WORK MEETING

Heber City Corporation

Memo

To: Mayor and City Council

From: Mark K. Anderson

Date: 03/12/2015

Re: City Council Agenda Items for March 19, 2015

WORK MEETING 6:30 p.m.

Item 1 – Discuss Downtown Redevelopment and Agricultural Heritage Preservation and Transfer of Development Rights (TDR): Councilwoman Franco has asked that this issue be put before the Council for discussion. Enclosed is a staff report prepared by Tony Kohler that proposes a process to follow to use a TDR process to encourage redevelopment of the downtown area of Heber City.

Item 2 – Review Draft Lower Wasatch Canal Maintenance Agreement: On March 4th, Mayor McDonald and I met with School Board Member Mark Davis and Blaik Baird, Superintendent, Terry Shoemaker and Business Administrator, Keith Johansen to discuss outstanding issues that we have with the District. As part of the discussion, the District indicated an interest in having an agreement drawn up for their consideration to address the maintenance of the Lower Wasatch Canal. Attached is a draft agreement that Mark Smedley has prepared for Council review before it is forwarded to the District for consideration.

Because it appears cost prohibitive, the agreement does not call for the installation of a self-cleaning grate. The agreement indicates that Heber City will assume responsibility to keep the grate free of debris and annually the District would reimburse the City for half of the cost of doing so.

Item 3 – Discuss City Logo on Street Signs: With the installation of numerous stop signs, Public Works is seeking to install/update street address signs throughout the community. Because of the low snow year, sufficient funds exist in the Road department to install additional signs where needed. Staff is looking for direction on the appearance of the sign. Enclosed are pictures of options for Council consideration.

Item 4 – FYI: Utah Transportation Commission Annual Visit to Counties, April 14, 2015, 4:00 p.m.-6:00 p.m., Wasatch County Building, 25 N. Main Street, Downstairs: Enclosed is a notice of the Annual visit that UDOT makes to Wasatch County.

TAB 1

Heber City Council
Meeting date: Work Meeting, March 19, 2015
Report by: Anthony L. Kohler

Re: Wasatch County Rural Heritage Conservation and Heber City Downtown

Staff has been meeting with an Interlocal TDR Committee from Midway, Heber, Wasatch County and concerned citizens to begin the process of examining a multi-jurisdictional Transfer of Development Rights effort along with a Heber City Downtown revitalization effort. The goal of the process is to develop an interlocal strategy to preserve the agricultural heritage within Wasatch County and promote targeted downtown economic development. The committee has identified an approximate timeline as shown in the table below. As the group has met and discussed how to move forward, it has become apparent that Mountainlands (MAG) would be vital in helping guide and lead the various organizations through the process. A tentative Sending and Receiving Zone map has been identified below as well.

