

REGULAR MEETING

Memo

To: Mayor and City Council
From: Mark K. Anderson
Date: 03/26/2015
Re: City Council Agenda Items for April 2, 2015

REGULAR MEETING

Item 1 – Marcie Harvey, Wasatch Chevy’s Car Club Presentation: Marcie Harvey and others representing the Wasatch Chevy’s Car Club will make their annual presentation to the City Council. Historically, the City receives a plaque and a check for \$500. This year, the car show is scheduled for June 26th and 27th. This is always a great event for the community and the car club is a very responsible user of the City Park.

Item 2 – Approve Ordinance 2015-08, an Ordinance Vacating a Portion of The Cove at Valley Hills Subdivision Located on the West Side of Valley Hills Boulevard: Prior to the approval of the Valley Hills Phase 1C Subdivision Plat, the County Recorder is requesting that the open space parcel in the Cove at Valley Hills Subdivision be abandoned. Once abandoned, the parcel can then be subdivided as proposed in the next agenda item. (See enclosed Ordinance and plat map) Based on the opinion received from the Utah State Ombudsman’s Office, staff would recommend approval.

Item 3 – Coyote Development, Approval of The Cove at Valley Hills Phase 1C, Located between 1772 North Valley Hills Boulevard and Callaway Drive, and the Associated Development Agreement: In September, 2014, the City Council had this issue before them and several adjacent property owners expressed concern with the abandonment of the open space and approval of this subdivision. As a result, the Council sought an opinion from the Utah State Ombudsman on whether or not the City was able to approve the subdivision. The opinion from the Ombudsman indicated that there was not sufficient reason to deny approval of the subdivision.

As a result, Coyote Development/Mel McQuarrie is seeking approval for a two lot subdivision known as The Cove at Valley Hills Phase 1C. This converts property that was held by the developer as privately owned open space into two lots on the west side of Valley Hills Boulevard. (See enclosed staff report, subdivision agreement and plat map)

The Planning Commission has reviewed the proposed development and is recommending approval subject to the conditions in the subdivision agreement. Staff would recommend approval.

Item 4 – Wasatch County School District, Approve Lot Line Adjustment between Parcels Owned by Wasatch County School District, Located at approximately 601 South Main Street: As noted in the attached staff report, the Wasatch County School District is requesting a lot line adjustment on property they own at 600 South Main to match the legal description with what a buyer has agreed to purchase. Staff would recommend approval.

Item 5 – Approve Ordinance 2015-09, an Ordinance Vacating a Portion of the Phase 1 and Phase 1P Red Ledges Subdivision Plats: Prior to the approval of Red Ledges Phase 2H, Red Ledges is seeking Council approval to vacate two small pieces of property that are currently shown as open space. As noted in the staff report for Phase 2H, the open space amounts to about 0.76 acres. Red Ledges will still have sufficient open space to meet the 40 percent open space requirement of Section 18.61.090 of the Planned Community Zone. Staff would recommend approval.

Item 6 – Approve Red Ledges Phase 2H Subdivision, a 17 Lot Subdivision: Red Ledges is seeking final plat approval for a 17 lot subdivision located on the east side of the fairway (Hole #7) that runs parallel to Center Street/Lake Creek Road. In order to facilitate the platting of the phase, the Council must first approve the vacation of open space requested on the previous agenda item. The Planning Commission has reviewed the plat and is recommending approval. Staff would also recommend approval.

Item 7 – Approve Red Ledges Phase 1 Plat Amendment Combining Lots 168, 169 and 170: Red Ledges, on behalf of an individual property owner, is requesting a plat amendment to combine three lots into one. The Planning Commission has reviewed the request and found it compliant with City ordinances. Staff would recommend approval.

Item 8 – Approve Red Ledges Phase 1 R Plat Amendment Combining Lots 430 and 431: Red Ledges, on behalf of an individual property owner, is requesting a plat amendment to combine two lots into one. The Planning Commission has reviewed the request and found it compliant with City ordinances. Staff would recommend approval.

Item 9 – Approve Wasatch County Cooperative Weed Management Area Memorandum of Understanding: Enclosed is an MOU that Mark Rounds received from Quintin Lewis, Wasatch County Weed Supervisor, for City consideration. I asked Mark Smedley to review the document and his observation is that the Steering Committee will have the most influence over the group, but signing of the MOU does not create a potential financial obligation for the City. Staff would recommend approval as each entity still retains the prerogative to determine what efforts they will expend to address noxious weeds within their boundaries.

Item 10 – Closed Meeting as Needed: Staff would request that the Council go into Closed Session to discuss the sale of land and pending litigation.

MINUTES

1 Heber City Corporation
2 City Council Meeting
3 March 16, 2015
4 5:00 p.m.

5
6 SPECIAL BUDGET MEETING

7
8 The Council of Heber City, Wasatch County, Utah, met in **Special Budget Meeting** on March
9 16, 2015, in the City Council Chambers in Heber City, Utah

10
11 I. Call to Order

12
13 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 Recorder Michelle Kellogg
Sr. Accountant Wes Bingham
Chief of Police Dave Booth

- 14
15 1. Discuss 2015-2016 Operating Budget
16 City Manager's Memo
17 Budget With Estimate
18 Insurance Analysis
19 Retirement Rates
20 Wage Information
21 Staffing Requests
22 Capital Requests
23 Department Requests
24 Summary of Promotion/Grade Change & Capital Requests
25

26 Anderson reported that revenues were anticipated to be \$352,250 higher than estimated for the
27 current 2014-2015 budget year. He reviewed the need for a budget amendment at Thursday's
28 City Council meeting and explained the different sources of revenue and expenses that had
29 changed. Council Member Potter was concerned with the upcoming budget needs and thought it
30 might be premature to restrict \$280,000 for the bond reserve with the Community Impact Board
31 loan that was not required for five years. When asked why the City needed to have mid-year
32 budget amendments, Anderson explained the State Auditor requested that cities approve
33 expenditures in the budget before the money was spent.
34

determine if

1 Anderson reviewed significant changes from his memo that would be in the 2015-16 budget.
2 Council Member Franco asked if the County would have to pass a transportation tax increase or
3 would the City pass that tax increase. Anderson thought the County would pass a County-wide
4 transportation tax increase. *is put on the ballot.*

5
6 Anderson noted that the City's 2015-2016 revenue was projected to exceed expenses by
7 approximately \$223,000. He recommended that the COLA for employees be set at 1%. Anderson
8 discussed the challenges with merit increases in small departments, and stated he would continue
9 his research on the cost of getting employees to midpoint in their salary range within five years.
10 One time bonuses was another consideration Anderson suggested. Council Member Bradshaw
11 suggested a set amount of money for the combination of small departments. Anderson stated the
12 problem was which fund to allocate the money. Council Member Bradshaw suggested the money
13 could be taken from the City Manager's discretionary fund. Council Member Franco asked if this
14 would be an additional amount of money over and above the two percent allocated for merit
15 increases. Anderson stated he would prefer that.

16
17 Council Member Franco asked about the employees at the top of their pay scale. Anderson
18 indicated there were five employees that were redlined and only eligible for COLAs. Council
19 Member Franco asked how much it would cost to budget a potential 3% raise to all employees if
20 they merited it. Anderson stated the cost would be about \$100,000 plus benefits. Council
21 Member Rowland indicated he could support budgeting 3% for raises because the money would
22 be in reserve and it would not all be spent. He would not expect to see everyone getting 3%, and
23 hoped the 3% would not be used for favoritism or favors, etc. Council Member Franco asked for
24 more data on this topic. Council Member Patterson asked what the department heads did with
25 employees that scored a zero. Chief Booth stated his employees who received zeroes on their
26 performance evaluations had been reprimanded and were on probation, and they were improving.
27 Anderson asked what Summit County did for redlined employees. Chief Booth explained that
28 when performance evaluations were done, the employee received a bonus based on the score
29 given, although during the recession no bonuses were given.

30
31 Anderson reviewed the City Council discretionary fund allocations. Council Member Rowland
32 stated he would like the High School Rodeo organizers to give the Council a report. Council
33 Member Bradshaw thought the City probably benefited the most from this event coming to the
34 valley.

35
36 Council Member Franco asked what the Citizen Corp Council was. Chief Booth indicated this
37 was the Citizen Emergency Response Team (CERT). Council Member Franco asked if the
38 budget retreat cost \$2,000, to which Anderson stated it only cost \$500. It was decided to leave
39 that \$2,000 in the budget since other groups would be requesting funds from the City throughout
40 the year. Council Member Bradshaw asked how much was given to the community garden last
41 year. After some discussion on the community garden, Kellogg indicated she would bring the
42 agreement and rules forward to the Council to be amended. With regard to the Citizen Corp
43 Council, it was indicated that Heber used this group for Farmers' Market, the parade and other
44 events. Chief Booth indicated he set aside money for this group as needed and for one-time
45 equipment purchases.

46

1 Anderson reviewed the personnel requests. Chief Booth explained the requests for his
2 department: the career ladder moves, the evidence technician, and the office manager. Anderson
3 stated the career ladder moves would be required but noted his concern about raises for
4 certifications within the organization. Council Member Franco expressed concern about the
5 network administrator position and asked if Executech could increase its hours. Anderson stated
6 Executech felt their hours were sufficient, but others within the City felt more was needed.
7 Council Members Rowland and Potter felt an in-house IT specialist was necessary for proactivity
8 and efficiency. Mayor McDonald agreed. Anderson asked if there were other positions that the
9 Council wanted to see filled. Council Member Franco felt in the next few years the City would
10 need to have a victim's advocate at the court.

11
12 Anderson suggested some possibilities for using the surplus funds. Council Member Potter
13 suggested remodeling the City Offices' bathrooms, getting new microphones for Council
14 meetings and other immediate needs. Council Member Franco suggested additional lighting at
15 the crosswalks. Council Member Potter also suggested funding a dog park. Anderson stated the
16 Muirfield Park was designated for dogs on leashes. He noted Paws For Life would be bringing
17 forward a plan for a fenced park where dogs could be off-leash. Council Member Rowland
18 suggested making all parks available to dogs on leashes except for the Main Street Park.

19
20 Anderson indicated a family in the City was willing to fund a splash pad at the Main Street Park.
21 Capital projects were discussed, and Anderson indicated the sale of the Airport Industrial
22 Property would ~~need to~~ be closed on before year-end. He recommended using those funds to
23 build a Public Works addition, and also stated he was interested in talking with the landowners
24 who had property adjacent to the industrial park to see if there was interest in selling that
25 property to the City for future industrial park expansion. There was discussion that several items
26 were cut from the Public Safety Building that should be funded in order to finish this building,
27 like covered parking and a few other things.

28
29 Anderson stated he projected an 8% increase in culinary water rates and secondary water, and a
30 10% increase in sewer rates. Council Member Rowland asked to revisit the study performed a
31 couple of years ago to see why the projections were not covering the expenses. Anderson stated
32 he would do that, but noted rates would need to increase significantly to cover the operating
33 expenses.

