
128 and Kelleen Potter.

129  
130 At 7:40 p.m., the Council returned to the Regular Session and adjourned the meeting.

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Allison Lutes, Deputy City Recorder

DRAFT

1 Heber City Corporation  
2 City Council Meeting  
3 February 19, 2015  
4 6:30 p.m.

5  
6 WORK MEETING  
7

8 The Council of Heber City, Wasatch County, Utah, met in **Work Meeting** on February 19, 2015,  
9 in the City Council Chambers in Heber City, Utah

10  
11 I. Call to Order

12  
13 [City Manager's Memo](#)  
14

**Present:** Mayor Alan McDonald  
Council Member Robert Patterson  
Council Member Jeffery Bradshaw  
Council Member Erik Rowland  
Council Member Heidi Franco  
Council Member Kelleen Potter

**Also Present:** City Manager Mark Anderson  
City Attorney Mark Smedley  
City Engineer Bart Mumford  
Chief of Police Dave Booth  
City Deputy Recorder Allison Lutes

15  
16  
17 **Others Present:** Wes Bingham, Tom Meecham, Larry Newhall, Erin Holcombe, Bill Lutes and  
18 others whose names were illegible.

19  
20 1. [Mark Smedley, Open Meeting Act Training](#)

21  
22 [Mark Smedley Memorandum Re Open Meetings Act Training](#)

23  
24 [Utah Code Title 52 Chapter 4](#)  
25

26 Smedley discussed the Open Meetings Act, specifically as it related to closed meetings. He  
27 pointed out that all political or public-affiliated entity meetings were open to the public, with a  
28 few exceptions. Smedley explained that a closed meeting must be raised as a motion during an  
29 open meeting, must be articulated with specificity to avoid challenges, and it required a two-  
30 thirds vote to pass. Smedley also stated that closed meetings did not necessarily have to be  
31 noticed ahead of time, but added that it was a requirement that a quorum be present in order to go  
32 into a closed meeting. He noted that the City's current practice adding a statement on all  
33 meeting agenda that notified the public concerning a potential closed meeting was a good  
34 practice. Smedley further advised the Council that issues could be discussed but decisions could

35 not be made during closed meetings, only in open meeting upon motion. Smedley offered his  
36 suggestion that even if Council was prepared to make a decision out of a closed meeting, Council  
37 should wait and notice it on the next open meeting agenda. Smedley further noted that closed  
38 meetings must be electronically recorded, but written recording of the meeting would be at the  
39 Mayor's discretion. Any electronic or written recording would be designated as protected  
40 records, and could not be viewed unless approved by a court of proper jurisdiction. Smedley  
41 cautioned the Council not to discuss the substance of any closed meeting with others. Further  
42 discussion ensued regarding defining a "public body" as provided in the Act. Smedley  
43 concluded that any entity that was not private and had any public interest must hold public  
44 meetings. Finally, Smedley noted that chance or social meetings could not be used to  
45 circumvent the act.

46

## 47 2. Discuss Replacement of 130 Feet of Sewer Line at 750 East Center Street

48

### 49 Staff Report Re Sewer Line Replacement

50

51 Mumford explained that the developer of Broadhead Estates needed to connect to the City sewer  
52 line running down Center Street, but had not started trenching, pending the Council's decision as  
53 to the budget request. He further explained that a 130-foot section of the City sewer line was  
54 found to have deteriorated with broken joints and invasive roots, and needed to be replaced.  
55 Mumford stated that they were seeking the Council's support to amend the budget to reimburse  
56 the contractor for the use of BD Bush Excavation to replace the line so that construction could  
57 proceed. Mumford added that the City had worked with BD Bush before and they were a good  
58 contractor. He added that the current bid was not out of line, and in fact if the City were to seek  
59 outside bids, it could increase time and money.

60

61 The Council expressed support for this agenda item, and noted that it would be added to the next  
62 regular meeting agenda.

63

## 64 3. Update of Public Safety Building - Discuss Color of Window Frames

65

66 Erin Holcombe with GSBS presented the Council with conceptual renderings depicting the black  
67 or white window frame color schemes for their consideration. She explained that when the  
68 building material was changed from sandstone to masonry for budgetary reasons, they found that  
69 the white window frames didn't tie in quite as well and looked less rich. They believed the dark  
70 window frames would pull out some contrast. GSBS proposed to pull off the black on some of  
71 the more dominate features and replace with a soft gray-green. Holcomb added that the  
72 proposed change would not impact cost or schedule, and the finish was warranted for 30 years.  
73 After some discussion, the Council agreed to proceed with the black window frames.