IMMEDIATE NEXT STEPS TO CONSIDER

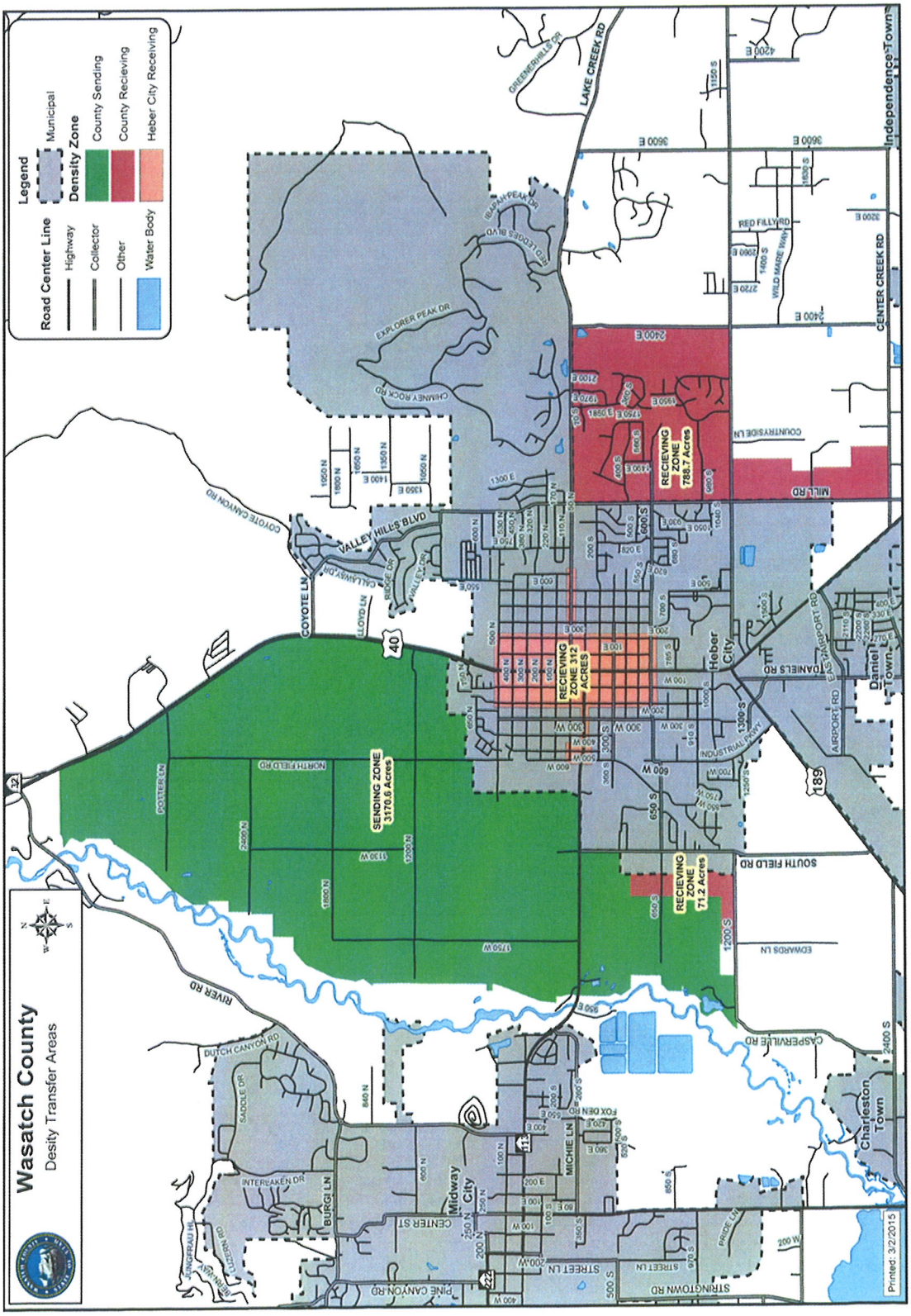
To keep the process moving forward, the city should consider the following as soon as possible.

1. **Establish a Redevelopment District.** Staff has been talking to a couple of different consultants regarding Redevelopment Districts in the Downtown. The city should consider establishing a redevelopment district in the downtown as soon as possible.
2. **Amend Budget.** There will be a cost for establishing a redevelopment district. The city may need to amend its budget to start this process.
3. **Adopt a Pending Ordinance.** The city should consider adopting a pending ordinance to notify developers of the effort to revitalize the downtown and of the potential TDR Ordinance. This should occur within the next two months. Potential considerations:
    - **Annexations and Zone changes.** There are several annexations and zone changes which propose to increase residential densities over that which is currently allowed. The city should consider requiring residential annexations and zone changes that increase residential densities to participate in the TDR Program. The city could pass a pending ordinance that requires such, or pass a resolution that indicates the city (1) will not provide final zone change or annexation approval for 6 months until the TDR Ordinance is complete and (2) will require these current applications to participate in the TDR Program once it is complete. This is an important consideration, as it puts all development in the city on the same financial playing field as the downtown, and, the density transfers can be spread throughout the city rather than focused only within the downtown. This will not be a viable option soon, considering the numerous annexations and zone changes in process.
    - **Zoning Ordinance.** The city should consider amending some provisions of the zoning ordinance to clarify residential densities so that TDR efforts are not frustrated and to remove any potential loopholes to the TDR effort.
4. **Adopt a Memorandum of Understanding.** The participating entities should adopt a memorandum of understanding to affirm each jurisdiction's commitment to this process. This should occur within the next month or so.