34
35 Anderson asked the Council to set a date for the next budget meeting. It was decided to meet at
36 5:00 p.m. on March 30. Anderson gave an update on the Airport project, indicating that Geneva
37 planned to begin work on May 5, with the goal of having the Airport operational by June 5.

38
39 Council Member Rowland requested a cost be allocated to the planning of the revitalization of
40 downtown. Anderson stated Kohler would be bringing that information to the Council on March
41 19. When asked for his comments on this meeting, Wes Bingham stated he was less inclined to
42 fund the network administrator position.

43
44 With no further business, the meeting was adjourned.
45
46

Michelle Kellogg, City Recorder

1 Heber City Corporation
2 City Council Meeting
3 March 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 March 19, 2015,
9 in the City Council Chambers in Heber City, Utah

10
11 I. Call to Order
12 City Manager 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 Recorder Michelle Kellogg
City Engineer Bart Mumford
City Planner Tony Kohler
Chief of Police Dave Booth

15
16 Others Present: Gunner Osguthorpe, Paul Boyer, Mike Johnston, Jarom Magalni, Bethany May,
17 J.J. May, Wes Bingham, Beth Ann Schneider, Cole Whipple, Shiann Whipple, Trevyn Brindley,
18 David Brindley, Travis Broadhead, Casey Broadhead, Shane Whipple, Earl Polenz, Mindy
19 Kohler, Suzanne Hansen, Jared Johnson, Tom Johnson, Jeff Mabbutt, and others whose names
20 were illegible.

21
22 II. Pledge of Allegiance: Council Member Kelleen Potter

23
24 III. Prayer/Thought: By Invitation (Default Jeffery Bradshaw)

25
26 Mayor McDonald welcomed the Boy Scouts in attendance and had each Boy Scout stand and
27 introduce themselves.

28
29 IV. Minutes for Approval: March 5, 2015 Work and Regular Meetings
30 March 5, 2015 Draft Work Meeting Minutes
31 March 5, 2015 Draft Regular Meeting Minutes
32

1 Council Member Patterson moved to approve the above listed minutes. Council Member Franco
2 made the second. Voting Aye: Council Members Robert Patterson, Jeffery Bradshaw, Erik
3 Rowland, Heidi Franco and Kelleen Potter.

4
5 V. Open Period for Public Comments

6
7 Mayor McDonald asked any from the audience who wished to address the Council to take a few
8 minutes at this time. No comments were given.

9
10 1. Presentation of Mayor's Award to Officer Cole Darbro for Outstanding Service
11 Officer Darbro Life Saving Commendation

12
13 Mayor McDonald stated Officer Darbro was present to receive the Mayor's Award tonight. Chief
14 Booth explained that Officer Darbro responded to a medical call and became aware that there
15 was a need to evacuate this family from their home. It was later discovered there were high
16 levels of carbon monoxide inside the home, and the family would have succumbed to that in less
17 than two hours without the response by Officer Darbro. Mayor McDonald thanked Officer
18 Darbro and presented him with a check. The Whipple family also presented a gift to Officer
19 Darbro and expressed their appreciation for his service.

20
21 2. Beth Ann Schneider, Request for Financial Support for the Commemorative Air Force
22 Mustang Event on August 8, 2015
23 Beth Ann Schneider Request
24 2015.03.19 CC Regular Meeting Extra Materials

25
26 Schneider indicated there was an event at the airport showcasing the P-21 Mustang Airplane, and
27 requested a donation from the City to help with expenses. Council Member Bradshaw stated this
28 item should be discussed at the next budget meeting since the event was scheduled in the next
29 budget year. Council Member Franco asked when the funds would be needed. Schneider
30 indicated as soon as possible. Council Member Franco suggested donating \$3,000 for this event.
31 The other Council members were in favor of discussing this more at the next budget meeting.
32 Anderson stated when City funds were given, there needed to be a demonstration that the
33 economic impact to the City would equal or surpass the amount donated. Schneider stated she
34 would provide documentation to Anderson next week.

35
36 3. Approve Resolution 2015-05, a Resolution Amending the Personnel Policy: Section 1.3,
37 Personnel Committee
38 Resolution 2015-05

39
40 Mayor McDonald asked if the Council members on the Personnel Policy Committee could take
41 turns voting, one on even months and one on odd months. Council Members Franco and Potter,
42 who currently serve on the Personnel Policy Committee, indicated this method of determining
43 which Council member would vote was fair.

44
45 Council Member Potter moved to approve Resolution 2015-05, a resolution amending the
46 Personnel Policy: Section 1.3, Personnel Committee. Council Member Patterson made the

1 second. Voting Aye: Council Members Robert Patterson, Jeffery Bradshaw, Erik Rowland, Heidi
2 Franco and Kelleen Potter.

3
4 Council Member Franco asked when elections would take place for employee representatives.
5 Kellogg indicated she would get the ballots distributed to the fulltime employees next week and
6 would count the marked ballots the following week. It was noted the committee meetings would
7 continue on an as-needed basis.

8
9 4. Approve Airport Hangar Lease Agreement Terms
10 Hangar Ground Lease Agreement

11
12 Council Member Franco moved to approve the Airport Hangar Lease Agreement terms. Council
13 Member Bradshaw made the second. Voting Aye: Council Members Robert Patterson, Jeffery
14 Bradshaw, Erik Rowland, Heidi Franco and Kelleen Potter.

15
16 5. Approve Resolution 2015-06, A Resolution Amending the 2014-2015 Operating and
17 Capital Budget Funds

18 Staff Report
19 Resolution 2015-06 Budget Amendment

20
21 Anderson reviewed the budget amendment proposals for the 2014-2015 Operating Budget.
22 Council Member Potter asserted that she preferred to fix the restrooms in the City Offices and
23 that took a higher priority than the bond reserve. Anderson stated there were other funds that
24 could be used for a bathroom remodel. Council Member Franco was also concerned about future
25 consultant costs that might need another amendment to the budget. Anderson noted amendments
26 to the budget could be made as needed.

27
28 Council Member Bradshaw moved to approve Resolution 2015-06, a resolution amending the
29 2014-2015 Operating and Capital Budget Funds, and to move \$20,000 into the General
30 Government Building Department for restroom repairs in the City Offices building and thus
31 reducing the bond reserve by that same amount. Council Member Potter made the second.
32 Council Member Rowland requested the bond reserve remain at \$280,000 and asked if there
33 were funds elsewhere that could be allocated to the restroom repair. Anderson stated funds could
34 be used from the Building Permit revenue. Council Member Bradshaw amended his motion to
35 that effect. Council Member Potter seconded the amended motion. It was clarified that all four
36 restrooms would be remodeled but ADA stalls would not be added to the main floor restrooms.

37
38 Voting Aye: Council Members Robert Patterson, Jeffery Bradshaw, Erik Rowland, Heidi Franco
39 and Kelleen Potter.

40
41 With no further business, the meeting was adjourned.

42
43
44
45

Michelle Kellogg, City Recorder

1 Heber City Corporation
2 City Council Meeting
3 March 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 March 19, 2015, in
9 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 Recorder Michelle Kellogg
City Engineer Bart Mumford
City Planner Tony Kohler
Chief of Police Dave Booth

15 Others Present: Gunner Osguthorpe, Paul Boyer, Mike Johnston, Jarom Magalni, Bethany May
16 J.J. May, Wes Bingham, and others whose names were illegible.

17
18 1. Discuss Downtown Redevelopment and Agricultural Heritage Preservation and Transfer
19 of Development Rights (TDR)

20 Staff Report re Wasatch County Rural Heritage and Heber City Downtown
21 Supplement Report

22
23 Kohler stated he developed a timeframe for the downtown redevelopment plan as well as the
24 Transfer of Development Rights (TDR). Mountainlands had been engaged to help with the
25 process and to date, Midway, Wasatch County and Heber were part of this effort. He displayed a
26 map of the valley and stated Heber identified the downtown core as an area that could have
27 increased density, and the County identified areas east and west of Heber as potential high
28 density areas. Council Member Bradshaw expressed concern with the areas designated by the
29 County. Kohler stated the area on the west was directly west of the future bypass road. Council
30 Member Bradshaw noted that there was an agreement to keep development away from the
31 bypass areas. Anderson stated his concern was that a special service district would need to be
32 created unless Heber City allowed the users on the southwest end of the City to use the City
33 services. Mumford indicated the Ernie Giles Special Service District had no limits except by the

1 current zoning restrictions. Anderson noted that the County's designated area was not within that
2 special service district and they had no ability to deliver water.

3
4 Kohler stated the purpose of TDR was to capture density in some areas in order to preserve open
5 space in other areas. He focused on the Strawberry Annexation and Bassett Annexation for
6 increasing density, and thought action needed to happen quickly so as to move forward on these
7 annexation petitions. Council Member Franco felt TDR would be a great way to increase the
8 density in those annexations. Kohler stated the Planning Commission would be recommending a
9 mixed-use density for these annexations. He felt if the TDR were not in place when these
10 annexations came in, it would be a lost opportunity. Anderson stated the annexations would have
11 to purchase TDR in order to develop at densities that were consistent with the Master plan.
12 Kohler reviewed the analysis needed to determine if a TDR would be feasible for a developer.

13
14 Mayor McDonald asked if a moratorium should be set on these annexation petitions until the
15 analysis was performed. Kohler stated he would rather ask the developers to be patient until the
16 analysis was completed. Anderson asked if apartments and condominiums would be the goal for
17 the increased density for downtown. Kohler stated that was the initial goal, but he hoped that
18 density would be extended to other parts of the City as well.

19
20 Council Member Franco asked why commercial would not be tied to TDR. Kohler stated the
21 commercial part of annexations would not be tied to TDR, but condos that would be built above
22 the commercial entities could apply to TDR. Mike Johnston stated he would not recommend
23 tying commercial development to TDR because it would discourage commercial entities from
24 coming to Heber, and they would go to the County, Daniels or Charleston instead. He felt Heber
25 should be the commercial hub, but that requirement would kill that goal. He stated this was a
26 long-term project and it would probably take more than a couple months to analyze. The
27 commercial projects that were planning on coming to Heber with the Bassett annexation would
28 probably not wait if this analysis took too long. Council Member Franco asked if the Bassett
29 Annexation would be mostly commercial or mostly residential. Johnston indicated the first phase
30 was commercial.

31
32 There was discussion on zoning options for the Strawberry and Bassett Annexations. Anderson
33 stated the challenge would be to keep the TDR affordable enough for it to make sense to the
34 developer. Council Member Franco asked if a pending ordinance could be drafted, and asked the
35 Council if the budget could be amended for a consultant on this project. Anderson stated the
36 success of the Community Development Area (CDA) would depend on the support of other
37 taxing entities such as the County and the School District. He also had concern that these
38 annexation petitions were in place before the TDR was initiated so they might be exempt.
39 Council Member Franco suggested discussing this topic more with the County Council. Mayor
40 McDonald stated a meeting could be scheduled in April.