74

75 With no further business, the meeting was adjourned.

76

77

78

79

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Allison Lutes, Deputy City Recorder

# TAB 1

**mkellogg@ci.heber.ut.us**

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**From:** Jeff Patton <jffrypttn@gmail.com>  
**Sent:** Monday, February 09, 2015 8:13 PM  
**To:** mkellogg@ci.heber.ut.us  
**Subject:** Volunteer Planning Commission  
**Attachments:** Heber City Resume 020915.pdf

Hello Michelle;

Thank you for returning my call about the Planning Commission volunteer opportunity. I am attaching my resume for your use in reference to my qualifications for the position. Currently I work in our Salt Lake City office but we are relocating to Park City this summer so my availability for meetings should not be a problem. Feel free to circulate this to whoever is appropriate.

Please let me know if you need any additional information or would like to schedule a personal interview.

Thank you again.

Jeff Patton

Jeffrey Patton  
385 Flour Mill Road  
Heber City, Utah 84032  
435.709.1538  
jffrypttn@gmail.com

### **STATEMENT**

This is submitted to express my interest in serving as a volunteer to the Heber City Planning Commission. My education in Architecture included several courses in City Planning which I believe will serve me well in this capacity. I have over 30 years in construction planning and administration, primarily collaborating with designers, planners and engineers. I work well in a team environment and value the individual talents of all the members. My experience is a balance of governmental, commercial, hospitality and resort residential work.

### **EDUCATION and CERTIFICATIONS**

BPS in Architecture –SUNY @ Buffalo, NY, 1980, graduate studies through 1982; Theatre minor  
Associate AIA, Colorado  
LEED AP  
ASHE Healthcare Construction Certified  
OSHA 10/OSHA 30 hour certification

### **EMPLOYMENT SUMMARY**

2011	Senior Estimator - 3/11 to present	Big D Construction/Signature, Salt Lake City, UT Nationally sought after high end home construction utilizing Design/Build collaboration
2009 – 2011	Preconstruction Manager	Hawk Contracting Group, Inc., Montrose, CO Manager SDVOSB contractor specializing in local and remote government and hospital work
2008 – 2009	Preconstruction Manager	Shaw Construction, Grand Junction, CO Lead responsibility for negotiation of 5 project \$74.5M improvements to Mesa State College
2003 – 2008	Senior Estimator	Bread Loaf Corp., Middlebury, VT Design/build firm with in-house architects specializing in Integrated Project Management. DBIA and AIA award winning and LEED Gold certified projects acquired by competition
2002 – 2003	Preconstruction Manager	Newcastle Development, Denver, CO
2000 – 2002	Chief Estimator	Ciminelli Development Williamsville, NY
1997 – 2000	Estimator/Project Manager	ADF Construction Management, Amherst, NY
1983 – 1997	Estimator/Project Manager	Picone Construction, Clarence, NY

### **PERSONAL SKILLS**

Software – Timberline, On Screen Take Off, Sure Track, MS Project, Microsoft Office Programs  
Trade Skills – Rough and finish carpentry, Furniture design and construction, Roofing, Siding  
Accomplishments – Studs out renovation 1902 Victorian house, Buffalo, NY  
New 2,500 SF house, Lancaster, NY – Design/Build  
New 3,000 SF house, Middlebury, VT – Design/Build (fire destroyed 2006)  
Second new house, Middlebury, VT – Design/Build

### **OUTLOOK**

Whether you think you can or you can't, you're probably right

# Ryan P.C. Stack

1150 E. Grist Mill Road  
Heber City, UT 84032  
435-659-6698 / ryanstack@gmail.com

---

February 9, 2015

Mayor Alan W. McDonald  
c/o Michelle Kellogg  
mkellogg@ci.heber.ut.us

RE: Application for Heber City Planning Commission

Dear Mayor McDonald,

One does not have to be in Heber long to appreciate the special place it is. As a city resident and parent of small children I am eager to get involved to see that Heber retains its charm as it grows. As someone who has lived in southern California, Park City, Salt Lake City, and now Heber City I have seen a great deal about what does and does not work when it comes to city planning and zoning. This background gives me a unique perspective that I believe can assist the City as it wrestles with inevitable growth and the blessings and curses that growth brings.

As for my work background, I currently work as an attorney for Summit County. While my primary responsibility is to the criminal division of the Attorneys' Office as a prosecutor, I also act as counsel to the Summit County Board of Adjustment. In this capacity I attend the Board's monthly meetings and provide advice as needed.

I hope for the opportunity to meet with you, introduce myself, and further share my interest in joining the Heber City Planning Commission.

My thanks for your consideration,



Ryan P.C. Stack

# Ryan P.C. Stack

1150 E. Grist Mill Road  
Heber City, UT 84032  
435-659-6698 / ryanstack@gmail.com

---

## Professional Experience

**Summit County Attorney's Office, Park City, UT, Prosecuting Attorney:** Currently responsible for a full-time felony caseload including white collar and narcotics trafficking offenses. Manage cases in a vertical-prosecution model, personally handling all cases from investigation through adjudication/disposition. Extensive motions practice, preliminary hearing and trial experience (bench and jury). Maintain close working relationship with local law enforcement agencies to assist in the investigation and screening of criminal offenses. Review search warrants and investigative subpoenas. Counsel to the Summit County Board of Adjustment (attend monthly meetings and provide legal advice). Previously responsible for the screening and prosecution of all cases filed in the Summit County Justice Court. (March 2011-present).