TDR and Downtown Timeline

	Deliverable	Responsible Party	Cost	Goal
Phase 1: Beginnings	**Pending Ordinance:** *Adopt Pending TDR Ordinance; amend ordinances to plug loopholes and minimize obstacles to TDR Effort*	Midway, Heber City, Wasatch County	--	Apr. 2015
	Memorandum of Understanding: *Adopt an MOU affirming multijurisdictional commitment to work toward a future interlocal TDR ordinance.*	Interlocal Councils, MAG	--	Apr. 2015
	Redevelopment District: Establish *an RDA/EDA/CDA*	Heber City Council	$5,000 to $40,000	Apr. - Jul. 2015
Phase 2: Feasibility and Visioning	**TDR Market Feasibility:** *Analyze property values, property classifications in Sending Zone, cost of development and property values in Receiving Zones in to determine TDR Transfer Rates*	MAG, Utah Open Lands	--	Apr. - Dec. 2015
	Visioning: Public Outreach and Visioning Process for Downtown and the North Fields, Development Charrettes, Architectural Styles and Themes, Visual Preference Survey, Alternative Development Analysis (Cost-Benefit)	MAG, Local Staffs, Consultant	$10,000 to $30,000	May - Aug. 2015
Phase 3: Downtown	**General Plan Amendment:** Adopt detailed Downtown Plan	MAG, Local Staffs, Consultant	$10,000 to $75,000	Jul. 2015 - Jan. 2016
	Form Based Code: Customize Model Smart Code for Local Use	Heber City Staff	--	Jul. - Jan. 2016
	Downtown Design Guidelines & Branding: Adopt architectural guidelines and a theme for the Downtown based upon Visioning Process	Consultant, Heber City	$30,000 to $45,000	Dec. 2015 - May 2016
Phase 4: TDR Adoption	**TDR Ordinance:** Adopt a TDR ordinance for each jurisdiction; amend local ordinances to establish Receiving Zones	Midway, Heber City, Wasatch County, MAG	--	Jan. - Apr. 2016
	TDR Interlocal Agreement: Adopt Interlocal Agreements regarding terms of multi-jurisdictional TDR Ordinance	Midway, Heber City, Wasatch County, MAG	--	Jan. - Mar. 2016
Phase 5: Transportation and Utilities	**Rural Planning Organization (RPO):** Traffic Analysis and Regional Transportation Plan Amendments	MAG, Local Staffs, Interlocal	--	Aug. 2015 - Apr. 2016
	Capital Facility Plan: Update Capital Facilities Plan and Impact Fee Analysis	Local Staff, Consultants	(Impact Fees)	Feb. - Dec. 2016
	Subtotal		**$55,000** minimum; **$190,000** estimated maximum if consultants are needed to complete these tasks.	

Preliminary Sending and Receiving Zones Map



TAB 2

LOWER WASATCH CANAL MAINTAINENCE AGREEMENT

WHEREAS, pursuant to the ***Canal Replacement Agreement,*** (the "District Agreement") dated the 18th day of April 2007, Wasatch County School District (District) replaced and relocated the Lower Wasatch Canal (the "Canal"), and constructed a pipeline (the "Replacement Pipeline") on the perimeter of the School District's property in order to avoid obstructing or otherwise impairing the transport of water; and