41
42 2. Review Draft Lower Wasatch Canal Maintenance Agreement
43 Canal Maintenance Agreement

44
45 Mayor McDonald explained this agreement was between the School District and Heber City.
46 Council Member Potter asked how much the maintenance would cost. Anderson indicated that

1 both this year and last year had little if any cost; but in years past, the cost was in the thousands.
2 Council Member Franco thanked Anderson for working with the School District. Anderson
3 noted that Mayor McDonald attended that meeting as well.
4

5 3. Discuss City Logo on Street Signs
6 City Logo
7 2015.03.19 CC Work Meeting Extra Materials
8

9 Mayor McDonald stated the proposed logo on a sticker would be white and would not fade as
10 quickly as the current logo stickers attached to the street signs. Anderson stated the Road Fund
11 would come in under budget so erecting new street signs were now able to be funded. Council
12 Member Franco stated there were other traffic signs authorized from the traffic study on 600
13 South and asked when they would go up. Mumford stated he asked Public Works to hold off on
14 those in light of the transportation developments, because he wanted to reevaluate that need.
15 Council Member Rowland suggested etching the logo into the sign for historic Heber, and not
16 having any logo on the remaining signs in the City. He was not in favor of stickers because they
17 would fade and peel. Mumford stated for all future signs, the logo would be burned into the
18 metal like the street name.
19

20 After some discussion, the Council approved this project. It was indicated this project to replace
21 the dilapidated signs and add the stickers would cost about \$12,000. Mumford stated he would
22 look into the cost of replacing all of the street signs with signs that had the logo burned into the
23 metal.
24

25 4. FYI: Utah Transportation Commission Annual Visit to Counties, April 14, 2015, 4:00
26 p.m. - 6:00 p.m., Wasatch County Building, 25 N. Main Street, Downstairs
27 UDOT Letter re Annual Visit to Counties
28 2015.03.19 CC Work Meeting Extra Materials.2
29

30 Mayor McDonald noted the meeting date and time and encouraged the Council to attend. On
31 another note, Mayor McDonald stated Suzanne Hansen would give an update on the Heber
32 Valley Market. Hansen stated she checked on insurance and reported on those findings, and
33 recommended that the vendors be required to provide insurance at the time of application.
34 Mayor McDonald stated he was in favor of the City approving what items could be sold or
35 displayed. Council Member Rowland asked how the City would handle vendors who brought
36 different items throughout the summer. Hansen indicated she added a clause to the agreement
37 that any additional items were required to be approved by her beforehand. She noted that Rule
38 No. 37 stated Heber City would not provide exclusivity of products. She also indicated that
39 photos of the items were required by many cities. Anderson noted the insurance requirement
40 could eliminate some vendors. Council Member Bradshaw felt if vendors were going to be
41 allowed at the park, they needed to be responsible and insurance should not be a problem.
42 Anderson stated it would be in the best interest of the City to have these amended rules.
43

44 With no further business, the meeting was adjourned.
45
46

Michelle Kellogg, City Recorder

TAB 1

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

TAB 2

HEBER CITY COUNCIL

Meeting date: April 2, 2015

Report by: Anthony L. Kohler

Re: Cove at Valley Hills Open Space Abandonment Ordinance

As part of the approval of the Cove at Valley Hills Phase 1-C, the open space area is a designated lot in the existing subdivision. In order to plat lots in its place, the lot must be vacated by ordinance. The County Recorder requires this ordinance as per Section 10-9a-609 of the Utah Code.

RECOMMENDATION

If the Cove Phase 1-C is approved, this ordinance will need to be approved as well.

ORDINANCE NO. 2015-08

AN ORDINANCE VACATING A PORTION OF THE COVE AT VALLEY HILLS SUBDIVISION PLAT.

BE IT ORDAINED by the Council of Heber City, Utah, that pursuant to Utah State Code, Section 10-9a-609 (3), the Open Space Parcel Owned by Coyote Development, L.C., containing 2.03 acres and illustrated on Exhibit 1, is hereby vacated from the Cove at Valley Hills Subdivision Plat.

Legal Description: Open Space Parcel Owned by Coyote Development, L.C.

Tax ID Number: 0CV-00PN-0-029-035

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

ADOPTED and PASSED by the City Council of Heber City, Utah this ____ day of _____, 2015, by the following vote:

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

APPROVED:

Mayor Alan McDonald

ATTEST:

RECORDER

Date of First Publishing: _____

TAB 3

HEBER CITY COUNCIL

Meeting date: April 2, 2015

Report by: Anthony L. Kohler

Re: The Cove at Valley Hills Phase 1-C

In the Fall of 2014, the City Council continued the subdivision request to obtain an opinion from the Property Rights Ombudsman regarding the city's obligation or the lack thereof to approve the subdivision. The city has obtained this opinion which suggests the city should approve the subdivision.

Coyote Development LC has applied for subdivision of the remaining property within the Cove at Valley Hills Subdivision to the west of Valley Hills Boulevard. The proposal creates two (2) new building lots. The subdivision is located within the R-1 Residential Zone, requiring 100 feet of frontage and 10,000 square feet.

A geotechnical report was conducted on the property in 1994 by AGECE that indicates the property is located upon stable soils. The report provides recommendations for foundations, drainage, and grading for the lots, particularly to avoid problems with ground water.

RECOMMENDATION

On June 26, 2014, 3 Planning Commissioners voted for the subdivision and two voted against the subdivision. The Planning Commission struggled with their vote for much of the same reasons expressed in past meetings. Residents of the surrounding lots expressed concern that the proposed two western lots would be hazardous, block views, and was not ethical because the original plat showed that area as "open space". However, the Planning Commission could not find that the proposed subdivision violates any provision of Heber City Code and therefore recommended approval of the proposed subdivision as consistent with the Municipal Code, conditional upon the following:

- 1) Developer install fire hydrants along Valley Hills Blvd. so that each lot is within 250 feet of a fire hydrant;
- 2) Developer provide notice on the plat of the existence of a geotechnical report that provides building recommendations and is available in the Heber City Planning Office;
- 3) Developer install necessary utilities and laterals to each lot;
- 4) Developer address what becomes of the remainder of property to the rear (east) of the Cove at Valley Hills Lots 32-36; preferable, such area would become part of the building lots.

DEVELOPMENT AGREEMENT
AND
COVENANT RUNNING WITH THE LAND
The Cove at Valley Hills Phase 1-C

THIS AGREEMENT entered into this _____ day of _____, 2015, by and between Heber City, hereinafter referred to as "City" and the undersigned as "Developer".

WHEREAS, developer has proposed a 2 lot subdivision in the R-1 Residential Zone, The Cove at Valley Hills Phase 1-C;

NOW, THEREFORE, the parties hereby agree as follows.

1. With respect to Exhibit A (the approved final subdivision plat), the developer shall, prior to recording of that subdivision plat, transfer to the City all required water rights necessary for development, which shall include but not be limited to _____ Acre-Feet of diversion water rights;
2. During home construction, each lot shall erect a construction debris fence along the western property lines to minimize the potential for debris falling onto adjoining properties to the west;
3. Developer shall provide notice on the plat of the existence of a geotechnical report that provides building recommendations and is available in the Heber City Planning Office;
4. Prior to the plat recording, developer shall provide recommendations from a licensed geotechnical engineer on allowable excavation depths and distances that will protect the stability of the adjacent Valley Hills Boulevard road, including recommendations on foundation and driveway cuts and fills;
5. The remainder of property owned by Coyote Development shall either be attached as part of Lot 68 or attached to adjoining Lots 32 through 37;
6. The required water, sewer, and irrigation services will be installed to each lot, and a fire hydrant shall be installed within 250 feet of each lot per City standards.

7. The final plat shall contain a note prohibiting driveway access off of Calloway Drive, and list the new lot addresses.
8. 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 enforcing this Agreement;
9. This Agreement contains the entire agreement between the parties, and no statement, promise or inducement made by either party hereto, or agent of either party hereto which is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified or altered except in writing approved by the parties;
10. Time is of the essence of this Agreement. In case any party shall fail to perform the obligations on its part at the time fixed for the performance of such obligations by the terms of this Agreement, the other party or parties may pursue any and all remedies available in equity, at law, and/or pursuant to the terms of this Agreement; and
11. This Agreement shall be a covenant running with the land, and shall be binding upon the parties and their assigns and successors in interest. This Agreement shall be recorded with the Wasatch County Recorder.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year this agreement was first above written.

DATED this _____ day of _____, 2015.

HEBER CITY:

By: _____
Alan McDonald, Mayor

Attest: _____
Michelle Kellogg, Recorder

OWNER, _____

By: _____
Coyote Development, LLC.

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

On this _____ day of _____, 2015, personally
appeared before me the above named Owner, who duly acknowledged
to me that he is the owner in fee and executed the same as such.

NOTARY PUBLIC

BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED NORTH 1506.34 FEET AND WEST 1715.25 FEET FROM THE SOUTHEAST CORNER (BRASS CAP MONUMENT) OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN, SAID POINT BEING ON THE NORTH BOUNDARY LINE OF VALLEY HILLS ESTATES PLAT "F";

THENCE N88°41'00"W 182.00 FEET;

THENCE N72°41'19"W 107.29 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 224.00 FEET;

THENCE NORTHEASTERLY 30.14 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°42'32" (CHORD BEARING AND DISTANCE OF SAID CURVE BEING N22°20'24"E 30.12 FEET)

THENCE S72°41'19"E 104.73 FEET;

THENCE N15°46'20"E 535.19 FEET;

THENCE S72°41'19"E 61.96 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1809.00 FEET;

THENCE SOUTHWESTERLY 46.20 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°27'48" (CHORD BEARING AND DISTANCE OF SAID CURVE BEING S04°25'48"W 46.20 FEET)

THENCE S03°41'54"W 181.73 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1033.00 FEET;

THENCE SOUTHWESTERLY 33.92 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°52'54" (CHORD BEARING AND DISTANCE OF SAID CURVE BEING S02°45'27"W 33.92 FEET)

THENCE S01°49'00"W 68.37 FEET;

THENCE N88°41'00"W 8.00 FEET;

THENCE S01°19'00"W 200.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 1.55 ACRES.



GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

State of Utah Department of Commerce

OFFICE OF THE PROPERTY RIGHTS OMBUDSMAN

FRANCINE A. GIANI
Executive Director

BRENT N. BATEMAN
Lead Attorney, Office of the Property Rights Ombudsman

ADVISORY OPINION

Advisory Opinion Requested by:	Heber City Anthony L. Kohler, Planning Director
Local Government Entity:	Heber City
Property Owner:	Coyote Development, LLC
Type of Property:	Residential Subdivision
Date of this Advisory Opinion:	February 24, 2015
Opinion Authored By:	Elliot R. Lawrence Office of the Property Rights Ombudsman

Issues

May a City deny a proposed subdivision of a parcel if the developer previously retained the parcel as open space?

Summary of Advisory Opinion

Any restriction on a property right, such as the right to develop, must be construed strictly in favor of the property owner. The City has no ordinance requiring dedication of open space, and there is not a sufficient basis to conclude that open space was required as a condition of the original subdivision approval. Furthermore, there is no evidence that the City has a contractual or prescriptive right to affect or restrict development on the open space parcel. In short, there is no reason to conclude that development on the parcel in question may be restricted.

