

WORK MEETING

Memo

To: Mayor and City Council
From: Mark K. Anderson
Date: 10/08/2015
Re: City Council Agenda Items for October 15, 2015

WORK MEETING

Item 1 – Discuss Red Ledges Water Line Easement: I have had a couple of conversations with Todd Cates this week regarding the needed easement for the water line. I expect that Red Ledges will be making a written proposal for Council consideration. Todd was out of town when I spoke to him this morning and I expect to have their proposal on Tuesday.

In the meantime, Bart Mumford is evaluating what water pressure Stone Creek will have if they were to tie into existing water lines on 1300 East and 1050 East as an interim solution.

Item 2 – Discuss Resolution 2015-15, a Resolution Allowing Potential Incentives the City May Offer to Encourage Development of Hotels: At the last City Council meeting the Council reviewed proposed conditions and potential incentives that the City might adopt to encourage persons to locate hotels in Heber City. The Council asked that the conditions and incentives be incorporated into a Resolution for Council review and consideration. (See enclosed Resolution)

Item 3 – Review Proposed Five-Year Capital Improvement Plan for the Heber City Airport/Russ McDonald Field: At the last City Council meeting, the Council asked that additional information be obtained from the FAA regarding the potential purchase of land in the Runway Protection Zone (RPZ) where a gas station is being proposed. Enclosed is the response from Kristin Brownson, FAA Utah State Engineer, to the Council's question regarding the need to acquire the land if the City did not go to a CII airport and whether or not an enhanced easement would be acceptable. As noted in the response, the FAA would prefer that the land be acquired in fee title regardless of whether or not the City adopts a C-II Airport.

Enclosed in the packet are the following additional documents:

- Proposed site plan for the gas station with the avigation easements overlaid on the property
- Copy of the avigation easement for Parcel 7 executed in 1992
- Copy of the avigation easement for Parcel 46A executed in September 2002
- Slightly modified Airport Development Plan (ADP)

In speaking with the FAA, they are of the opinion that the easement for parcel 7 is not restrictive enough to prohibit the location of a gas station on this property. The easement for parcel 46A is more restrictive and does prohibit the storage of fuel and the construction of places of public assembly. The enclosed site plan would likely only require minor modification to be in compliance with avigation easement restrictions.

In assessing whether or not the City could front the cost of land acquisition for several months, I believe adequate funds could be made available because the planning/construction of the public works facility is not yet underway. Once again, approval of the ADP does not obligate the City to go to a C-II Airport. Because of the magnitude of the cost, the FAA needs to plan the allocation of funds for large projects beyond the typical 5 year period. Staff is looking for Council direction on any changes they would like to submit for consideration by the FAA.

Item 4 – Discuss Leasing of an Excavator: Stephen Tozier, Public Works Director, is requesting that funds previously budgeted for the lease of 2 backhoes be used to lease 3 backhoes and a 135G Excavator (Track hoe). The City budgeted \$32,000 to this annual lease for 2 backhoes. The request can be accommodated within the existing budget as the backhoes would have less hours and less features than previous leases. The annual lease for the excavator would be \$25,776.31 and the lease for the three backhoes would be less than \$1,000 per machine. The intent would be to enter into an agreement to lease the machine for five years and at the end of the lease determine if the City should purchase the machine at a below market rate around \$75,000 - \$85,000. (See enclosed estimate from Honnen Equipment) Even though the intent is to lease the same machine for five years, the City can cancel the lease at any time if they need to. I support the request, but wanted the Council to be aware of the proposed change in what would be leased.

Item 5 – Review Agreement with Sun Star, LLC regarding water connections from the Lindsay Hill Water Tank: In 1999, Heber City purchased land on Lindsay Hill for a water tank site from Sun Star, LC. As part of the agreement, the City agreed to make available up to four residential water connections with the seller being required to pay appropriate impact fees and monthly user fees. (See paragraph 3 of the enclosed agreement) The agreement is silent regarding who is required to provide water rights for the lots that would be developed near the tank. Sun Star/Carl Warren and Kris Pollock are now wanting to pursue the development of a three lot subdivision. In discussing this with Carl Warren, Sun Star did not expect to provide water rights for the connections, but is agreeable to providing the water rights for outdoor usage if the City will provide the water rights for indoor usage for three

lots. The City currently requires .58 acre feet of water right per ERU for indoor residential use. This would equate to 1.74 acre feet of water.

In discussing this matter with staff, we feel this is a reasonable compromise to resolve this issue. We do have concern that the State Engineer will not allow the use of a booster pump to increase pressures to acceptable levels, as the lots are at the same elevation of the water tank. It would be best if the lots were served by Twin Creeks, but the impact fees and water right requirements are significantly higher than those imposed by Heber City. Staff is seeking approval to draft an agreement as outlined above which would include the right to move the water right to Twin Creeks if Sun Star wanted to choose that route.