**Salt Lake City Prosecutor's Office, Senior Assistant City Prosecutor:** Lead prosecutor in motion hearings, bench trials, and over thirty jury trials. Conducted in-depth research and drafted briefs as part of an intensive motions practice. Contacted and coordinated witnesses. Appellate experience including researching, drafting, and filing briefs in the Utah Court of Appeals and the Utah Supreme Court. Reported case: *Salt Lake City v. Street*, 2011 UT App 111 (Utah Ct. App. 2011). (October 2007-March 2011).

**The Law Office of Ryan Stack, Park City, UT, Attorney:** Advised and drafted documents for small business owner-client. Worked for attorney on a contract basis, performing legal research and drafting memoranda of findings. (January-October 2007).

**University of San Diego Legal Clinics, Civil Clinic, Legal Intern:** Represented low-income clients on a variety of cases including bank fraud, landlord tenant disputes, insurance disputes, and other civil issues. (January-May 2006).

## Bar Admissions

**Utah** (October 2006)

## Education

### University of San Diego School of Law

J.D., top third of class (May 2006)

### Honors

Lawyering Skills I, *Best Appellate Brief*

### Activities

President, Federalist Society (2005-2006)

### University of San Diego

B.A. Philosophy, *summa cum laude* (2003)

Minors: Business Administration, English

### Honors

Dean's List First Honors; Departmental honors in Philosophy; Carlin Book Prize in Philosophy; Published in university literary journal; Presidential Scholarship recipient

### Activities

Resident Assistant (August 2001-May 2003); Alcalá Club (April 2000-May 2003).

## Honors and Activities

Utah State Bar Examiner – Constitutional Law

Graduate of the Utah Prosecution Council's "Train the Trainers" course, March 2011

Graduate of Trial Advocacy I course at the National College of District Attorneys (National Advocacy Center, Columbia, South Carolina), December 2009

Salt Lake City Prosecutor's Office Trial Attorney of the Year, 2008

February 6, 2015

Dear Mayor McDonald,

I am respectfully submitting application for the position of Planning Commission in Heber City.

Having served the community of Coalville for 22 years as Sewer Department Manager and GIS Manager I have had the fulfilling experience of working hand in hand with the City Council and Planning Commission. As the manager of the Sewer Dept. and working with the Director of Public Works, I had the opportunity of witnessing how vital sound organized planning is to a community. Being employed with a small municipality one gets the opportunity to see close at hand how all of the parts of City government interact.

I believe it is one's duty to serve their community when possible and where they may employ skills to benefit the community as a whole. I have volunteered many hours in my life to this. I am currently serving the Heber Valley as Operator at the HVSSD and a member of the Wasatch County CERT team and the community of North Summit as an EMT and volunteer firefighter.

I bring my knowlege of government organization, experience, knowlege of Arcview and various software and my understanding of seeing the big picture as well as each individual perspective. I also bring my ability for team work and balance to the table. I have the ability to listen to concerns and can usually arrive at a peaceful understanding. I realize the operations of the Planning Commission affect real people and their lives and do not take decisions lightly.

I would appreciate your consideration in this and hopefully I will be able to serve this beautiful City in a positive way. The Heber Valley has a robust economy and community. I hope to contribute to it's ongoing success.

I have always loved the Heber Valley and am grateful to be employed here and moved my family here a year and a half ago.

Thank you for your consideration and service.

Sincerely,

Dennis M Gunn

**Dennis M Gunn**  
446 E 200 South  
Heber City, Ut. 84032  
(435) 901-2257  
[dennismgunn65@gmail.com](mailto:dennismgunn65@gmail.com)

**Goals:**

Serve Heber Valley as General Manager of HVSSD, Serve on Heber City Planning Commission, Serve on Heber City Council, Serve as Mayor, Heber City.

**Education:**

- Graduated North Summit High School May 1983.
- Attended Utah Technical College.

**Experience:**

- Heber Valley Special Service District - June 2013 to Present.
  - Position Held;
    - Plant Operator.
      - Duties and Responsibilities;
        - Various tasks related to plant and farm operations.
        - Management training.
- Coalville City Municipal Corporation -March 1991 to May 2013.
  - Positions Held;
    - Operations and Maintenance Manager;
      - Duties and Responsibilities;
        - Manage Sewer Department Operations and Maintenance for mechanical water reclamation facility and collection system, project planning and implementation, capacity management and development, assist Public Works as watersystem operator, streets maintenance, other City infrastructure maintenance.
    - GIS Manager;
      - Duties and Responsibilities;
        - Assist Public Works Director, City Planner and engineering, City Mayor and Council as well as other members of Staff.
        - Locate and inventory and map City's infrastructure,
          - ie.; Sewer Facilities, Culinary Water Facilities, Pressurized Irrigation System, Streets, Parcels and other City and neighboring facilities.
        - Design maps, perform analysis of infrastructure and land use within and outside of City Limits.
        - Assist Planning with GIS needs.