Review

A Request for an Advisory Opinion may be filed at any time prior to the rendering of a final decision by a local land use appeal authority under the provisions of UTAH CODE § 13-43-205.

An advisory opinion is meant to provide an early review, before any duty to exhaust administrative remedies, of significant land use questions so that those involved in a land use application or other specific land use disputes can have an independent review of an issue. It is hoped that such a review can help the parties avoid litigation, resolve differences in a fair and neutral forum, and understand the relevant law. The decision is not binding, but, as explained at the end of this opinion, may have some effect on the long-term cost of resolving such issues in the courts.

A Request for an Advisory Opinion was received from Anthony Kohler, Planning Director of Heber City on October 27, 2014. A copy of that request was sent via certified mail to Coyote Development, LLC, at PO Box 189, Heber City, Utah. According to the return receipt, Coyote Development received the Request on November 3, 2014.

Evidence

The following documents and information with relevance to the issue involved in this Advisory Opinion were reviewed prior to its completion:

1. Request for an Advisory Opinion, with attachments, submitted by Heber City (Anthony Kohler, Planning Director), received by the Office of the Property Rights Ombudsman on October 27, 2014.
2. Response from Mel McQuarrie, Managing Member of Coyote Development, LLC, received December 8, 2014.
3. Submission from Robert Mills, Neighboring Property Owner, received November 12, 2014.
4. Submission from David and Tara Lundberg, Neighboring Property Owners, received December 3, 2014.
5. Submission from John and Tess Farra, Neighboring Property Owners, received December 11, 2014.
6. Additional information submitted by Heber City, received December 30, 2014.

Background

Coyote Development, LLC is the owner and developer of a subdivision, known as "Cove at Valley Hills," located in Heber City.¹ The property was annexed into the City in 1991, and several development plats have been approved, beginning in 1992. The City states that in 1994, it requested that Coyote Development remove some property from a proposed subdivision plat because it was considered too steep for development.² That parcel was eventually included in the plat for the "Cove at Valley Hills," identified as "Open Space owned by Coyote Development"

¹ The City states that the subdivision was also identified as "Valley Hills Phase III," and "Valley Hills Plat H", but the development is currently known as "Cove at Valley Hills."

² This lot was identified as "Lot 71" in a 1994 subdivision plat application.

(the “Open Space Parcel”). The minutes of the Heber City Planning Commission from August 24, 2000—when the final plat was approved—state that some “hillside areas” were declared as privately-owned open space, and identified as such on the plat.³ The City’s Planning Commission approved the final plat with no further discussion on the Open Space Parcels.⁴ Since 2001, the Open Space Parcel has been exempt from property taxes.⁵

The Open Space Parcel is located on a hillside with steep slopes, although the portion proposed for development has a more gradual slope.⁶ The Parcel is located above several other homes, and is accessed by a road located near the rear property lines of the neighboring homes. Coyote Development considers the Open Space Parcel as a “remnant” parcel belonging to the development company, which has never been dedicated or restricted as open space.⁷ The City does not dispute that the Parcel belongs to Coyote Development, but it maintains that the developer agreed to set aside the Parcel as open space as a condition of the plat approval in 2000.⁸

For several years, the Parcel was not developed, but in 2014, Coyote Development submitted an application to divide the Parcel and develop a portion as two residential lots.⁹ The City acknowledges that the proposed lots meet its minimum standards for size and dimension. Although several neighboring property owners objected, the City’s Planning Commission recommended approval of the subdivision on June 26, 2014. In September, the City Council postponed a final decision on the proposed subdivision, citing questions about whether the Open Space Parcel could be developed, along with concerns about the slope of the Parcel and its impact on neighboring property owners.

Coyote Development points out that other lots in the Cove at Valley Hills have been developed with similar slopes as the Open Space Parcel, and that development on the Parcel is possible

³ Minutes of the Heber City Planning Commission, August 24, 2000, at 2. The statement was made by Mike Johnston, from the engineering firm that completed the plats. Coyote Development’s representatives attended the hearing, but offered no comments on any proposed open space.

⁴ The motion to approve the final plat included conditions related to bonding for improvements, clarification of an easement, traffic sign placement, calculation of water shares, landscaping for a proposed public park, alignment of a road, and some issues related to geotechnical reports. None of the conditions concerned the Open Space Parcels (the proposed park was in a different area of the development). *See* Minutes of the Heber City Planning Commission, August 24, 2000, at 3.

⁵ The materials submitted for this Opinion indicate that the Open Space Parcel qualified for the exemption because development was not feasible. The Wasatch County Assessor stated that at least five years of back taxes would be charged if the Parcel is developed.

⁶ There are no specific slope restrictions in the City’s development code. The area for the two proposed building lots has a 23 to 30 percent slope. Other portions of the Open Space Parcel have slopes exceeding 50 percent.

⁷ It appears that the Open Space Parcel remains undisturbed in a “natural” state, with native vegetation. Neither the City nor Coyote Development stated whether the public could access the Parcel for hiking or other recreation, or whether the Parcel as actually used by the public.

⁸ The City states that Coyote Development offered to dedicate the Open Space Parcel as public lands when the plat was approved in 2000, but the City declined because the Parcel was too steep for City purposes.

⁹ The materials submitted for this Opinion indicate that a subdivision of the Open Space Parcel was also requested in March of 2009, but was denied by the City. It appears that the remaining portion of the Open Space Parcel will not be developed.

within the City's existing standards.¹⁰ Furthermore, Coyote Development notes that the City has accepted other property dedicated as open space, but transferred those parcels to private owners.¹¹ The City counters that those properties were no longer usable as public property, and so were deeded to the owners of adjoining lots.¹² In one instance, publicly owned property that had been reserved as open space was transferred in exchange for property used for a City-owned water tank.¹³

The owners of property adjoining the Open Space Parcel oppose Coyote Development's proposed subdivision. They state that they relied upon the plat for the Cove at Valley Hills, which designates the Parcel as open space, and that the adjoining open space was part of their decision to purchase their lots.¹⁴ From this, the homeowners argue—along with the City—that the Open Space Parcel was a condition imposed on the original subdivision plat, and so the Parcel should never be developed.¹⁵ Finally, the homeowners state that development of the Parcel is limited due to its steep slope.

In September of 2014, the City Council postponed a final decision on the proposed subdivision, so it could request this Opinion. Specifically, the City asks the Office of the Property Rights Ombudsman to determine whether the subdivision may be denied because Coyote Development committed to provide the open space?

Analysis

I. The Open Space Parcel was Not a Condition Required for Subdivision Approval.

Because there is no indication that the City specifically required Coyote Development to reserve the Open Space Parcel, it cannot be considered a condition of subdivision approval. Local governments may impose reasonable conditions on subdivision and development approvals. *See Call v. City of West Jordan*, 606 P.2d 217, 220 (Utah 1979).¹⁶ These conditions may be imposed

¹⁰ The City notes that a geotechnical analysis of the Open Space Parcel was completed in 1994. The analysis concluded that development was possible, with specific recommendations for foundations, grading, and water drainage. It was not stated that a new geotechnical analysis would be needed.

¹¹ Coyote Development cites these examples to support its contention that "open space" designation does not prohibit future development.

¹² The City explains that the former open space parcels became part of adjoining properties, and were not used as new building lots.

¹³ Neither the City nor Coyote Development offered details on the water tank negotiations. The City explains that at the time, it was determined that there was no harm to the public by transferred property originally intended as open space.

¹⁴ The neighboring property owners state that they relied on verbal representations that Open Space Parcel would remain as open space. Coyote Development disputes that any such representation was ever made, only that the Parcel was merely identified as privately-owned open space on the subdivision plat.

¹⁵ One property owner, Robert Mills, also opposed the subdivision proposed in 2009. He submitted a letter he wrote to the City at that time,

¹⁶ "[A]s a prerequisite for permitting the creation of a subdivision, the City . . . [may] impose reasonable regulations." *See also Banberry Development Corp. v. South Jordan City*, 631 P.2d 899, 901 (Utah 1981)(discussing cases where local governments were authorized to impose conditions on development or plat approvals). The Land

by a local ordinance, or required by a planning commission or legislative body as part of the approval process. The City acknowledges that its ordinances do not include a requirement that any open space be reserved or dedicated as a condition of subdivision plat approval. Thus, the requirement cannot arise from an ordinance.

The City contends that the Open Space Parcel was imposed by its planning commission, and accepted by Coyote Development, when the subdivision plat was approved in August of 2000. The minutes of the City's Planning Commission meeting on August 24, 2000 include a statement from Mike Johnston that "there are some hillside areas which are declared as open space area which will be privately owned open space."¹⁷ That, however, was the only statement made concerning open space for the Cove at Valley Hills subdivision.¹⁸ There is no statement attributed to the property's owner regarding creation of open space.¹⁹ The motion to recommend approval of the subdivision plat made no reference to any required open space.²⁰

Since there is no express requirement that Coyote Development reserve a portion of the property as open space, the condition was not imposed as part of the approval process. Zoning ordinances and requirements on development are in derogation of an owner's property rights, and so "should be strictly construed" in favor of the property owner. *See Patterson v. Utah County*, 893 P.2d 602, 606 (Utah Ct. App. 1995).²¹ Following this precept, a condition or requirement cannot be implied or presumed, but should be created by specific language. The minutes of the Planning Commission do not specifically state that Coyote Development was required to reserve a portion of its property as open space. A single sentence—which was not expressed by a property owner—is not enough to sustain the conclusion that the Open Space Parcel fulfilled a requirement of subdivision approval. Therefore, the requirement was not a condition imposed at the time of approval.

The City thus has insufficient grounds to enforce a "condition" that Coyote Development continue to preserve the Open Space Parcel and relinquish any rights to develop it.²² While an open space requirement would have feasibly been within the City's authority in 2000, the information provided does not support a conclusion that such a condition was actually imposed.²³

Use, Development, and Management Acts (LUDMA) allow local governments to impose conditions on subdivision plats. *See* UTAH CODE ANN. §§ 10-9a-509(1)(h) and (i); 17-27a-508(1)(h) and (i).

¹⁷ Minutes of the Heber City Planning Commission, August 24, 2000 at 2. Mike Johnston represented an engineering firm which apparently had prepared the plats.

¹⁸ The minutes include discussion of a proposed public park in another part of the development.

¹⁹ Representatives of Coyote Development attended the Planning Commission hearing, but made no statement regarding open space. In addition, there is no written statement indicating that the property owner agreed to reserve open space to fulfill a condition imposed by the City.

²⁰ The Commission recommended that the City Council "favorably consider" accepting the proposed park. *Id.*, at 3.

²¹ *Patterson* cited several decisions from other states, including an Alabama decision holding that "land use restrictions" should be strictly construed. *See Ex parte Fairhope Bd. of Adjustment & Appeals*, 567 So.2d 1353, 1354-55 (Ala. 1990). *See also Carrier v. Salt Lake County*, 2004 UT 98, ¶ 31, 104 P.3d 1208, 1217.

²² This does not mean, however, that the City is prevented from imposing a reasonable open space requirement on future subdivision approvals.