Item 6 – Revisit the Striping of 1200 East from Center Street to 1200 South:

Councilmember Potter requested that the striping of 1200 East be discussed again. (See enclosed email)

Item 7 – Identify Persons to Represent the City in the Proposed Amendment of the

Fixed Base Operator (FBO) Lease: With the completion on the airport apron expansion project, the City needs to initiate discussions with OK3-AIR regarding potential amendments to the Fixed Base Operator (FBO) lease agreement. The Council should discuss who they want to represent the City in these negotiations.

TAB 1

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

TAB 2

HEBER CITY RESOLUTION 2015-15

RESOLUTION OF CONDITIONS AND INCENTIVES TO ATTRACT INITIAL HOTELS TO THE CITY

WHEREAS, pursuant to the desires of the Heber City Council to attract reputable hotels to Heber City, and

WHEREAS, the Council desires such an establishment to have a certain high level of standard in its quality, amenities, organization and atmosphere, the following conditions and incentives are intended to be memorialized by resolution, and

WHEREAS, inasmuch as the Council believes the City may be underserved by hotels in the City and as a body is desirous to offer incentives to attract hotels, staff has recommended that such incentives be limited to a specific period of time or to a certain number of hotels, and

WHEREAS, such a recommendation takes into consideration that the City has limited surplus water rights, and that attracting too many hotels may create a financially challenging environment if there is too much competition for limited customers, and

WHEREAS, in identifying such incentives, in conversation with interested parties, the incentives that appear most critical are those that defer upfront costs as such a hotel may take a few years to become profitable, and

WHEREAS, additionally, in the event such incentives and conditions are considered for a specific project, City Staff and the Council should determine how the market rate of water rights will be determined. As of the time of adoption of this Resolution, the City Council has considered a discounted rate for water rights at approximately \$6,000 per acre foot. The method to establish the market value of the water rights will be to gather data from recent water share sales from Wasatch and Timpanogos Irrigation companies, and use the same to calculate an average market rate.

NOW, THEREFORE, it is hereby resolved by the City Council of Heber City, Wasatch County, Utah, that Heber City hereby adopts the following conditions and incentives as suggested policy when considering attracting of, and approval for a hotel. Such incentivized policy shall be limited in duration to the next twenty four (24) months, or the establishment of two hotels, whichever comes first, following adoption of this Resolution.

The specific, **suggested conditions** required for consideration hereto, are as follows:

- That the hotel have 60 or more rooms
- That the hotel have a hotel rating of three or more stars,
- That the hotel contain 1,000 square feet or more of conference/meeting space
- That 90% of the rooms not be offered for stays beyond 30 days
- That an economic/financial analysis of the fiscal impact the hotel would have on

the City be provided to show that the benefits the City will receive are equal to, or greater than any incentive offered. (This shall be prepared at the expense of the hotel by an independent third party)

Here listed are some specific, suggested incentives to be considered. The Council does not adopt such incentives by ordinance, nor intend to bind itself or any future City legislative body to these incentives, but so memorializes the following as a temporary suggested policy, for a limited duration to help identify incentives to assist in the consideration process.

The specific **suggested incentives** are as follows:

- Offering water rights at a discounted rate if paid in full up front, prior to occupancy
- Offering water rights at a market rate if payment for said shares is extended beyond occupancy (not to exceed 3 years)
- Offering to rebate the 1% Transient Room Tax (TRT) for sales in excess of \$1,000,000 for a period not to exceed 5 years

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 M. Bradshaw	_____	_____
Council Member Erik Rowland	_____	_____
Council Member Heidi Franco	_____	_____
Council Member Kelleen L. Potter	_____	_____

APPROVED:

Mayor Alan McDonald

ATTEST:

RECORDER

TAB 3

Mark Anderson

From: Kristin.Brownson@faa.gov
Sent: Tuesday, October 06, 2015 1:59 PM
To: manderson@ci.heber.ut.us
Subject: RE: Attached Image

Mark,

Thank you for the phone call yesterday. I wanted to get back to you with answers to your questions.

The FAA is not interested in purchasing more easements for the north-east RPZ land (the area Maverik is interested in). We would like to purchase this fee-simple only.

This land is necessary for the airport to control whether the airport stays at B-II or chooses to upgrade to C-II.

Thank you,
Kristin

Parcel 7

PAGE (L) INDEX () ABSTRACT (L) PLAT () CHECK ()

ENTRY NO. 161937 DATE 8-25-92 TIME 11:25 FEE 11.00
RECORDED FOR 1ST AMERICAN BOOK 246 PAGE 276-280
RECORDER JOE DEAN HUBER BY: SHIRLEY B. REAZARD

2811-0
AVIGATION EASEMENT

This Avigation Easement is made and granted this 31ST day of MARCH, 1992, between et al and Kent Rowley as Grantors and Heber City, a municipal corporation, as Grantee.