WHEREAS, as a result of the District's modification and alterations, a portion of the Canal was changed from an open ditch delivery to a closed, covered culvert, for which the District, pursuant to said District Agreement, assumed the obligation to perform all required maintenance and repair of the Replacement Pipeline. Specifically, the District is required to keep the Replacement Pipeline free from the blockages, including debris and silt, and is responsible for removing any silt deposited into the open Canal beyond the School District's property in order to allow the open Canal to transport water without obstruction. See paragraph (j) of said District Agreement, and Hicken Notice Letter dated September 30, 2009, incorporated and made a part hereof; and

WHEREAS, Heber City Corporation, (the "City") has available the facilities, equipment and manpower to facilitate the task and work, and is willing and able to provide the District assistance in the District's responsibility to maintain the grate at the upstream end of the said pipeline , and keep said grate clear of debris, in the form of said manpower and equipment,

NOW THEREFORE, the Parties agree as follows:

1. In consideration of and pursuant to the above, the City shall provide man power, equipment and disposal of debris associated with maintenance of the grate as described above and keeping said grate clear of debris. .

2. Annually, on or about June 30, each year, the City shall provide the District an accounting and invoice for the costs and expenses accrued and provided that year by the City for said clearing and maintenance of the grate and disposal of the debris. The District shall then compensate the City one-half of said invoice.

3. The District shall promptly reimburse the City for one-half of any and all costs and expenses reasonably incurred by the City in connection with or arising out of its activities, man power, equipment, and disposal, associated with the clearing and maintenance of the grate and disposal of the debris. Payment shall be due and payable by the District to the City within twenty (20) days from the date of receipt of any invoice from the City.

4. The District shall indemnify, save harmless, and defend the City, its officers, directors, employees, agents and representatives from and against any and all losses, expenses, costs (including without limitation attorneys' fees), claims, actions, demands, damages, and liabilities imposed upon or claimed against the City, its officers, directors, employees, agents and representatives, for bodily injuries, including death, or for damage to property, real or personal, sustained by any person, whether such bodily injuries, death or damages to property arise or are claimed to arise in whole or in part out of negligence or any other grounds for legal liability (including violation of any duty imposed by statute, ordinance, contact or regulation), which result from, arise out of, or are otherwise attributable to the District's construction, maintenance and repair of the Replacement Pipeline, including, without limitation, water leakage from the pipeline caused by, occurring as a result of, or attributable to the District's construction or repair,

or the City's clearing and maintenance of the grate and disposal of the debris provided, however, that this indemnification shall not extend to any losses, expenses, costs, claims, actions, demands, damages, and liabilities to the extent that the are caused by, result from, or are otherwise attributable to the negligence or willful misconduct of the City, it officers, and directors, employees, agents and representatives.

5. In the event there is a Failure to Perform under this Agreement and it becomes reasonably necessary for any party to employ the services of an attorney in connection therewith (whether such attorney be in-house or outside counsel), either with or without litigation, on appeal or otherwise, the losing party to the controversy shall pay to the successful party reasonable attorney's fees incurred by such party and, in addition, such costs and expenses as are incurred in connection with such action, the amount of which shall be fixed by the court and made a part of any judgment rendered.

6. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Utah, without regard to conflict of laws principles. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include the other gender, and the term "person" shall include an individual, partnership (general or limited), corporation, limited liability company, trust, or other entity or association, or any combination thereof. The section headings contained in this Agreement are for purposes of reference only and shall not limit, expand or otherwise affect the construction or interpretation of any of the provisions of this Agreement. This Agreement shall be interpreted as though it had been jointly created by the parties, and no provision hereto shall be construed against the party who drafted any such provisions.

7. Assignment. This Agreement shall inure to the benefit of and be binding upon the

parties and their respective heirs, legal representatives, successors and assigns.

8. No Waiver. No waiver of any right under this Agreement shall be binding unless reduced to writing and signed by the Party or third Party beneficiary to be charged therewith.