²³ This Opinion does not examine whether reserving the entire Open Space Parcel would have been justified when the subdivision plat was approved in 2000. This Opinion merely notes that the City could have possibly required dedication or reservation of some property as open space.

Moreover, no such condition was imposed by ordinance, and the brief mention in the minutes of the Planning Commission is hardly enough to establish a condition required of approval.

II. It Does Not Appear Likely That Easement or Use Rights Were Acquired in the Open Space Parcel.

Because there has been no evidence of actual use of the Open Space Parcel by the City, the public, or neighboring property owners, it appears unlikely that any use or easement rights have been created. The materials submitted for this Opinion make no reference to any use of the Open Space Parcel by the public or even by neighboring property owners.²⁴ There is also no indication that Coyote Development agreed to allow any type of uses on the Parcel. Finally, no private prescriptive rights could be created, because not enough time has passed since the Parcel was established.²⁵

The Parcel's label as open space on the plat is insufficient to establish an obligation that the Parcel remain unchanged in perpetuity. Plats may be amended and the features shown thereon changed. Typically, changes to a plat must be done with the consent of all parties owning an interest in the portion being changed. *See* UTAH CODE ANN. § 10-9a-608. Often an open space designation will include a dedication to the public or to an homeowner's association (HOA). In such case, the public or HOA gains an ownership interest in the property, and with it the legal ability to prevent a change. However, no such dedication is indicated for the Open Space Parcel. Coyote Development retained full ownership; it therefore retains the ability to control the destiny of the Parcel, which includes changing the parcel to something different than open space, despite it being so labeled on the Plat.

Unless it can be shown that an agreement existed between the City and Coyote Development, or that the City made some special use of the Parcel, the City has no basis to insist that it remain undeveloped. Although the neighboring property owners may enjoy the views and privacy afforded by the undeveloped property behind their homes, that alone is insufficient to guarantee that the parcel will remain in that state indefinitely.

Conclusion

Heber City simply does not have sufficient justification to prevent development on the Open Space Parcel. Any requirement restricting a property right (such as the right to develop) must be construed in favor of the property owner. The City has no ordinance requiring that property be reserved as open space, and the record of the subdivision approval from 2000 does not show that open space was imposed as a condition of approval. Finally, since there is no evidence of a specific agreement or special use, the City has no basis to restrict development. Along the same

²⁴ The neighbors state that the location of the Open Space Parcel near their homes was a factor in their decision to purchase their lots and build homes. Other than the view, however, there is no evidence that the Parcel was used for hiking or other recreational uses.

²⁵ Prescriptive easement rights may only be established after 20 years of continuous use. *See Potter v. Chadaz*, 1999 UT App 95, ¶ 17, 977 P.2d 533, 538. The Open Space Parcel was created in 2000, so less than 20 years passed before the proposed subdivision in 2014.

lines, the neighboring property owners have not demonstrated a special or unique right to restrict development.

A handwritten signature in black ink, appearing to read "Brent N. Bateman". The signature is fluid and cursive, with a long horizontal stroke at the end.

Brent N. Bateman, Lead Attorney
Office of the Property Rights Ombudsman

NOTE:

This is an advisory opinion as defined in § 13-43-205 of the Utah Code. It does not constitute legal advice, and is not to be construed as reflecting the opinions or policy of the State of Utah or the Department of Commerce. The opinions expressed are arrived at based on a summary review of the factual situation involved in this specific matter, and may or may not reflect the opinion that might be expressed in another matter where the facts and circumstances are different or where the relevant law may have changed.

While the author is an attorney and has prepared this opinion in light of his understanding of the relevant law, he does not represent anyone involved in this matter. Anyone with an interest in these issues who must protect that interest should seek the advice of his or her own legal counsel and not rely on this document as a definitive statement of how to protect or advance his interest.

An advisory opinion issued by the Office of the Property Rights Ombudsman is not binding on any party to a dispute involving land use law. If the same issue that is the subject of an advisory opinion is listed as a cause of action in litigation, and that cause of action is litigated on the same facts and circumstances and is resolved consistent with the advisory opinion, the substantially prevailing party on that cause of action may collect reasonable attorney fees and court costs pertaining to the development of that cause of action from the date of the delivery of the advisory opinion to the date of the court's resolution.

Evidence of a review by the Office of the Property Rights Ombudsman and the opinions, writings, findings, and determinations of the Office of the Property Rights Ombudsman are not admissible as evidence in a judicial action, except in small claims court, a judicial review of arbitration, or in determining costs and legal fees as explained above.

The Advisory Opinion process is an alternative dispute resolution process. Advisory Opinions are intended to assist parties to resolve disputes and avoid litigation. All of the statutory procedures in place for Advisory Opinions, as well as the internal policies of the Office of the Property Rights Ombudsman, are designed to maximize the opportunity to resolve disputes in a friendly and mutually beneficial manner. The Advisory Opinion attorney fees provisions, found in Utah Code § 13-43-206, are also designed to encourage dispute resolution. By statute they are awarded in very narrow circumstances, and even if those circumstances are met, the judge maintains discretion regarding whether to award them.

MAILING CERTIFICATE

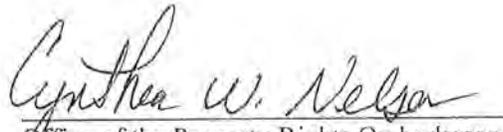
Section 13-43-206(10)(b) of the Utah Code requires delivery of the attached advisory opinion to the government entity involved in this matter in a manner that complies with Utah Code Ann. § 63-30d-401 (Notices Filed Under the Governmental Immunity Act).

These provisions of state code require that the advisory opinion be delivered to the agent designated by the governmental entity to receive notices on behalf of the governmental entity in the Governmental Immunity Act database maintained by the Utah State Department of Commerce, Division of Corporations and Commercial Code, and to the address shown is as designated in that database.

The person and address designated in the Governmental Immunity Act database is as follows:

Mayor David R. Phillips
Heber City
75 North Main Street
Heber City, Utah 84032

On this 24th Day of February, 2015, I caused the attached Advisory Opinion to be delivered to the governmental office by delivering the same to the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the person shown above.



Office of the Property Rights Ombudsman

TAB 4

HEBER CITY COUNCIL
Report by: Anthony L. Kohler
Meeting date: April 2, 2015

Re: Wasatch County School District Lot Line Adjustment

The Wasatch School District is requesting a lot line adjustment to make their property lines match with what the purchaser has agreed to buy. Both properties are located within the C-2 Commercial Zone. There is not a minimum lot size or width for this zone. Section 10-9a-608 of the Utah State Code addresses the process for lot line adjustments. The city has not designated a specific land use authority for this action, so the City Council is the default authority to approve this request.

RECOMMENDATION

The proposed lot line adjustment is consistent with Heber City Code and Utah State Code, Section 10-9a-608. Specifically:

- (1) No new dwelling lot or housing unit results from the property lines adjustment;
- (2) The adjoining property owners consent to the property line adjustment;
- (3) The property lines adjustment does not result in a remnant land that did not previously exist; and
- (4) The property line adjustment does not result in a violation of applicable zoning requirements.

Section 10-9a-608 Utah State Code

- (5) (a) The owners of record of adjacent parcels that are described by either a metes and bounds description or by a recorded plat may exchange title to portions of those parcels if the exchange of title is approved by the land use authority in accordance with Subsection (5)(b).
- (b) The land use authority shall approve an exchange of title under Subsection (5)(a) if the exchange of title will not result in a violation of any land use ordinance.
- (c) If an exchange of title is approved under Subsection (5)(b):
- (i) a notice of approval shall be recorded in the office of the county recorder which:
 - (A) is executed by each owner included in the exchange and by the land use authority;
 - (B) contains an acknowledgment for each party executing the notice in accordance with the provisions of Title 57, Chapter 2a, Recognition of Acknowledgments Act; and
 - (C) recites the descriptions of both the original parcels and the parcels created by the exchange of title;and
 - (ii) a document of conveyance shall be recorded in the office of the county recorder.
- (d) A notice of approval recorded under this Subsection (5) does not act as a conveyance of title to real property and is not required in order to record a document conveying title to real property.

Heber City Corporation
75 North Main Street
Heber City, UT 84032

Notice

The undersigned does hereby declare that on April 2, 2015, the Heber City Council approved a lot line adjustment between parcels owned by Wasatch County School District, located at approximately 601 South Main Street as described in Exhibit 1 and illustrated in Exhibit 3.

The City Council, acting as the Land Use Authority, found:

- (1) No new dwelling lot or housing unit results from the property lines adjustment;
- (2) The adjoining property owners consent to the property line adjustment;
- (3) The property lines adjustment does not result in a remnant land that did not previously exist; and
- (4) The property line adjustment does not result in a violation of applicable zoning requirements.

This notice serves as the required notice of approval by the Heber City Council, as required by Utah State Code, Section 10-9a-608 5 (a). This notice of approval recorded under this Subsection (5) does not act as a conveyance of title to real property, is not required in order to record a document conveying title to real property and is not intended to do anything other than indicate that the proper notice has been given and that the City approves and does not object to the lot line adjustment.

Anthony L. Kohler

Date: _____

STATE OF UTAH)
)ss
COUNTY OF WASATCH)

On this _____ day of _____, 20_____, personally appeared before me, the above Planning Director of Heber City, Utah, who acknowledged that he signed the above certificate and that the statements contained thereon are true.

Notary Public, Residing at Heber City, Utah

Exhibit 1: Old Parcel Legal Descriptions

Parcel 1

Owner Name: Wasatch County School District
Serial Number: OHE-1247-0-005-045
Legal Description:

1953 Administrator's Deed

Beginning at a point 19 rods East of the Northwest Corner of the Southwest Quarter of Section 5 in Township 4 South of Range 5 East of the Salt Lake Meridian; and running thence East 11.71 chains, more or less, to the West boundary of the property previously conveyed by the Administrator of the estate of James W. Clyde, deceased, to Victor Offret; thence South 20 rods; thence East 8 rods; thence North 20 rods; thence East 3 rods; thence South 20 rods; thence East 24 rods, more or less, to the East Line of the property in this Quarter Section belonging to the estate of James W. Clyde, deceased; thence South 5.43 chains, more or less, to the North boundary of that tract heretofore conveyed to the Heber Third, Corporation of the Church of Jesus Christ of Latter Day Saints, and to Lyman Bethers; thence West 20.6 chains, more or less, to the East edge of the public highway; thence North 10.43 chains, more or less, to the point of beginning, all of the foregoing boundaries being determined by existing fence lines, and containing 17.43 acres, more or less, together with 17 shares of the capital stock in the Wasatch Irrigation Company.