WHEREAS, Grantors are the fee simple owners of the following described real property located in Wasatch County, Utah (hereinafter referred to as "Grantors' Property") which is located near the Heber City Airport (hereinafter referred to as "the Airport") and is subject to current municipal zoning restrictions which prohibit the using of Grantors' Property in certain ways which would adversely impact Airport operation; and

WHEREAS, Grantee is the owner of the Airport located in Wasatch County, Utah and desires to formalize an easement on and over Grantors' Property to protect the Northeast Runway Protection Zone (hereinafter referred to as the "Runway Protection Zone") of the Airport for the purpose of ensuring that the Runway Protection Zone shall remain free and clear of all structures, objects, or other conditions which might constitute an obstruction or hazard to the flight of aircraft in landing, taking off, or operating at or near the Airport and which might impair the health, safety or welfare of airplane passengers and the residents of Wasatch County, Utah; and

WHEREAS, the Runway Protection Zone as established by the Grantee for the Airport is more fully described as follows:

Northeast Runway Protection Zone

The Northeast Runway Protection Zone approach area is an area trapezoidal in form located at the Northeast end of said Northeast-Southwest (21) Runway, which Runway Protection Zone broadens from a width of 1,000 feet at the end of the strip to a width of 4,000 feet at a distance of 7,500 feet from the end of such strip, its center line being a continuation of the center line of the strip, as shown on the attached Exhibit "A".

The Avigation Easement commences at an elevation of 5632.9 feet above sea level (Mean Sea Level or MSL) which is approximately 34.66 feet above the ground level of Grantors' Property on the West end and 50.00 feet above the ground level of Grantors' property on the East.

WITNESSETH, that Grantors hereby grant and convey to Grantee, its successors and assigns, for the sum of \$1,000.00, the receipt and sufficiency of which is hereby acknowledged, a perpetual and assignable easement hereinafter referred to as the "Avigation Easement" in and over the following described real property located in Wasatch County, Utah, to-wit:

GRANTORS' PROPERTY

Beginning at a point which is S 0°05'13" E 1134.89 feet parallel to the East Section line and S 89°12'20" W 328.75 feet parallel to the North Section line and described from the Brass Cap Section Corner set in 1976 for the Northeast Corner of Section 7, Township 4 South, Range 5 East, Salt Lake Meridian; thence N 88°17'20" W 529.14 feet; thence N 43°58'22" E 305.54 feet; thence N 89°12'20" E 115.41 feet parallel to the North line of said Section 7; thence S 40°19'00" E 311.21 feet to the point of beginning. Contains 1.6914 acres, more or less. Basis of bearings is the assumption that the East line of the Northeast Quarter of said Section 7 bears S 0°05'13" E.

To have and to hold said easement and all rights appertaining thereto unto the Grantee, its successors and assigns, until said the Airport shall be abandoned and shall cease to be used for Airport purposes.

It is understood and agreed between the Grantors and Grantee that the covenants and agreements contained in this Avigation Easement shall run with the land and shall be binding upon the heirs, administrators, executors, successors and assigns of the Grantors.

Grantors expressly agrees for themselves, their successors and assigns as follows:

1. Grantors agree that they, their successors and assigns shall not hereafter erect or permit the erection or growth of, any structure, tree, objects of natural growth or other object on the Grantors' Property which would interfere with landing, taking off, or operating aircrafts within the Avigation Easement established at the Airport, or would otherwise constitute an Airport hazard.

2. Grantors expressly agree for themselves, their successors and assigns, that the Avigation Easement and rights hereby granted to the Grantee in and over that portion of Grantors' Property which lies within, or partially within, or adjacent to the Runway Protection Zone are for the purpose of ensuring that the Runway Protection Zone shall remain free and clear of any structure, tree, objects of natural growth or other object which is or would constitute an obstruction or hazard to the flight of aircraft in landing, taking off or operating at or near the Airport and that these rights shall include, but shall not be limited to the following:

A. Grantee, its successors and assigns shall have the continuing and perpetual right on Grantors' Property to trim or to cut to ground level and remove, trees, bushes, shrubs or

any other objects of natural growth extending into, or which in the future could infringe upon or extend into or above the Avigation Easement.

B. Grantee, its successors and assigns shall have the right to remove, upon written notification those portions of buildings, other structures infringing upon or extending into the Avigation Easement, together with the right to prohibit future erection of buildings or other structures which would infringe upon or extend into said Avigation Easement.

C. Grantee, its successors and assigns shall have the use and benefit of the public, the right of flight for the passage of aircraft in the airspace over, above and within the Avigation Easement as described herein, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in air, using said airspace or landing at, taking off from, or operating at or near the Airport.