9. Entire Agreement. This Agreement constitutes the entire agreement between and among the Parties hereto relative to the subject matter hereof. Each Party acknowledges and agrees that there have been no representations, understandings or other agreements between the Parties that are not set forth in this Agreement. Any prior negotiations, correspondence or understandings relative to the subject matter hereof shall be deemed to be merged in this Agreement and shall be of no further force or effect. This Agreement may not be amended or modified except in a writing executed by all of the Parties hereto.

10. Invalidity of Provision. If any provision(s) of this Agreement as applied to any Party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void, invalid or unenforceable for any reason, the same shall in no way affect (to the maximum extent permitted by applicable law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement and/or Promissory Note as a whole.

11. Jurisdiction and Venue. The Parties agree that any action or proceeding to enforce, interpret, terminate or rescind this Agreement (or any provision hereof) shall be commenced solely in the Fourth Judicial District Court for Wasatch County, State of Utah, and that such courts shall have sole and exclusive personal jurisdiction over the Parties to any such action or proceeding.

12. Authorization. Any person signing this Agreement for or on behalf of an entity other than a natural person does by said signature warrant that he or she is duly authorized by said entity to undertake such action on its behalf, and that such signature is the valid and binding

act of that entity.

Dated this _____ day of _____, 2015.

Heber City Corporation

By:_____

Wasatch County School District

By:_____

WHEN RECORDED, RETURN TO:

Wasatch Irrigation Company
626 East 1200 South
Heber City, Utah 84032

Property Tax Serial Number:

CANAL REPLACEMENT AGREEMENT

(THE BOARD OF EDUCATION OF THE WASATCH COUNTY SCHOOL DISTRICT)

THIS CANAL REPLACEMENT AGREEMENT ("Agreement") is made and entered into as of this 18 day of April, 2007, by and between THE BOARD OF EDUCATION OF THE WASATCH COUNTY SCHOOL DISTRICT, a Utah body corporate, whose address is 101 East 200 North, Heber City, Utah 84032 ("School District"), and WASATCH IRRIGATION COMPANY, a mutual irrigation company, whose address is 626 East 1200 South, Heber City, Utah 84032 ("Irrigation Company").

RECITALS

A. Irrigation Company has an established right-of-way for a canal, known as the Lower Wasatch Canal (the "Canal"), which is primarily used by Heber City and Wasatch County for storm drainage purposes across the real property, formerly owned by Claude R. Hicken and related entities, which has been acquired by School District in order to construct a new Wasatch High School. The course of the Canal across the School District's property is depicted on the map attached hereto as Exhibit A.

B. School District desires to relocate and replace the Canal with a pipeline (the "Replacement Pipeline") constructed on the perimeter of the School District's property in order to avoid obstructing or otherwise impairing the transport of water.

C. School District desires to obtain Irrigation Company's written permission to pipe and change the course of the Canal pursuant to Utah Code Ann. § 73-1-15, in order to construct the new Wasatch High School across the area previously occupied by the Canal.

D. Irrigation Company is willing to give School District written permission to pipe and change the course of the Canal subject to the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the terms, conditions, covenants, promises, and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. AUTHORIZATION. Irrigation Company hereby authorizes School District, and its agents, representatives and contractors, to replace and relocate the Canal with the Replacement Pipeline on the perimeter of the School District's property in the location generally depicted in Exhibit A attached hereto. Irrigation Company hereby grants to School District and its agents, representatives and contractors the right to destroy and grade over the existing Canal in its current location, upon the completion and acceptance of the Replacement Pipeline by Irrigation Company. This authorization and consent is given subject to the terms and provisions of this Agreement.

(a) The construction of the Replacement Pipeline must be completed no later than April 15, 2007, or such other date as the parties may mutually agree.

(b) School District shall diligently construct the Replacement Pipeline with due care, and in accordance with sound design, engineering and construction practices customary for such improvements and, upon the completion of construction, shall grant Irrigation Company a flowage easement through the Replacement Pipeline and any subsequent relocations of the Replacement Pipeline. Upon receipt of a grant of easement in recordable form, Irrigation Company will disclaim any further interest in the historic Canal easement that encumbers the School District's recently acquired property.