Parcel 2

Owner Name: Wasatch County School District
Serial Number: OHE-1522-0-005-045
Legal Description:

2007 Special Warranty Deed

Beginning at the Northeast Corner of the Wasatch County Library Subdivision, said point lying North 530.22 feet and West 48.14 feet from the Wasatch County survey monument for the South One-Quarter Corner of Section 5, Township 4 South, Range 5 East, Salt Lake Base and Meridian (Basis of Bearings: North 89°50'38" East between found Wasatch County survey monuments located at the South One-Quarter and Southeast Corners of Section 5, Township 4 South, Range 5 East, Salt Lake Base and Meridian, in conformance with Utah Coordinate System 1983 Central Zone Bearing);

and running thence South 89°43'55" West 1,659.78 feet along the Northerly Line and Line extended of the Wasatch County Library Subdivision; thence North 178.53 feet along the Easterly Line of the Paul Phelps Property as referenced in Entry Number 187829 in Book 325 at Page 475; thence South 89°10'31" East 724.64 feet along an existing fence line; thence North 00°03'46" East 545.81 feet along an existing fence line; thence North 00°49'38" West 85.30 feet along an existing fence line; thence North 03°25'21" West 82.16 feet along an existing fence line; thence North 00°04'53" West 975.90 feet along an existing fence line; thence South 19°53'44" East 134.56 feet to the beginning of a tangent curve to the left and concave Northeasterly with a radius of 170.00 feet and from which a Radial Line bears North 70°06'16" East; thence Southeasterly 206.95 feet along the arc of said curve through a Central Angle of 69°45'03" (Chord bears South 54°46'15" East 194.41 feet); thence South 89°38'47" East 281.88 feet; thence North 114.23 feet to the Southwest Corner of the Thomas Watson Property; thence along the Southerly Line of the Thomas Watson Property the following three (3) courses: thence North 89°42'14" East 182.28 feet; thence North 00°17'46" West 34.18 feet; and thence North 89°42'14" East 328.63 feet; and running thence South 574.00 feet to a point on the Northerly Line of the Frandsen's Inc., ET. AL., Property; thence along the Northerly and Westerly Lines of the Frandsen's Inc., ET. AL., Property the following two (2) courses: thence South 89°52'47" West 62.39 feet and South 00°21'13" East 1,185.88 feet to the point of beginning.

Exhibit 2: New Parcel Legal Descriptions

Parcel 1

Owner Name: Wasatch County School District
Serial Number: OHE-1247-0-005-045
Legal Description:

New Legal Description

As-Surveyed Parcel

Beginning at a point of the Southern edge of asphalt of 600 South Street, Heber City, Utah, said point lying North 2691.15 feet and West 1798.92 feet from the South Quarter Corner of Section 5, Township 4 South, Range 5 East, Salt Lake Base and Meridian; thence South 00°34'24" West 770.39 feet; thence South 77°27'03" West 6.13 feet; thence North 89°43'00" West, 355.09 feet; thence North 84°39'11" West 90.91 feet; thence North 89°21'47" West 83.77 feet to the beginning of a tangent curve to the right, with a radius of 6.00 feet; thence along said curve a distance of 9.40 feet; through a central angle of 89°48'21" (Chord bears North 44°27'36" West 8.47 feet); thence along the Eastern right-of-way line for U.S. Highway 40 North 00°26'35" East 531.61 feet; thence along the boundary of the Old WHS Redevelopment Phase 1 Plat the following three (3) Courses: (1) South 89°40'14" East 135.53 feet, (2) South 89°29'35" East 100.00 feet, (3) North 00°24'15" East 227.30 feet; thence South 89°29'17" East 307.77 feet to the point of beginning.

Parcel 2

Owner Name: Wasatch County School District
Serial Number: OHE-1522-0-005-045
Legal Description:

Remainder Parcel

Beginning at the Northeast Corner of the Wasatch County Library Subdivision, said point lying North 530.22 feet and West 48.14 feet from the Wasatch County survey monument for the South One-Quarter Corner of Section 5, Township 4 South, Range 5 East, Salt Lake Base and Meridian (Basis of Bearings: North 89°50'38" East between found Wasatch County survey monuments located at the South One-Quarter and Southeast Corners of Section 5, Township 4 South, Range 5 East, Salt Lake Base and Meridian, in conformance with Utah Coordinate System 1983 Central Zone Bearing);

and running thence South 89°43'55" West 1,659.78 feet along the Northerly Line and Line extended of the Wasatch County Library Subdivision; thence North 178.53 feet along the Easterly Line of the Paul Phelps Property as referenced in Entry Number 187829 in Book 325 at Page 475; thence South 89°10'31" East 724.64 feet along an existing fence line; thence North 00°03'46" East 545.81 feet along an existing fence line; thence North 00°49'38" West 85.30 feet along an existing fence line; thence North 3°25'21" West 82.16 feet along an existing fence line; thence North 0°04'53" West 517.11 feet; thence South 817.02 feet; thence North 0°34'24" East 770.39 feet; thence South 89°29'17" East 205.47 feet, more or less, to the West boundary of the property previously conveyed by the Administrator of the estate of James W. Clyde, deceased, to Victor Offret; thence South 20 rods; thence East 8 rods; thence North 20 rods; thence East 3 rods; thence South 20 rods; thence East 429.04 feet, more or less, thence South 19°53'44" East 113.00 feet to the beginning of a tangent curve to the left and concave Northeasterly with a radius of 170.00 feet and from which a radial line bears North 70°06'16" East; thence Southeasterly 206.95 feet along the arc of said curve through a Central Angle of 69°45'03" (Chord bears South 54°46'15" East 194.41 feet); thence South 89°38'47" East 281.88 feet; thence North 114.23 feet to the Southwest Corner of the Thomas Watson Property; thence along the Southerly Line of the Thomas Watson Property the following three (3) courses: thence North 89°42'14" East 182.28 feet; thence North 00°17'46" West 34.18 feet; and thence North 89°42'14" East 328.63 feet; and running thence South 574.00 feet to a point on the Northerly Line of the Frandsen's Inc., ET. AL., Property; thence along the Northerly and Westerly Lines of the Frandsen's Inc., ET. AL., Property the following two (2) courses: thence South 89°52'47" West 62.39 feet and South 00°21'15" East 1,185.88 feet to the point of beginning.

TAB 5



9 March 2015

Heber City Council
75 N Main Street
Heber City, UT 84032

To whom it may concern,

We hereby petition the City Council to vacate the land in the attached legal description (see Exhibit 1) from the Red Ledges Phase 1 Subdivision Plat and from the Red Ledges Phase 1P Subdivision Plat. As the undersigned owners of this land we hereby consent to this action.

Please feel free to contact us with any questions or additional information. Thank you for your consideration in this matter.

Sincerely,

Todd R. Cates

VP

Red Ledges Land Development, Inc.

Exhibit 1

LEGAL DESCRIPTIONS

THE BASIS OF BEARING FOR THIS DESCRIPTION IS SOUTH 89°48'50" WEST BETWEEN THE SOUTHEAST CORNER OF SECTION 33 AND THE SOUTH QUARTER CORNER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE NORTH BOUNDARY LINE OF THE OPEN SPACE/GOLF COURSE AS SHOWN ON THE RED LEDGES PHASE 1 AMENDED SUBDIVISION PLAT, RECORDED IN BOOK 972 AT PAGES 637-756 OF THE OFFICIAL RECORDS OF THE WASATCH COUNTY RECORDERS OFFICE, SAID POINT BEING NORTH 89°48'57" EAST, ALONG THE SECTION LINE, 486.03 FEET AND NORTH 425.77 FEET FROM THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 56°12'01" WEST 61.58 FEET; THENCE NORTH 85°07'32" WEST 426.14 FEET; THENCE SOUTH 83°32'55" WEST 97.50 FEET; THENCE NORTH 85°20'28" WEST 337.76 FEET; THENCE NORTH 20°11'10" WEST 4.44 FEET TO A POINT ON THE SAID NORTH BOUNDARY LINE OF THE OPEN SPACE/GOLF COURSE PARCEL; THENCE ALONG SAID NORTH BOUNDARY LINE SOUTH 88°34'43" EAST 911.11 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.38 ACRES OR 16,748 SF MORE OR LESS.

AND

THE BASIS OF BEARING FOR THIS DESCRIPTION IS SOUTH 89°48'50" WEST BETWEEN THE SOUTHEAST CORNER OF SECTION 33 AND THE SOUTH QUARTER CORNER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN.

A PORTION OF THE OPEN SPACE / GOLF COURSE PARCEL D OF THE RED LEDGES PHASE 1P SUBDIVISION AS RECORDED IN BOOK 1100 AT PAGES 869-888 OF THE OFFICIAL RECORDS OF THE WASATCH COUNTY RECORDERS OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SAID RED LEDGES PHASE 1P SUBDIVISION BOUNDARY, SAID POINT BEING SOUTH 89°48'50" WEST ALONG THE SECTION LINE, 336.65 FEET AND NORTH 448.84 FEET FROM THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID PHASE 1P NORTH 88°34'43" WEST 88.17 FEET; THENCE LEAVING SAID BOUNDARY LINE, NORTH 20°11'10" WEST 112.34 FEET TO A POINT ON THE RIGHT OF WAY LINE FOR COPPER BELT DRIVE; THENCE ALONG SAID RIGHT OF WAY, NORTHEASTERLY 115.36 FEET ALONG THE ARC OF A 425.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 62°02'15" EAST 115.01 FEET); THENCE LEAVING SAID RIGHT OF WAY, SOUTHEASTERLY 21.02 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 85°36'06" EAST 19.34 FEET); THENCE SOUTHEASTERLY 13.32 FEET ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 47°22'21" EAST 13.32 FEET) TO A POINT ON THE SAID PHASE 1P BOUNDARY. THENCE ALONG SAID PHASE 1P BOUNDARY, SOUTH 01°25'17" WEST 151.10 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.36 ACRES OR 15,535 SF MORE OR LESS.

ORDINANCE NO. 2015-09

AN ORDINANCE VACATING A PORTION OF THE PHASE 1 AND PHASE 1P RED LEDGES SUBDIVISION PLATS.

BE IT ORDAINED by the Council of Heber City, Utah, that pursuant to Utah State Code, Section 10-9a-609 (3), a portion of the parcels, more particularly described on Exhibit 1 and illustrated on Exhibit 2, are hereby vacated from the Red Ledges Phase 1P Subdivision Plat and the Red Ledges Phase 1 Amended Subdivision Plat.

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

ADOPTED and PASSED by the City Council of Heber City, Utah this _____ day of _____, 2015, by the following vote:

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

APPROVED:

Mayor Alan McDonald

ATTEST:

RECORDER

Date of First Publishing: _____

EXHIBIT 1

Tax ID Numbers: ORX-1POPN-D-033-035
ORX-1OPN-0-033-035

LEGAL DESCRIPTIONS

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BEGINNING AT A POINT ON THE NORTH BOUNDARY LINE OF THE OPEN SPACE/GOLF COURSE AS SHOWN ON THE RED LEDGES PHASE 1 AMENDED SUBDIVISION PLAT, RECORDED IN BOOK 972 AT PAGES 637-756 OF THE OFFICIAL RECORDS OF THE WASATCH COUNTY RECORDERS OFFICE, SAID POINT BEING NORTH 89°48'57" EAST, ALONG THE SECTION LINE, 486.03 FEET AND NORTH 425.77 FEET FROM THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 56°12'01" WEST 61.58 FEET; THENCE NORTH 85°07'32" WEST 426.14 FEET; THENCE SOUTH 83°32'55" WEST 97.50 FEET; THENCE NORTH 85°20'28" WEST 337.76 FEET; THENCE NORTH 20°11'10" WEST 4.44 FEET TO A POINT ON THE SAID NORTH BOUNDARY LINE OF THE OPEN SPACE/GOLF COURSE PARCEL; THENCE ALONG SAID NORTH BOUNDARY LINE SOUTH 88°34'43" EAST 911.11 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.38 ACRES OR 16,748 SF MORE OR LESS.