**Skills:**

- Arcview (GIS),
- CommunityViz (GIS/Community Development software),
- Microsoft Office; ie; Word, Excel, Powerpoint, etc.
- Open Office.
- Android.
- Trimble.
- Google Earth,
- Environmental Laboratory,
- Utility Management,
- etc.

**Certifications:**

- Utility Manager (NRWA).
- Water Specialist IV (Ut DDW).
- Treatment IV (Ut DWQ).
- Collections II (Ut DWQ).
- Ham Radio Operator - Technician (FCC).
- CERT - Wasatch County (FEMA).
- CERT Instructor (UFA).
- Advanced EMT Instructor (Ut BEMS).
- CPR/AED/First Aid Instructor (AHA).

**Awards/Recognition:**

- William D. Hatfield Award (WEF).
- Operations and Maintenance Excellence Nat'l. Second Place Award (EPA).
- Outstanding Operator (UWPCA).
- Best Operated Plant Award (WEAU).
- Outstanding Operator (RWAU).
- Operator of the Year (RWAU).

**Volunteer History:**

- President Professional Wastewater Operations Division (WEAU).
- Board of Directors (WEAU).
- Awards Committee Chairman (WEAU).
- AEMT (NSEMS).
- Training Officer (NSEMS).
- Instructor (American Heart Association).
- Various Committees UDWQ.



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## *Rob Shallenberger*

Rob was born and raised in Orem, Utah. After serving an LDS mission in La Paz, Bolivia he attended Utah State University where he graduated in 2000 with a degree in Marketing. He went on to earn an MBA from Colorado State University.

Rob served as an F-16 Fighter Pilot in the Air Force for 11 years. He was also an Advance Agent for Air Force One and travelled the world working with foreign embassies and the Secret Service.

He's the CEO of Becoming Your Best Global Leadership. His company just released a national bestselling book titled *Becoming Your Best: The 12 Principles of Highly Successful Leaders*. He's also the author of the book *How to Succeed in High School* and a soon-to-be released book on helping missionaries succeed after their mission.

Rob is a top-rated global speaker and trainer. He and his team have trained Fortune 500 companies and government leaders around the world.

He's passionate about being successful in life, but also at home. He's been married for 17 years and has four children.

# TAB 2

**There are no physical  
materials for this  
agenda item.**

**TAB 3**

## PURCHASE AGREEMENT

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 2015, between Heber City and Three Strings Holdings, LLC, (hereinafter referred to as Strings).

### WITNESSETH:

That the Parties to this Agreement, in consideration of the promises and agreements contained herein, stipulate and agree as follows:

1. Heber City, for the sum of \$75,000 per acre, agrees to sell and convey to Strings approximately 38.5 acres of ground located in the Heber City Airport Industrial Park, which has access from Airport Road in Heber City, Utah, which parcel is shown in attached Exhibit A. (hereinafter the "Property")

2. Up to 2 acre-feet of water rights per acre will be made available by the City for the development of the 15.129, 1.682, and 2.013 acre parcels upon which Strings expects to initially construct 54,000 sq. feet of office/shop space. If water right needs for the parcels exceed 2-acre feet, as determined by the City Engineer, Strings will be required to provide additional water rights to the City or Heber City will make additional water rights available at \$6,000 per acre-foot up to a maximum of 3 acre feet per acre. Any such water rights exceeding 3 acre-feet, which would come from the City, will need to be negotiated. This right is to be extended to other buildings that may be constructed on these parcels at future dates.

2.1. Heber City shall not transfer any water, water shares or water rights to Strings or the Property. The City shall allow Strings to use the above-described water.

3. No water rights will be provided by the City for any the other parcels within the Property. However, for those other parcels, the City will offer for sale up to 3 acre feet of water rights per acre at \$6,000 per acre foot for the development needs of the parcels. Additional water rights (above 3 acre feet) if obtained from the City will need to be negotiated with the City, or such water rights may be provided by the developer of the parcel.

4. Strings agrees to engage a civil engineer within 30 days of the execution of the purchase agreement to design the subdivision improvements and to pursue in good faith, the development of the property with due diligence.

5. Strings agrees to commence construction of approximately 54,000 sq. feet of office/shop space within 12 months of the acceptance of the subdivision improvements, and shall be pursued with due diligence. Said office space is not limited to one building. If construction of the buildings is not initiated within twelve months of subdivision approval, as articulated above, or not substantially completed within eighteen months of that same date, the City shall withdraw the water offered under paragraph 2 that is associated for the use of those buildings on that

parcel.

6. Strings or its designated partner agrees to commence construction of approximately 20,000 sq. feet of industrial spec/incubator building within 12 months of the acceptance of the subdivision improvements, and shall be pursued with due diligence. If construction of the building is not initiated within twelve months of subdivision approval, Strings agrees to pay a \$100 per day penalty until construction of the building commences.