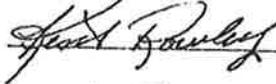
D. Grantee, its successors and assigns shall have the right to restrict or prohibit radio or electromagnetic interference, unreasonable or objectionable smoke, fumes or vapor or lights, lighted signs and other lighted objects which might interfere or obstruct the Airport flight operations.

E. Grantee, its successors and assigns shall have the right to prohibit the use of Grantors' Property in such a manner as to create electrical interference with radio communications between any installation upon said Airport and aircraft, or as to make it difficult for pilots of aircrafts to distinguish between Airport lights and others, or as to impair visibility in the vicinity of the Airport or as otherwise to endanger the landing, taking off or operating of the aircraft at or near the Airport.

3. Grantee, its successors and assigns shall have the right of inspection of Grantors' property by ingress to and egress from, and passage over Grantors' Property during reasonable business hours for the purposes of ensuring that Grantee receives the benefits of this Avigation Easement.

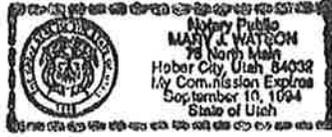
IN WITNESS WHEREOF, Grantors have set their hand this 31ST day of MARCH, 1992.

GRANTORS:





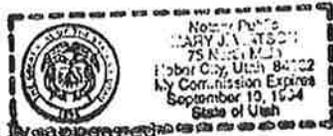
STATE OF UTAH)
) : ss.
COUNTY OF SALT LAKE)



On the 31 day of March, 1992, personally appeared before me Clye Rowley, the signer of the above Easement and acknowledged to me that he executed the same.

Mary J. Watson
Notary Public
Residing at: 75 N. Main Heber

STATE OF UTAH)
) : ss.
COUNTY OF)



On the 31 day of March, 1992, personally appeared before me Kent Rowley, the signer of the above Easement and acknowledged to me that he executed the same.

Mary J. Watson
Notary Public
Residing at: 75 N. Main Heber

Parcel 46a

AVIGATION, HAZARD & RPZ EASEMENT

WHEREAS, Mountain Valley Log Homes, hereinafter called the Grantor, is the owner in fee of that certain parcel of land situated in Section 7, Township 4 South, Range 5 East, Salt Lake Base and Meridian in the County of Wasatch, State of Utah, more particularly described as follows:

Beginning at a point which is S00°05'13"E 880.44' parallel to the East Section line and S89°12'20"W 645.04' parallel to the North Section line and described from the Brass Cap Section Corner set in 1976 for the Northeast Corner of Section 7, Township 4 South, Range 5 East, Salt Lake Base and Meridian; thence S43°58'22"W 305.54'; thence S88°17'20"W 121.90'; thence N49°33'18"E 343.01'; thence N89°12'20"E 72.96' to the point of Beginning.

Basis of Bearings: East line of said Section 7 bears S00°05'13"E.

The described parcel containing 0.482 acres, more or less hereinafter called "Grantor's Property" and outlined on the attached drawing. (Parcel 46A)

NOW, THEREFORE, in consideration of the sum of Five Hundred 00/100 dollars (\$500.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor, for itself, its heirs, administrators, executors, successors and assigns, does hereby grant, bargain, sell, and convey unto the Heber City Corporation hereinafter called the Grantee, its successors and assigns, for the use and benefit of the public, as easement and right-of-way, appurtenant to the Heber Valley Airport/Russ McDonald Field for the unobstructed use and passage of all types of aircraft:

Ent 249050 Bk 0578 Pg 0678-0682
ELIZABETH PARCELL, Recorder
WASATCH COUNTY CORPORATION
2002 SEP 26 10:58am Fee No Fee MWC
FOR HEBER CITY

In and through the air space above Grantor's property above an Approach Surface rising and extending in a generally Northeasterly direction and rising at a slope of 20:1 from the Airport over Grantor's property, said Approach Surface having the bottom elevations shown below, and extending to an infinite height above said Approach Surface.

Point A - 5,658.48 MSL; ± 25.58' AGL

Point B - 5,678.42 MSL; ± 45.52' AGL

Said easement shall be appurtenant to and for the benefit of the real property now known as Heber Valley Airport/Russ McDonald Field including any additions thereto wherever located, thereafter made by the Heber Valley Airport/Russ McDonald Field or its successors and assigns, guests, and invites, including any and all persons, firms, or corporations operating aircraft to or from the airport.

Said easement and burden, together with all things which may be alleged to be incident to or resulting from the use and enjoyment of said easement, including, but not limited to the right to cause in all air space above or in the vicinity of the surface of Grantor's property such noise, vibrations, fumes, deposits of dust or other particulate matter, fuel particles (which are incidental to the normal operation of said aircraft), fear, interference with sleep and communication and any and all other effects that may be alleged to be incident to or caused by the operation of aircraft over or in the vicinity of Grantor's property or in landing at or taking off from, or operating at or on said Heber Valley Airport/Russ McDonald Field, and Grantor does hereby fully waive, remise, and release any right or cause of action which it may now have or which it may have in the future against Grantee, its successor and assigns, due to such noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating at or on said Heber Valley Airport/Russ McDonald Field.