AND

THE BASIS OF BEARING FOR THIS DESCRIPTION IS SOUTH 89°48'50" WEST BETWEEN THE SOUTHEAST CORNER OF SECTION 33 AND THE SOUTH QUARTER CORNER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN.

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BEGINNING AT THE SOUTHEAST CORNER OF THE SAID RED LEDGES PHASE 1P SUBDIVISION BOUNDARY, SAID POINT BEING SOUTH 89°48'50" WEST ALONG THE SECTION LINE, 336.65 FEET AND NORTH 448.84 FEET FROM THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID PHASE 1P NORTH 88°34'43" WEST 88.17 FEET; THENCE LEAVING SAID BOUNDARY LINE, NORTH 20°11'10" WEST 112.34 FEET TO A POINT ON THE RIGHT OF WAY LINE FOR COPPER BELT DRIVE; THENCE ALONG SAID RIGHT OF WAY, NORTHEASTERLY 115.36 FEET ALONG THE ARC OF A 425.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 62°02'15" EAST 115.01 FEET); THENCE LEAVING SAID RIGHT OF WAY, SOUTHEASTERLY 21.02 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 85°36'06" EAST 19.34 FEET); THENCE SOUTHEASTERLY 13.32 FEET ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 47°22'21" EAST 13.32 FEET) TO A POINT ON THE SAID PHASE 1P BOUNDARY, THENCE ALONG SAID PHASE 1P BOUNDARY, SOUTH 01°25'17" WEST 151.10 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.36 ACRES OR 15,535 SF MORE OR LESS.

TAB 6

HEBER CITY COUNCIL
Meeting date: April 2, 2015
Report by: Anthony L. Kohler

Re: Red Ledges Phase 2H

Red Ledges is proposing Phase 2H, consisting of 17 lots. The lots backup to the future Bypass Road and will have a trail along the western edge of this plat.

Lot 715 and 716 are proposed flag lots with a shared driveway at the end of the proposed cul-de-sac. The code does not prohibit this based on the definition of the width of a building pad in the PC Zone. The city has approved single flag lot configurations in Red Ledges. The current proposal differs from previous approvals in that two adjoining flag lots are being proposed.

Red Ledges has worked with staff to identify an acceptable configuration and access to the lots. Part of the rationale for this configuration is to reduce the road cut into the hill, which would be very visible from Lake Creek Road.

A portion of plats from previous phases, Phase 1 and Phase 1R, will need to be vacated in order to accommodate the proposed Phase 2H. That area is part of the open space and amounts to about 0.76 acres. Red Ledges will still have sufficient open space to meet the 40 percent open space requirement of Section 18.61.090 of the Planned Community Zone. An ordinance is needed to vacate a portion of the plat as per Section 10-9a-609 of Utah State Code.

RECOMMENDATION

On March 12, 2015, The Planning Commission found the proposed Phase 2H as consistent with the Red Ledges Master Plan, the PC Planned Community Zone, Interlocal Agreement, and Master Plan Agreement, conditional upon the following:

1. The flag lots be approved based upon the following criteria:
 - a. The shared driveway is less than 300 feet, and in no case creates a cul-de-sac exceeding the County's 1320 foot limit when including any primary street cul-de-sac upon which the lots front;
 - b. Each lot is at least 25 feet wide along a primary street and includes public utility easements;
 - c. No more than two lots are part of the shared driveway;
 - d. A formal Home Owner's Association maintains the shared driveway;
 - e. An address sign is placed at the major street upon which the shared driveway accesses; and
 - f. Each lot is located within 250 feet of a fire hydrant.
2. Prior to recording the plat, developer shall:
 - a. Provide an updated title report;
 - b. Provide a street name;
 - c. Provide addresses for the lots; and
 - d. Provide a tax clearance from county assessor.

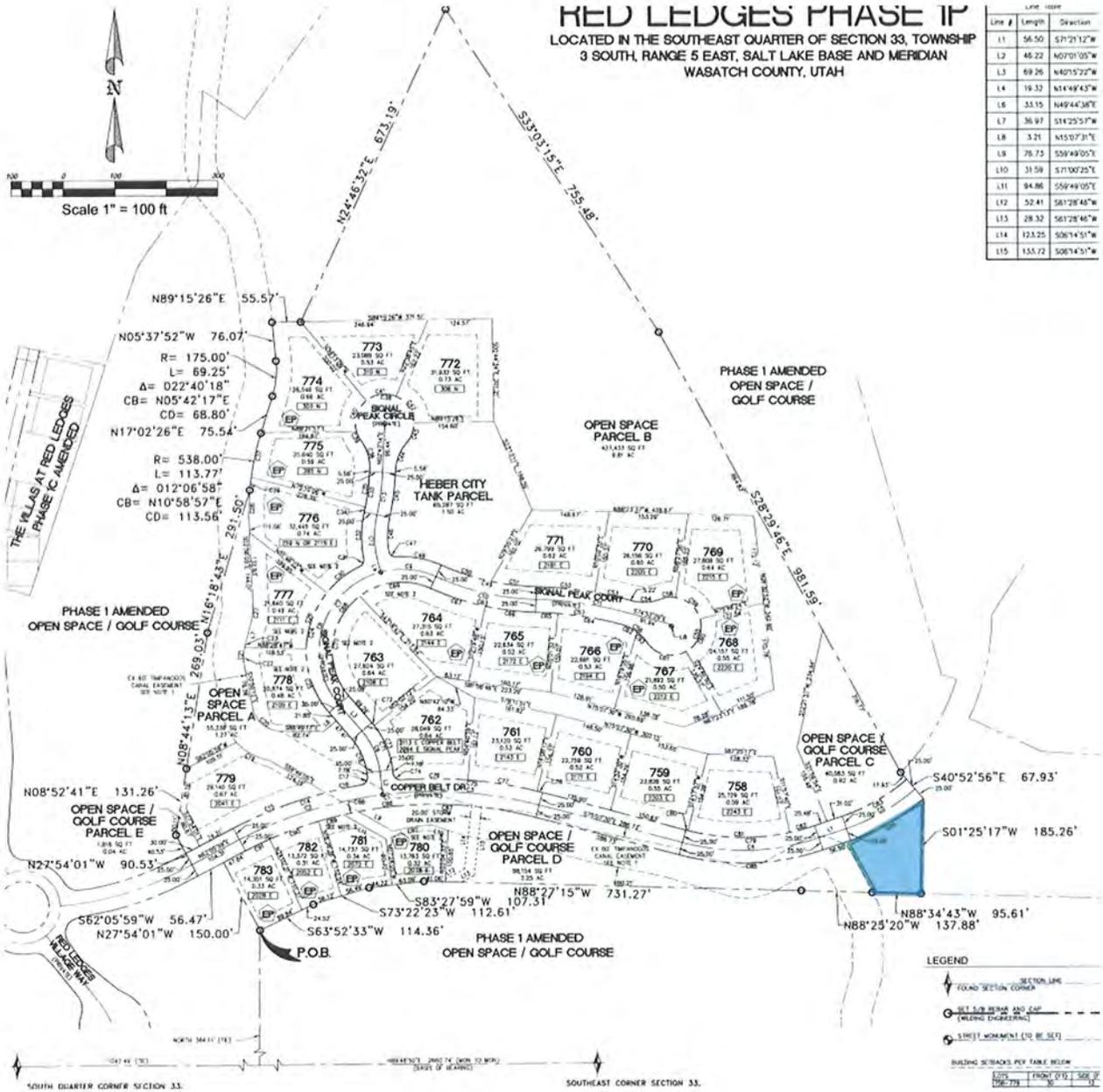
Vicinity Map



IMPACTED OPEN SPACE PHASE 1P

RED LEDGES PHASE 1P
 LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP
 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN
 WASATCH COUNTY, UTAH

Line #	Length	Direction
L1	56.50	S71°21'12"W
L2	45.22	N07°01'05"W
L3	69.26	N40°15'22"W
L4	19.32	N14°49'43"W
L6	33.15	N49°44'38"E
L7	36.97	S14°25'57"W
L8	3.21	N55°07'31"E
L9	76.73	S29°49'05"E
L10	31.58	S71°00'25"E
L11	94.86	S59°48'05"E
L12	52.41	S81°28'48"W
L13	28.32	S61°28'46"W
L14	123.25	S26°14'53"W
L15	133.72	S06°14'53"W



Tab 7

Heber City Council
Meeting date: April 2, 2015
Report by: Anthony L. Kohler

Re: Red Ledges Phase 1 Plat Amendment Combining Lot 168, 169, and 170

The proposed plat amendment combines three lots into 1. Lot 168 already has a dwelling constructed upon it. On March 12, 2015, the Planning Commission found the proposed plat amendment, combining Lot 168, 169, and 170 of Red Ledges Phase 1 as consistent with the requirements of Section 18.61 of Heber City Code, the PC Planned Community Zone, and Section 10-9a-608 of Utah State Code.

Location Map



Tab 8

Heber City Council
Meeting date: April 2, 2015
Report by: Anthony L. Kohler

Re: Red Ledges Phase 1R Plat Amendment Combining Lot 430 and 431

The proposed plat amendment combines three lots into 1. On March 12, 2015, the Planning Commission found the proposed plat amendment, combining Lot 430 and 431 of Red Ledges Phase 1R as consistent with the requirements of Section 18.61 of Heber City Code, the PC Planned Community Zone, and Section 10-9a-608 of Utah State Code.

Location Map



Tab 9

Wasatch County Cooperative Weed Management Area

Memorandum of Understanding

Between

USDA Forest Service
Uinta Wasatch Cache National Forest
Agreement Number 14-MU-11041903-025

Utah Department of Transportation

Division of Wildlife Resources

Division of Utah State Parks

Wasatch County

Heber City Corporation

Twin Creeks Special Service District

Utah Reclamation Mitigation and Conservation Commission

Heber Valley Railroad

Jordanelle Special Service District

Independence

Hide Out

Midway City

Wallsburg

Charleston

Daniel

Bureau of Reclamation

Central Utah Water Conservancy District

USU Extension

Utah Department of Agriculture

This Memorandum of Understanding (MOU) is made and entered into by and between the above listed Federal Agencies, State Agencies, private landowners and associations, and Wasatch County. It is made under the authority of the Cooperative Funds and Deposits Act of December 12, 1975 (PL94-148), the Granger-The Act of April 24, 1950, the Federal Noxious Weed Act of 1974 (PL 93-629), the Utah Noxious Weed Law, Title 4, Chapter 17, the Invasive Species Executive Order of February 3, 1999, and the Watershed Restoration and Enhancement Agreement Authority of FY 1999 and Beyond, Section 323(a.)