7. Subdivision development and installation of required subdivision improvements to the property shall commence within 12 months of the sale of the property to Strings and shall be complete within 24 months of the sale of the property. Strings shall be responsible for bearing all costs associated with development of the property, including but not limited to said improvements. This Section shall be subject to Section 11 below.

8. Undeveloped property or lots within the Property controlled by Strings or their partners will be actively marketed by Strings to prospective industrial businesses.

9. Within 12 months of recording the subdivision plat, Heber City shall have the right to purchase the 1.5 and 2.034 acre parcels at \$75,000 per acre. Strings agrees to provide said lots with an unencumbered title, and in a building permit ready condition.

10. Strings and Heber City agree to work together to amend the current zoning of the Property or deed restrict (for 10 years) the Property from being used for the construction of storage sheds, outside equipment storage (sole use) and other uses that would be inconsistent with the City's goal to create quality jobs within the park.

11. The City will waive Planning Commission application fees for the concept, preliminary and final approvals.

12. Notwithstanding this cooperative effort and agreement, Strings, as the owner of the Property, shall be responsible to obtain Planning Commission approval of any site design, and Planning Commission and City Council approval for the subdivision and associated improvements of the Property, and bond for the construction of the improvements consistent with all City Standards and Ordinances per the concept plan shown in Exhibit A. Subsequent approval of each individual parcel shall be subject to meeting all City standards and requirements. Nothing in this agreement shall be construed to limit the city's regulatory authority, associated with subdivision completion requirements, and compliance with applicable zoning and subdivision ordinances and building codes. To expedite the process, Heber City obtained concept approval from the Planning Commission on February 12<sup>th</sup>, 2015. The development of the Property includes the following:

- a. All streets shall be dedicated to the public; Development of the Property shall include a public road that is constructed to the southern property line for connection to future industrial development to the south;
- b. Off-site improvements include the extension of the existing road and utilities in Airport Road to the property line at the north entrance, and the southwest property line at the south entrance, along with acceptable storm water retention facilities for both onsite and offsite roads; and
- c. All developed streets, except on Airport Road, shall have curb and gutter provided, constructed and installed by Strings.

13. In the event Strings defaults in any provision of this Agreement, including but not limited to failure to improve the Property, failure to construct the buildings or improvements required, or abandonment, the City, without waiving, restricting or losing any other remedial rights provided by local, state or federal law, statutes or codes, shall have the right to retake possession of the Property, or any portion thereof, and any or all associated improvements, at the City's sole discretion, subject to the City reimbursing Strings for the per acre purchase price plus any verified and reasonable out of pocket costs to Strings for any improvements or infrastructure to said property.

14. Heber City represents that the City has fee title to the Property and will convey good and marketable title to Strings at Closing by special warranty deed. Said special warranty deed shall be limited in scope to provide only that the City has kept its title clear and not allowed anything to encumber the property.

15. Heber City represents that the Property is free from hazardous conditions, substances, and materials, such as methane gas, radioactive material, landfill, mineshaft, buried storage tanks and lines, wells, or toxic materials. Both parties acknowledge that the property has pressurized irrigation lines along the eastern boundary of the Property.

16. Prior to the closing, Heber City shall engage a licensed surveyor to complete a survey of the Property to determine the accurate legal description and size, because the legal description of adjacent property owned by the City currently has a closure discrepancy. The parties shall equally share the costs of said survey. Any differences found in the exact acreages of the Property will be modified to treat each party equitably. For clarification, Three Strings anticipates a total purchase price of \$2,887,500 for the Property.

17. Strings shall have a period of time prior to Closing to conduct due diligence on the Property, including items such as an environmental assessment, geotechnical testing, discovery of existing utilities, boundary survey, etc., subject to Strings' acceptance of all items of due diligence it deems necessary. Closing of this Purchase Agreement shall occur within 60 days of the execution of this contract.

18. This document instrument contains the entire agreement between the parties and no statements, promises or inducements made by any party hereto, or agent or officer of either party hereto, which is not contained in this written contract, shall be valid or binding, and this contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed thereon.