E 249050 B 0578 P 0679

As used herein, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or thereafter manufactured and developed, to include, but not limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters and all types of aircraft or vehicles now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whomsoever owned or operated.

The easement and right-of-way hereby granted includes the continuing right in the Grantee to prevent the erection or growth upon Grantor's property of any building, structure, tree, or other object, which would penetrate the air space previously described and to remove from said air space, or at the sole option of the Grantee, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree or other objects now upon, or which in the future may be upon Grantor's property, together with the right of ingress to, egress from, and passage over Grantor's property for the above purpose.

Said Easement shall also act to prohibit incompatible land uses within the RPZ. Incompatible land uses include residences and places of public assembly (churches, schools, hospitals, office buildings, shopping centers, and other uses with similar concentrations of persons). Fuel storage facilities are also prohibited.

TO HAVE AND TO HOLD said easement and right-of-way, and all rights appertaining thereto unto the Grantee, its successors and assigns, until said Heber Valley Airport/Russ McDonald Field shall be abandoned and shall cease to be used for public airport purposes.

AND for the consideration hereinabove set forth, the Grantor, for itself, its heirs, administrators, executors, successors, and assigns, does hereby agree that for and during the life of said easement and right-of-way, it will not hereafter erect, park, permit the erection or growth of, or permit or suffer to remain upon Grantor's property, any building, structure, tree or other object extending into the aforesaid prohibited air space, and that they shall not hereafter use or permit or suffer the use of Grantor's property in such a manner as to create electrical interference with

E 249050 B 0578 P 0680

radio communication between any installation upon said airport and aircraft, or as to make it difficult for flyers to distinguish between airport lights and other, or to permit any use of the Grantor's property that causes a discharge of fumes, dust or smoke so as to impair visibility in the vicinity of the airport or as otherwise to endanger the landing, taking off or maneuvering of aircraft. Grantor furthermore waives all damages and claims for damages caused or alleged to be caused by or incidental to such activities.

It being understood and agreed that aforesaid covenants and agreements shall run with the land and shall be forever binding upon the heirs, administrators, executors, successors, and assigns of the Grantor.

IN WITNESS WHEREOF the Grantor has hereunto set its hand this 26th day of SEPTEMBER, 2002.



PRESIDENT

Signed, sealed and delivered in the presence of:

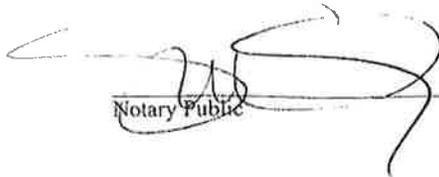
STATE OF UTAH)
)SS
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 26 day of September 2002 by G. Olsen

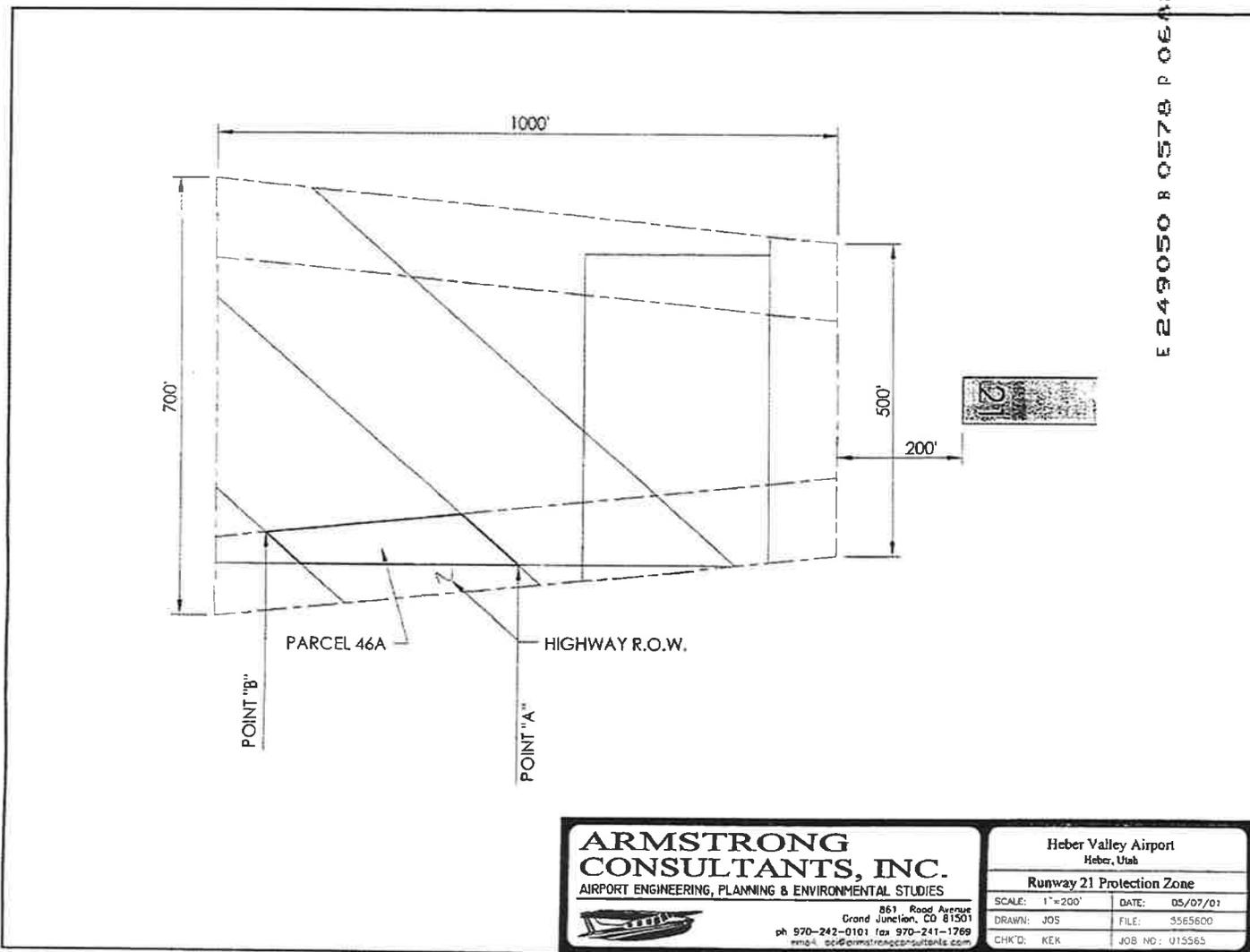
WITNESS my hand and official seal.