Purpose:

The above named agencies and cooperators have noxious weed control responsibilities and interests on adjacent and co-mingled lands in the Wasatch County Weed Management Area through the listed authorities. Each of the parties has access to financial, and/or equipment and, personnel for the management of noxious weeds within their own jurisdiction. Uncontrolled weed populations in one jurisdiction greatly affect the ability of other land managers to control weeds on lands they administer. The Cooperators desire to come together in a formal manner and promote an integrated weed management program throughout the CWMA (Cooperative Weed Management Area) that includes public relations, education and training in the noxious weed arena as well as coordination of weed control efforts and methods, sharing of resources and designing other desirable resource protection measures relative to weed management. This will be accomplished under the general direction of a Board of Directors (Board) who shall designate a Steering Committee to implement activities in accordance with this agreement, scheduled meetings and resulting operating plans. It would also provide a communication forum to keep all parties informed of weed control concerns and activities, and/or other resource protection activities relative to integrated weed management. The Federal Agencies involved have been directed by Sec. 15(3) of the Federal Noxious Weed Act and Watershed Restoration and Enhancement Agreement Authority of FY 1999 and beyond, Section 323 (a) to complete and implement cooperative agreements with State agencies and other partners.

MUTUAL BENEFIT:

This Agreement will provide an efficient means of handling, controlling and communicating about noxious weed management in the geographic area covered by this Agreement. The sharing of knowledge, and in some cases resources, will achieve control of weeds while improving working relationships with the partners and members of the public served by each group.

DEFINITIONS:

Wasatch County CWMA-The Cooperative Weed Management Area is the geographic area generally contained within Wasatch County.

CWMA Board -The Board shall consist of one member appointed by each cooperating entity executing this Agreement, and at least two members that represent the public at large. The at large members shall be appointed by the cooperating entity Board members and shall have a two year term. The Board shall provide oversight and direction for the Steering Committee

Sustaining Partners - Private individuals, organizations or other agencies that have vested interests in the Wasatch County CWMA. These partners, although not signatories of this Agreement, provide significant additional resources to integrated weed management in the Wasatch County CWMA. Partners may serve on the Board or Weed Committee if selected by the Board.

CWMA Steering Committee -The Steering Committee shall consist of five members one of which shall be the County weed supervisor with the remaining four to be appointed by the Board. The four appointed members shall have two year terms. The Committee members should be persons with expertise or interest in integrated noxious weed management. The Steering Committee shall be responsible to and under the supervision of the CWMA Board. The Steering Committee will implement the daily activities of the Annual Operating Plan approved by the Board including planning, organization, fiscal operations, project identification and accomplishments, inventory, monitoring, and reporting.

CWMA Working Committee- A group of individuals to work on specified projects. The Chair of each Working Committee shall be a member of the Steering Committee with members recruited as needed. Each Chair will report to the Steering Committee and Board.

CWMA Treasurer-Wasatch County will act as the CWMA Treasurer and will serve as the fund manager of all funds received. The treasurer shall report to the Board and be subject to audit by an auditing committee appointed by the Board.

Annual Operating Plan - The yearly plan prepared by the Steering Committee and approved by the Board that identifies activities, projects, and responsible parties. The annual operation plan will also contain the financial plan for the year.

Financial Plan - A table identifying projects with estimated costs and sources of funding.

ITEMS OF AGREEMENT:

1. A Board will be established, consisting of a representative from each signing party, and two at-large members. The Board shall provide the Wasatch County Cooperative Weed Management

Area direction and oversight, and monitor the cooperative noxious weed management activities under this Agreement.

2. The Board shall meet at least annually to approve annual operating plans and reports of accomplishment. Until a member approves an Annual Operating Plan in writing, it shall not incur any liability for entering into this Agreement. By signing this agreement the United States does not wave its sovereign immunity.

3. The Board shall establish a Steering Committee and appoint four of the Steering Committee members and oversee the Steering Committee's operations of the Wasatch County CWMA. The Steering Committee will operate by consensus with a commitment to cooperation across jurisdictional boundaries as needed.

4. Each entity on the Board retains discretionary prerogative for areas under their individual authority.

5. The Wasatch County CWMA Steering Committee will:

- a) Develop a Wasatch County CWMA Noxious Weed Strategic Plan.
- b) Develop a Wasatch County CWMA Annual Operating Plan
- c) Render decisions and guide the Wasatch County CWMA activities consistent with this Agreement, the Strategic Plan and the Board Requirements.
- d) Meet as necessary to implement Wasatch County CWMA activities.
- e) Provide an annual written report of project accomplishments to the Board
- f) Be comprised of a Chair, Vice-Chair and Recorder, and general members as determined by this agreement.
- g) Require written approval for CWMA expenditures from two Steering Committee members which will include at least the Chair and/or Vice- Chair.

6. It is recognized that each Cooperator has primary responsibility to its own governing body and lands under its jurisdiction. Cooperators agree to provide resources to each other as resources and legal authorities may permit.

7. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement, contribution of funds, or transfer of anything of value between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate noncompetitive award. Any contract or agreement must fully comply with all applicable requirements for competition.

8. Sustaining Partners for integrated weed management in the Wasatch County CWMA include but are not limited to, any private citizen, other weed committees or CWMA's. These entities have vested interests in the Wasatch County CWMA and provide assistance necessary in integrated noxious weed management.

9. Modification within the scope of this Agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. Cooperators are not obligated to fund any changes not properly approved in advance.

10. Termination; Any party may terminate their own participation in this Agreement in whole, or in part, at any time before the date of expiration. Notice of termination must be in writing and shall be given to the Steering Committee and Board Chair. Party(s) shall not incur any new obligations for the terminated portion of this Agreement after the effective date and the Steering Committee shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination. Any terminating party who has received a windfall of funds or services through this agreement will reimburse the CWMA for the amount of the windfall.

11. Completion Date; This Agreement is executed as of the date of last signature and, unless sooner terminated, is effective through December 31, 2030, at which time it will expire unless renewed.

12. Extended Term; Cooperators, by written modification to this Agreement, may extend the term for subsequent performance periods not to exceed a total duration of 5 years from the execution date of this Agreement, including the subsequent performance periods. Any of the parties herein may terminate their own participation in this Agreement by providing 30 days written notice to the other parties.

13. Any exchange or use of equipment other than when accompanied by a representative of the Cooperator owning this equipment will be documented with existing damages noted in the documentation. The using Cooperator will assume repair responsibilities only for damages caused by negligence and are not responsible for items of normal wear and tear.

14. Injuries to employees who perform work under the terms of this Agreement shall be covered for said injury by the employee's agency and shall not be governed by where the injury occurred.

15. All signing parties will be responsible and accountable for their own funds, equipment and personnel, except as noted above.

16. Additional Parties: Additional government agencies or large private landowners may join the CWMA as signatories or sustaining members upon approval by the Board. An entity desiring to become part of the CWMA shall submit a written request to the Steering Committee which shall

make a recommendation to the CWMA board. If approved by the Board the Steering Committee shall have any necessary documents prepared for execution by the joining entity.

17. Principal Contacts; Principal contacts for each member of this agreement shall be as outlined in Exhibit A which is incorporated herein.

18. Billings and Payment Provisions; Payment, billing arrangements, will be determined from the Annual Program of work and may involve reimbursable or advance payment between the parties to this Agreement as provided in separate agreements.

19. Access to Records; Each Cooperator through any authorized representative, shall have access to and the right to examine all records related to this Agreement. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

20. Freedom of Information Act (FOIA); any information furnished to the Federal Agencies under this Agreement is subject to the Freedom of Information Act (5 U.S.C. 552).

21. Conflict of Interest; All members of the CWMA Board, Steering Committee or Working Committee shall comply with State and Local conflict of interest laws in awarding of contracts and work agreements.

22. Legal Authority; each cooperator executing this MOU affirms that it has the legal authority to enter into this Agreement, and the institutional, managerial and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.

23. Participation in Similar Activities; The Agreement in no way restricts Cooperators from participating in similar activities with other public or private agencies, organization, and individuals.

24. Requirements for Forest Service Participation: In order for the Federal Forest Service to be a party to this agreement, the following provisions must be included and agreed to by all parties.

A. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement each party acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony

criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarment official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If any party fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds expended in violation of sections 433 and 434.

B. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the CWMA to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.

C. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

D. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The CWMA shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

E. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The CWMA shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

F. DEBARMENT AND SUSPENSION. Each party shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should any party or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, and then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

IN WITNESS THEREOF, The parties hereto have executed this Agreement for noxious weed management in the Wasatch County Cooperative Weed Management Area.

<u>Cooperators</u>	<u>Signatures</u>	<u>Date</u>
Uinta Wasatch, Cache N. F.	_____	_____
Utah Department of Transportation	_____	_____
Division of Wildlife Resources	_____	_____
Division of Utah State Parks	_____	_____
Wasatch County	_____	_____
Heber City Corporation	_____	_____
Twin Creeks Special Service District	_____	_____
URMCC	_____	_____
Heber Valley Railroad	_____	_____
Jordanelle Special Service District	_____	_____
Independence	_____	_____
Hide Out	_____	_____
Midway City	_____	_____
Daniel	_____	_____
Charleston	_____	_____
Wallsburg	_____	_____
Bureau of Reclamation	_____	_____
Central Utah Water Conservancy District	_____	_____
Utah Department of Agriculture	_____	_____
USU Extension	_____	_____

Applicant

County

By: _____

Wasatch County Weed Supervisor

Title: _____

(Signature must be notarized)

APPLICANT NOTORIZATION

State of _____)

: ss

County of _____)

On this _____ day of _____, 20____, personally appeared before me
_____ [*name of person(s)*], whose identity is personally known
to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to this instrument, and acknowledged the he/she/they executed the same.

The authority and format of this agreement has been reviewed and approved for signature.

Debbie Lynch
U.S. Forest Service Grants & Agreements Specialist

Date

CONTACT INFORMATION

Uinta-Wasatch-Cache N.F.

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Cooperator Administrative Contact

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DEPARTMENT OF TRANSPORTATION

Cooperator Program Contact

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FAX:
Email:

Cooperator Administrative Contact

Name:
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Telephone:
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DIVISION OF WILDLIFE RESOURCES

Cooperator Program Contact

Name:
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Cooperator Administrative Contact

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DIVISION OF UTAH STATE PARKS

Cooperator Program Contact

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Address:
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Telephone:
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Cooperator Administrative Contact

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WASATCH COUNTY

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HEBER CITY CORPORATION

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TWIN CREEKS SPECIAL SERVICE DISTRICT

Cooperator Program Contact
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UTAH RECLAMATION MITIGATION COMMISSION

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JORDANELLE SPECIAL SERVICE DISTRICT

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HIDE OUT

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WALLSBURG

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BUREAU OF RECLAMATION

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CENTRAL UTAH WATER CONSERVANCY DISTRICT

Cooperator Program Contact

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Cooperator Administrative Contact

Name:
Address:
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USU EXTENSION

Cooperator Program Contact

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UTAH DEPARTMENT OF AGRICULTURE

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