(c) School District hereby warrants that all work performed or to be performed by it in connection with any construction of the Replacement Pipeline and future maintenance and repair of the Replacement Pipeline shall be of good quality, free from faults and defects. School District further guarantees that the Replacement Pipeline shall be sealed and free of any leaks caused by or otherwise attributable to any such construction by School District for a period of one (1) year from the date of acceptance of the Replacement Pipeline by Irrigation Company. All engineering, design and construction work that does not reasonably conform to these standards will be considered by Irrigation Company as defective and require corrective action.

(d) If within one (1) year from the date of acceptance of the Replacement Pipeline, any of the engineering, design and construction work related to the Replacement Pipeline is found by Irrigation Company to be defective, School District, at its sole cost and expense, shall correct all such defective work within thirty (30) days after receipt of written notice of the specific defects from Irrigation Company. If School District shall fail to correct such defective work within thirty (30) days after its receipt of written notice from Irrigation Company of the specific defects in the Replacement Pipeline, then Irrigation Company may

perform the work to correct the specific defects, and School District shall reimburse Irrigation Company, as billed, for all costs and expenses reasonably incurred by Irrigation Company in performing such corrective work.

(e) School District shall give Irrigation Company not less than two days (2) days prior written notice of the commencement of the construction of the Replacement Pipeline.

(f) No trash, waste, or other offensive material, soil or landfill will be used in the construction of the Replacement Pipeline.

(g) School District hereby agrees that the Replacement Pipeline will be designed with a minimum carrying capacity of 165 cfs.

(h) Upon completion of the construction of the Replacement Pipeline, School District will furnish Irrigation Company with "as built" or record drawings of the Replacement Pipeline and a flowage easement and right of way based upon the legal description of the actual alignment and dimensions of the Replacement Pipeline.

(i) In the course of construction of the Replacement Pipeline, School District agrees that it shall not use, employ, deposit, store, dispose of, place or otherwise allow any hazardous substance, hazardous waste, pollutant or contaminant, including, but not limited to, those defined in 42 U.S.C. § 9601, *et seq.*, in contact with the Replacement Pipeline. School District also agrees that it will not use the Replacement Pipeline as a storm drain for its property or to otherwise allow surface drainage from its hard-surfaced parking lots and other areas to drain into the Replacement Pipeline.

(j) Upon acceptance of the Replacement Pipeline by Irrigation Company, School District will assume the obligation to perform all required maintenance and repair of the Replacement Pipeline. School District will keep the Replacement Pipeline free from blockages, including debris and silt, and will be responsible for removing any silt deposited into the open Canal beyond the School District's property in order to allow the open Canal to transport water without obstruction. If School District fails to perform all required maintenance and repair of the Replacement Pipeline within thirty (30) days after its receipt of written notice from the Irrigation Company of the specific defects in repair and maintenance of the Replacement Pipeline, then Irrigation Company may perform the work to correct the specific defects in maintenance and repair, and School District shall reimburse Irrigation Company upon receipt of a bill for Irrigation Company's actual costs in performing the specific repair and maintenance work.

(k) No supervision or advisory control, if any, exercised by Irrigation Company, or its agents on its behalf, during construction of the Replacement Pipeline shall relieve School District of any duty or responsibility which it has to Irrigation Company herein.

(l) If, in the future, School District should need to relocate the Replacement Pipeline within the School District's property, it shall provide Irrigation Company with the same rights for relocation of the Replacement Pipeline as provided for the construction of the Replacement Pipeline in this Agreement.

2. RESERVATION OF RIGHTS. Nothing herein shall be construed to change, qualify, restrict or limit, in any way, Irrigation Company's title to, or interest in, or usage of its flowage easement in the Replacement Pipeline.