My Commission expires: 10/21/02

E 249050 B 0578 P 0681



Notary Public



E 249050 R 0578 P 06A2

ARMSTRONG CONSULTANTS, INC. AIRPORT ENGINEERING, PLANNING & ENVIRONMENTAL STUDIES <small>861 Road Avenue Grand Junction, CO 81501 ph 970-242-0101 fax 970-241-1769 email: ec@armstrongconsultants.com</small>		Heber Valley Airport Heber, Utah Runway 21 Protection Zone	
SCALE: 1"=200'	DATE: 05/07/01	DRAWN: JOS	FILE: 3565600
CHK'D: KER	JOB NO: 015565		

Utah Division of Aeronautics
Airport Development Plan Project List

Airport:	Heber City Muni/Russ McDonald Field	Airport Sponsor:	Heber City	Present ARC:	B II	Future ARC:	B II	
Sponsor Contact:	Mark Anderson	Tele. Ph #	435-654-0757	E-mail:	manderson@ci.heber.ut.us	Date Submitted:	10/9/2015	
Consultant Contact:	Armstrong Consultants Inc.	Tele. Ph #	970-242-0101	E-mail:	ryan@armstrongconsultants.com	Based Aircraft	94	
Project Description & Cost Estimate								
Proposed Calendar Year to Begin Project	Project Description	Project Identification in ALP/MP	Project Location on ALP	Sponsor Priority Number	Estimated Total Cost of Project	Cost Allocation \$		
						Federal Participation	State Participation	Sponsor Participation
Federally Funded Projects						90.63%	4.685%	4.685%
2016	Master Plan Update	MP	ALP		\$ 300,000	\$ 271,890	\$ 14,055	\$ 14,055
2016	Land Acquisition				\$ 1,500,000	\$ 1,359,450	\$ 70,275	\$ 70,275
2017	Apron/Expansion Reimbursement	MP	ALP		\$ 200,000	\$ 181,260	\$ 9,370	\$ 9,370
2018	Repay					\$ -	\$ -	\$ -
2019	EA for Airport Reference Code (ARC) upgrade				\$ 165,508	\$ 150,000	\$ 7,754	\$ 7,754
2020	Bank					\$ -	\$ -	\$ -
2021	C-II Runway 03/21 Upgrade Phase I				\$ 10,261,503	\$ 9,000,000	\$ 480,751	\$ 480,751
2022	C-II Runway 03/21 Upgrade Phase II				\$ 10,095,995	\$ 9,150,000	\$ 472,997	\$ 472,997
2023	III				\$ 6,785,833	\$ 6,150,000	\$ 317,916	\$ 317,916
Participation Totals					\$ 29,008,839	\$ 25,990,711	\$ 1,359,064	\$ 1,359,064
State Funded Projects							90.00%	10.00%
2018	Pavement Preservation				\$ 200,000		\$ 180,000	\$ 20,000
							\$ -	\$ -
Participation Totals					\$ 200,000		\$ 180,000	\$ 20,000
Note: Attach additional sheets as necessary to fully describe projects or to add information needed for a full understanding of project scope, location and costs.								