19. The parties each agree that should they default in any of the covenants or agreements contained herein, that the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue in enforcing this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

HEBER CITY

By: \_\_\_\_\_  
Mayor Alan W. McDonald

ATTEST:

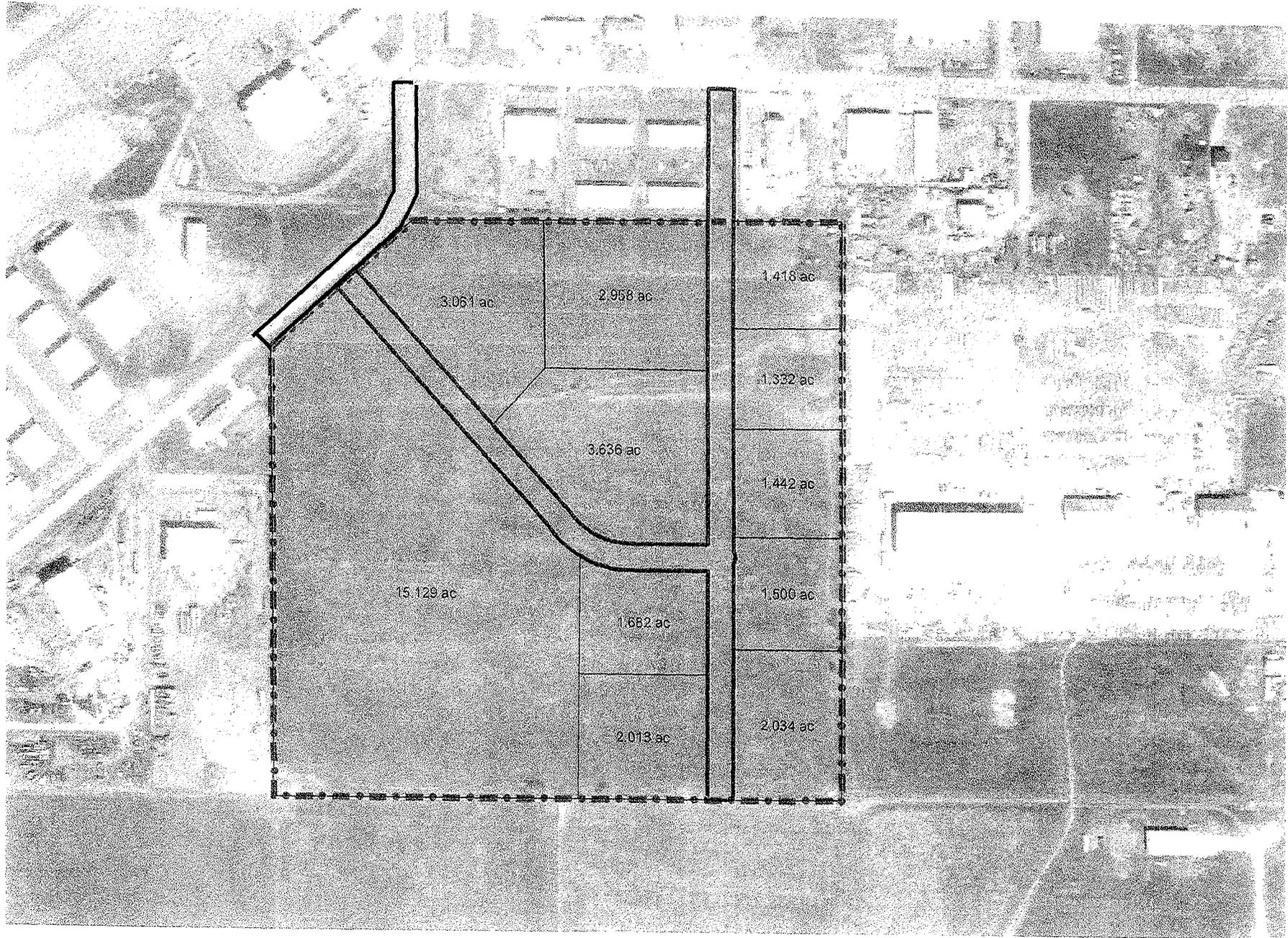
\_\_\_\_\_  
Michelle Kellogg, Recorder

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Three Strings, LLC

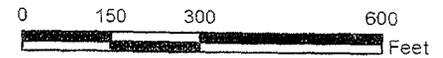
\_\_\_\_\_  
\_\_\_\_\_, Trustee

# EXHIBIT "A"



## Industrial Park Concept

October 1, 2014



1 inch = 300 feet

## PURCHASE AGREEMENT

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 2015, between Heber City and Three Strings Holdings, LLC, (hereinafter referred to as Strings).

WITNESSETH:

That the Parties to this Agreement, in consideration of the promises and agreements contained herein, stipulate and agree as follows:

1. Heber City, for the sum of \$75,000 per acre, agrees to sell and convey to Strings approximately 38.5 acres of ground located in the Heber City Airport Industrial Park, which has access from Airport Road in Heber City, Utah, which parcel is shown in attached Exhibit A. (hereinafter the "Property")

2. Up to 2 acre-feet of water rights per acre will be made available by the City for the development of the entire 38.5 acre parcel, which 38.5 acres includes the 15.129, 1.682, and 2.013 acre parcels upon which Strings expects to initially construct 54,000 sq. feet of office/shop space. If water right needs for the parcels exceed 2-acre feet, as determined by the City Engineer, Strings will be required to provide additional water rights to the City or Heber City will make additional water rights available at \$6,000 per acre-foot up to a maximum of 3-1 additional acre feet-foot per acre. Any such water rights exceeding 3 acre-feet, which would come from the City, will need to be negotiated. This right is to be extended to other buildings that may be constructed on these parcels at future dates.