3. REIMBURSEMENT OF COSTS AND EXPENSES. School District shall promptly reimburse Irrigation Company for any and all costs and expenses reasonably incurred by Irrigation Company in connection with or arising out of its activities associated with replacement of its Canal with the Replacement Pipeline through School District's property, including without limitation, any legal, engineering or other professional fees and costs incurred the preparation, negotiation and execution of this Agreement. Payment shall be due and payable by School District to Irrigation Company within twenty (20) days from the date of receipt of any invoice therefor from Irrigation Company.

4. INDEMNIFICATION. School District shall indemnify, save harmless, and defend Irrigation Company, its officers, directors, employees, shareholders, agents and representatives, from and against any and all losses, expenses, costs (including without limitation attorneys' fees), claims, actions, demands, damages, and liabilities imposed upon or claimed against Irrigation Company, its officers, directors, employees, agents and representatives, for bodily injuries, including death, or for damage to property, real or personal, sustained by any person, whether such bodily injuries, death or damage to property arise or are claimed to arise in whole or in part out of negligence or any other grounds for legal liability (including violation of any duty imposed by statute, ordinance, contract or regulation), which result from, arise out of, or are otherwise attributable to School District's construction, maintenance and repair of the Replacement Pipeline, including, without limitation, water leakage from the Replacement Pipeline caused by, occurring as a result of, or attributable to School District's construction, maintenance and repair of the Replacement Pipeline through School District's property; provided, however, that this indemnification shall not extend to any losses, expenses, costs, claims, actions, demands, damages, and liabilities to the extent that they are caused by, result from, or are otherwise attributable to the negligence or willful misconduct of Irrigation Company, its officers, directors, employees, agents and representatives.

5. AMENDMENT. This Agreement cannot be extended, terminated, modified or amended except by written agreement signed by each of the parties.

6. INTEGRATION. This Agreement constitutes the entire understanding and agreement between the parties hereto, and supersedes all prior agreements, representations or understandings between them, whether written or oral, pertaining to the subject matter hereof.

7. SUCCESSORS AND ASSIGNS. The rights, conditions and provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the respective parties.

8. NO PARTNERSHIP OR AGENCY. Nothing contained in this Agreement and no action by the parties hereto will be construed by the parties or by any third person to create the relationship of principal and agent, or a partnership, joint venture, or any other association between the parties.

9. SEVERABILITY. If any provision of this Agreement is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement will not be affected thereby, and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

10. ATTORNEY'S FEES. In the event this Agreement or any provision hereof shall be enforced by an attorney retained by either party hereto, whether by suit or otherwise, all costs incurred, including court costs and reasonable attorney's fees, shall be paid by the party who breaches or defaults hereunder.

11. WARRANTY OF AUTHORITY. The individuals executing this Agreement on behalf of the parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective parties and that the respective parties have agreed to be and are bound hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers on the date first above written.

ATTEST:

Jane Giles
Secretary

WASATCH IRRIGATION COMPANY

By Claude R. Hicken
Its: President

ATTEST:

Kay G. Phillips

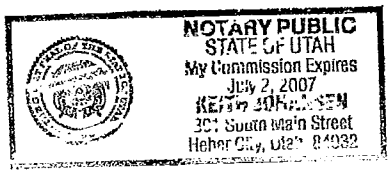
THE BOARD OF EDUCATION OF THE WASATCH COUNTY SCHOOL DISTRICT

By Claudia Bradshaw
Its: Board President

ACKNOWLEDGMENTS

STATE OF UTAH)
: ss
County of Wasatch)

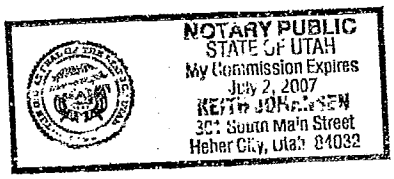
On the 18 day of APRIL, 2007, personally appeared before me CLAUDE R. HICKEN and JANE GILES, known to me, or proved to me on the basis of satisfactory evidence, to be the persons who executed the within instrument as President and Secretary, respectively, on behalf of Wasatch Irrigation Company Canal Company, the corporation therein named, who duly acknowledged to me that the corporation executed the same.