TAB 4

****Estimate prepared for: Heber City**



Territory Manager: Mike Mondale
 Location: SLC
 Quote Date: 9/1/2015

Make	Model	Year	Serial Number	Current Hours
John Deere	135G	2015	Factory Order	0

LEASE	Cash Selling Price:	\$186,789.00
	Amount Financed:	\$187,139.00

Term (Years)	Annual Payment	Residual	Hours Per Year
1	\$64,470.57	FMV	1000
2	\$36,366.22	FMV	1000
3	\$31,393.06	FMV	1000
4	\$28,345.96	FMV	1000
5	\$25,776.31	FMV	1000

*1st payment and Security deposit are required in advance

*Property & Sales tax NOT included

*all estimates are subject to credit approval

Quote prepared by: Shannon Miller

September, 15, 2015

Mr. Stephan B Tozier
Heber City Corporation
749 West 300 South
Heber, UT 84032

Dear Stephan:

We are pleased to quote the following for your consideration:

(1) John Deere 135G Excavator, new 2015 model, S/N Factory Order.

The following factory and dealer options are included:

- * JDLink Ultimate Cellular for the Americas,
- * 500 mm (20 In.) Rubber Crawler Pads w/ 2490 mm Backfill Blade,
- * One Piece Boom with Arm Cylinder and Plumbing,
- * 2.52 M (8 ft. 3 in.) Arm with Bucket Cylinder and Linkage,
- * Coupler JRB Power Latch
- * 24" HD Bucket with Pins
- * 36" HD Bucket with Pins
- * Hydraulic Progressive Link Thumb
- * HKX Hydraulic Combo Kit

* Warranty: 12 month factory warranty prorated from inservice date (if applicable). Plus 36 month or 2500 hour power train and hydraulic

Cash Sale Price: \$186,789.28
Price Complete, Delivered: \$186,789.28

Optional: 60" ditch cleaning bucket \$4100.00

We believe the equipment as quoted will exceed your expectations. On behalf of Honnen Equipment Co., thank you for the opportunity to quote John Deere machinery.

Sincerely,



Mike Mondale
Territory Manager

This proposal subject to the following conditions:

- 1) Current pricing and availability at the time of order.
- 2) Specific quoted units subject to availability.
- 3) All financing rates are subject to credit approval by lender.

August 7, 2015

Mr. Stephan B Tozier
Heber City Corporation
749 West 300 South
Heber, UT 84032

We are pleased to quote the following for your consideration:

(1) John Deere 310SL Backhoe Loader, new 2015 model, S/N Factory Order.

The following factory and dealer options are included:

- * John Deere PowerTech PWL 4.5L Engine Meets Final Tier 4 Emissions with 99 Hp.,
 - * JDLINK Ultimate Cellular for the Americas, excluding Costa Rica,
 - * English Decals with English Operator and Safety Manuals,
 - * Mechanical Front Wheel Drive with Limited Slip Differential and 5F/3R Powershift Transmission,
 - * Galaxy 19.5L - 24 in. 12 PR Rear 12.5/80-18 10PR Front,
 - * Cab,
 - * Dual Batteries, 300 Minute Reserve Capacity (1900 CCA),
 - * Extendible Dipperstick,
 - * Auxiliary Hydraulic with One Way Flow (Hammer),
 - * Pilot Controls, Two Lever, with Pattern Selection,
 - * 24 Wide, Heavy-Duty, 7.5 Cu. Ft. Capacity Bucket,
 - * New Series Multi-Brand Quick Coupler,
 - * Two-Function Loader Hydraulics, Single Lever,
 - * 1250 Lb. (567 kg) Front Counterweight,
 - * 1.3 Cu. Yd. 92 in. wide Heavy Duty Long Lip Bucket with Bolt on Cutting Edge and Skid Plates,
 - * Full MFWD Driveshaft Guard,
 - * 110 Volt Engine Coolant Heater (1000 Watts),
 - * Ride Control,
 - * Exterior Rear View Mirrors (2),
 - * Sun Visor,
 - * Radio, Basic Package,
 - * Front View Mirror,
 - * Left Side Console Storage with Cup Holders,
 - * Seat, Cloth Air-Suspension,
 - * Diagnostic Oil Sampling Ports,
 - * Heavy-Duty Backhoe Bucket Cylinder,
 - * Accu-Swing Kit for Backhoe,
 - * Beacon/Strobe Ready Wiring Kit,
 - * Slow Moving Vehicle Emblem,
- * Warranty: 12 month factory warranty Plus 24 Month 1000 Hour Power Train and Hydraulics

Governmental

State Purchase contract # PD2237, 1 year 300 hour lease \$891.10 per year plus \$20 per over 300 hour

Cash Sale Price: \$79,995
Price Complete, Delivered: \$79,995

We believe the equipment as quoted will exceed your expectations. On behalf of Honnen Equipment Co., thank you for the opportunity to quote John Deere machinery.