2.1. Heber City shall not transfer any water, water shares or water rights to Strings or the Property. The City shall allow Strings to use the above-described water.

3. ~~No water rights will be provided by the City for any the other parcels within the Property. However, for those other parcels, the City will offer for sale up to 3 acre feet of water rights per acre at \$6,000 per acre foot for the development needs of the parcels.~~ Additional water rights (above 3 acre feet) if obtained from the City will need to be negotiated with the City, or such water rights may be provided by the developer of the parcel.

4. Strings agrees to engage a civil engineer within 30 days of the execution of the purchase agreement to design the subdivision improvements and to pursue in good faith, the development of the property with due diligence.

5. Strings agrees to commence construction of approximately 54,000 sq. feet of office/shop space within 12 months of the acceptance of the subdivision improvements, and shall be pursued with due diligence. Said office space is not limited to one building. If construction of the buildings is not initiated within twelve months of subdivision approval, as articulated above, or not substantially completed within eighteen months of that same date, the City shall withdraw

the water offered under paragraph 2 that is associated for the use of those buildings on that parcel.

6. Strings or its designated partner agrees to commence construction of approximately 20,000 sq. feet of industrial spec/incubator building within 12 months of the acceptance of the subdivision improvements, and shall be pursued with due diligence. If construction of the building is not initiated within twelve months of subdivision approval, Strings agrees to pay a \$100 per day penalty until construction of the building commences. The herein-referenced 12 months shall begin upon sale or lease of the real property currently owned by Strings and operated by Probst Electric, Inc. and Summit Line Construction, Inc., located at approximately 875 South Industrial Parkway, Heber City, Utah 84032.

7. Subdivision development and installation of required subdivision improvements to the property shall commence within 12 months of the sale of the property to Strings and shall be complete within 24 months of the sale of the property. Strings shall be responsible for bearing all costs associated with development of the property, including but not limited to said improvements. This Section shall be subject to Section 11 below.

8. Undeveloped property or lots within the Property controlled by Strings or their partners will be actively marketed by Strings to prospective industrial businesses.

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approval from the Planning Commission on February 12<sup>th</sup>, 2015. The development of the Property includes the following:

- a. All streets shall be dedicated to the public;  
Development of the Property shall include a public road that is constructed to the southern property line for connection to future industrial development to the south;
- b. Off-site improvements include the extension of the existing road and utilities in Airport Road to the property line at the north entrance, and the southwest property line at the south entrance, along with acceptable storm water retention facilities for both onsite and offsite roads; and
- c. All developed streets, except on Airport Road, shall have curb and gutter provided, constructed and installed by Strings.

13. In the event Strings defaults in any provision of this Agreement, including but not limited to failure to improve the Property, failure to construct the buildings or improvements required, or abandonment, the City, without waiving, restricting or losing any other remedial rights provided by local, state or federal law, statutes or codes, shall have the right to retake possession of the Property, or any portion thereof, and any or all associated improvements, at the City's sole discretion, subject to the City reimbursing Strings for the per acre purchase price plus any verified and reasonable out of pocket costs to Strings for any improvements or infrastructure to said property.

14. Heber City represents that the City has fee title to the Property and will convey good and marketable title to Strings at Closing by special warranty deed. Said special warranty deed shall be limited in scope to provide only that the City has kept its title clear and not allowed anything to encumber the property.

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16. Prior to the closing, Heber City shall engage a licensed surveyor to complete a survey of the Property to determine the accurate legal description and size, because the legal description of adjacent property owned by the City currently has a closure discrepancy. The parties shall equally share the costs of said survey. Any differences found in the exact acreages of the Property will be modified to treat each party equitably. For clarification, Three Strings anticipates a total purchase price of \$2,887,500 for the Property.

17. Strings shall have a period of time prior to Closing to conduct due diligence on the Property, including items such as an environmental assessment, geotechnical testing,

discovery of existing utilities, boundary survey, etc., subject to Strings' acceptance of all items of due diligence it deems necessary. Closing of this Purchase Agreement shall occur within 60 days of the execution of this contract.

18. This document instrument contains the entire agreement between the parties and no statements, promises or inducements made by any party hereto, or agent or officer of either party hereto, which is not contained in this written contract, shall be valid or binding, and this contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed thereon.