Keith Johansen
NOTARY PUBLIC

STATE OF UTAH)
: ss.
County of Wasatch)

On the 18 day of APRIL, 2007, appeared before me CLAUDIA BRADSHAW and KAY G. PHILLIPS, personally known to me, or proved to me on the basis of satisfactory evidence, to be the BOARD PRESIDENT and ADMINISTRATIVE ASST., respectively, of THE BOARD OF EDUCATION OF THE WASATCH COUNTY SCHOOL DISTRICT, who duly acknowledged that the within and foregoing instrument was signed on behalf of said School District by authority of a duly adopted resolution of its governing board, and that said School District executed the same.



Keith Johansen
NOTARY PUBLIC

WASATCH IRRIGATION COMPANY
P.O. BOX 545
HEBER CITY, UT 84032
(435)654-4369

September 30, 2009

Wasatch School District
101 East 200 North
Heber City, UT 84032

Dear Ann Horner:

In connection with the completion of the new high school, there are a few items that need to be brought to your attention and completed as agreed in the Canal Replacement Agreement dated 18 April, 2007.

1. Upon completion of the Lower Wasatch Canal replacement pipeline, the school district would provide the "as built" or record drawings and a flowage easement for the replacement pipeline, per item (h) of the agreement. The recording of the easement may be completed by proper inclusion of the easement, its assignment and restrictions on the final recorded plat for the Wasatch School District, High School property.

2. Now that this pipeline is in operation, it is required that the school district will keep the replacement pipeline free from blockages, per item (j) of the agreement. This includes the grate which screens debris at the entrance to the pipeline. Increased awareness and work to clear this screen will be necessary during spring high water runoff, typically April thru June each year, and during other significant storm and runoff events.

We would appreciate hearing from you on this matter by November 30,2009. If you have questions please call the WCWEP office at 654-4369.

Sincerely,

Claude Hicken
President

CC: Heber City

TAB 3

HEBER CITY • CORPORATION •

HEBER
CITY

HEBER CITY
CORPORATION

HEBER
CITY
300 WEST
400 NORTH

TAB 4

State of Utah

GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.
Executive Director

SHANE M. MARSHALL, P.E.
Deputy Director

February 3, 2015

TO: Wasatch County Commissioners, Mayors of Cities within Wasatch County
Utah Transportation Commission
UDOT Region Directors
Metropolitan Planning Organizations

SUBJECT: Annual Visits to Counties, including County and City Officials and Other Transportation-Related Persons

The time and place for the Utah Department of Transportation's meeting with **Wasatch County** and cities within Wasatch County is as follows:

Tuesday, April 14, 2015, 4pm – 6pm
Wasatch County Council - Downstairs, 25 North Main, Heber City

We encourage attendance and representation from elected officials and staff personnel involved in transportation planning, design, construction, and maintenance. Please invite those you would like to attend this meeting.

At this meeting, we will discuss and answer questions about federal aid transportation funding and programs of interest to local governments. Also, your UDOT Region Representative will be in attendance to discuss upcoming state highway projects and to seek your input on better coordination between UDOT and local governments. New developments in many other areas will also be discussed that will help municipalities maximize the State and Federal transportation funding received.

If you have specific items or questions that you would like discussed please contact UDOT prior to the Annual Visit. Again, please note the date and time for your area listed above. The schedule is also included on the UDOT Local Government website at http://www.udot.utah.gov/localgovernment.

If you have any questions or comments about these visits, please contact Chris Potter, UDOT Local Government Programs Engineer at cpotter@utah.gov (801) 633-6255.

Sincerely,

Chris Potter

Chris Potter, P.E.
Local Government Programs Engineer

CP/jh