19. The parties each agree that should they default in any of the covenants or agreements contained herein, that the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue in enforcing this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

HEBER CITY

By: \_\_\_\_\_  
Mayor Alan W. McDonald

ATTEST:

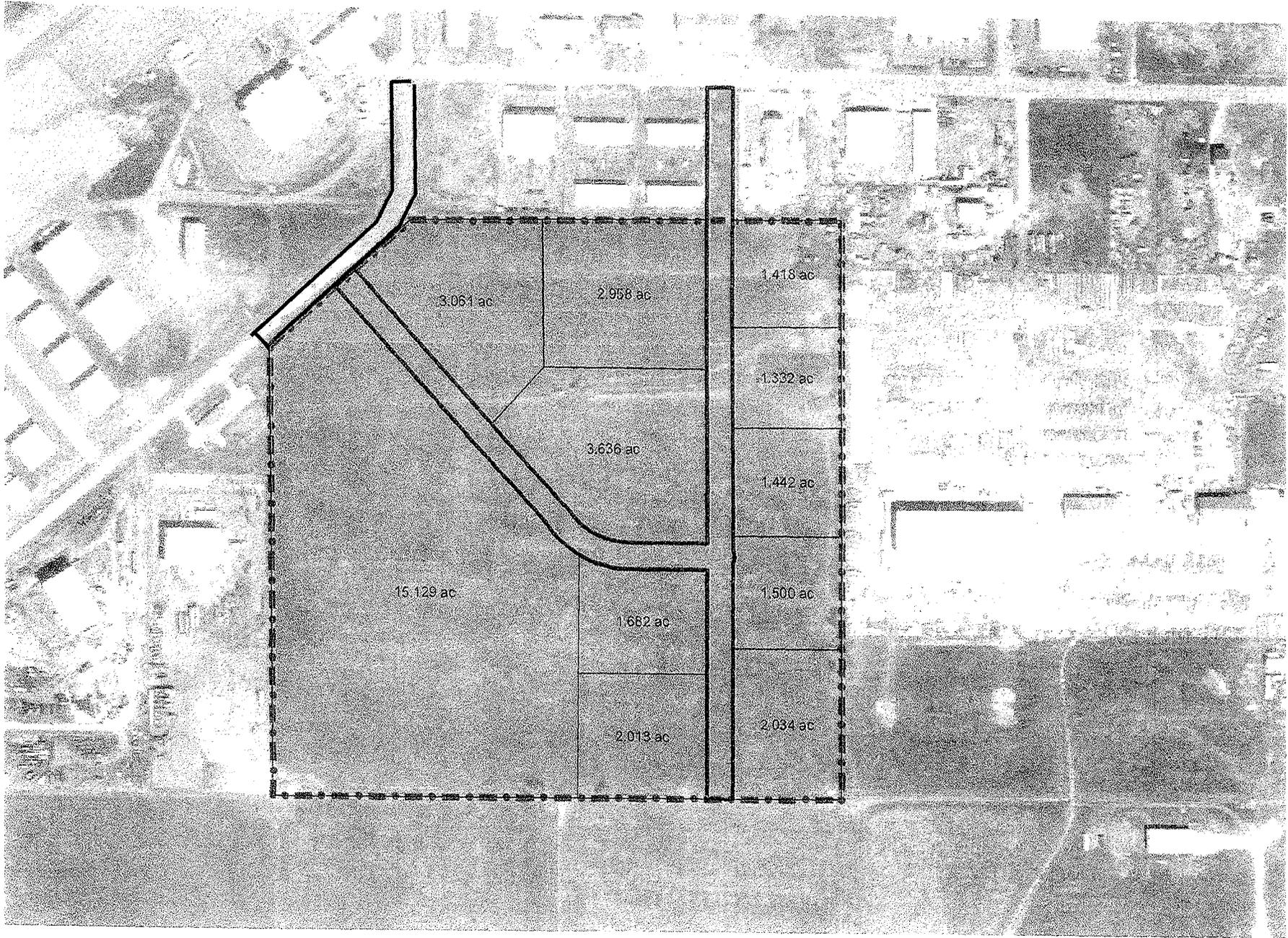
\_\_\_\_\_  
Michelle Kellogg, Recorder

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Three Strings, LLC

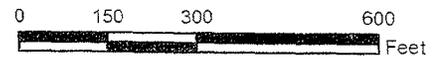
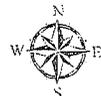
\_\_\_\_\_  
\_\_\_\_\_, Trustee

EXHIBIT "A"



# Industrial Park Concept

October 1, 2014



1 inch = 300 feet

# TAB 4

## Surplus Vehicles and Equipment

### Public Works Department

97-03 1997 Ford Ranger 4x4  
VIN: 1FTCR15X7VPB42505  
Mileage: 153128  
License Plate: 59694  
Engine:4.0 Liter

97-04 1997 Ford F-350 XL 4x4 with Plow  
VIN: 3FEKF38GXVMA04403  
Mileage: 39706  
License Plate: 59668  
Engine:7.5 Liter

Shell for a 1997 Ford Ranger

LEER Tunnel Cover for a 2005 Ford Explorer Sport Trac

### Police Department

2008 Ford Explorer  
VIN: 1FMEU73808UB32471  
License Plate: 200826

2008 Ford Explorer  
VIN: 1FMEU73868UB32474  
License Plate: 200827

2008 Ford Explorer  
VIN: 1FMEU73828UB32472  
License Plate: 200829