Sincerely,

A handwritten signature in cursive script that reads "Mike Mondale".

Mike Mondale
Territory Manager

This proposal subject to the following conditions:

- 1) Current pricing and availability at the time of order.
- 2) Specific quoted units subject to availability.
- 3) All financing rates are subject to credit approval by lender.

TAB 5

REAL ESTATE CONTRACT

This agreement, made the 2ND day of Feb, 1999, between Heber City as Buyer and Sun Star, L.C. and Kris Orrin Pollock and Christine Pollock, husband and wife, as Sellers,

WITNESSETH:

That the parties to this agreement, in consideration of the payments and consideration as hereinafter stated, stipulate and agree as follows:

1. Sellers agree to sell and convey to Heber City, and Heber City agrees to purchase

(a) the following described parcel situated in Wasatch County:

BEGINNING at a point which is 39.29 feet North and 1347.88 feet East from the Northwest corner of Section 3, Township 4 South, Range 5 East, Salt Lake Base and Meridian; thence South 0 degrees 04 minutes 56 seconds East 185.11 feet; thence East 148.12 feet; thence North 31 degrees 35 minutes 15 seconds East 113.96 feet; thence North 0 degrees 04 minutes 56 seconds West 161.41 feet; thence Westerly 81.82 feet along the arc of a 810.27 foot radius curve to the left (chord bears South 72 degrees 22 minutes 33 seconds West 81.78 feet); thence South 69 degrees 28 minutes 59 seconds West 138.70 feet to the point of beginning.

(b) the following described pipeline easement:

A perpetual easement, upon part of an entire tract of property situate in the South half of the Southwest quarter of Section 34, Township 3 South, Range 5 East, Salt Lake Base and Meridian and the North half of the Northwest quarter of Section 3, Township 4 South, Range 5 East, Salt Lake Base and Meridian in Wasatch County, Utah for the purpose to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes and other water transmission and distribution facilities. The boundaries of said part of an entire tract are described as follows:

BEGINNING at a point which is 241.70 feet North and 1327.59 feet East from the Northwest corner of said Section 3; thence

South 0 degrees 04 minutes 56 seconds East 252.44 feet; thence North 89 degrees 55 minutes 04 seconds East 20.00 feet; thence North 0 degrees 04 minutes 56 West 259.89 feet; thence South 69 degrees 28 minutes 59 seconds West 21.34 feet to the point of beginning.

The above of an entire tract contains 5,123 square feet in area or 0.118 acre.

(NOTE: All bearings in the above description are based on the bearing of South 89 degrees 48 minutes 22 seconds West between the Wasatch County brass cap monument (set in 1995) at the Northwest corner of Section 3, and the Wasatch County brass cap monument (set in 1995) at the North quarter corner of Section 4, Township 4 South, Range 5 East, Salt Lake Base and Meridian.

and

(c) temporary one-half acre construction easement, the site of which is to be selected by Carl Warren and the City Engineer Wes Johnson, for storage, parking and the stockpiling of excavated material. Once the need for the temporary easement has expired, (a) all equipment, material, debris, and stockpiled material will be removed and the ground surface restored to its now existing elevation and configuration and (b) the land will be re-seeded with wild grass seed. Sellers will be compensated for the temporary easement at the rate of \$1,200.00 per month beginning on the date construction commences or the 1st day of MAY, 1999, whichever is the earlier date, and continuing through to the date of re-seeding all of which must be completed on or before December 1, 1999.

2. Heber City hereby agrees to enter into possession and pay for what is referred to as the tank site property the cash sum of \$51,000.00 per acre and for what is referred to as the pipeline easement the sum of \$25,500.00 per acre. See attached Exhibit A for the acreage.

3. Upon completion of the water tank and supporting system the City will make available to Sellers or their assigns up to four residential water connections to serve the property referred to in the October 20, 1998 Certificate of Zoning Compliance of Sun Star et al., with Sellers or assigns being responsible for the prevailing connection fees and user rates - resident or non-resident as the case may be. Sellers will also be responsible for providing whatever water pressure is needed to service such residences.

4. The City agrees that to the extent feasible the water tank is to be buried and covered so as to harmonize with the surrounding area.

5. The City further agrees that any support building will be held to a minimum but acceptable size. Nothing is to be placed upon the premises that would unreasonably interfere with the visual aesthetics of the surrounding area such as microwave facilities, towers, poles and the like. However such restriction shall not prevent the use of an appropriate telemetry system or a future use of the property that is comparable to a use being permitted on the adjacent property of the sellers or their successors. Use of existing poles or relocation of an existing pole on line with the present pole line easement is not prohibited by this provision.

6. At Sellers' option, any surplus material from the construction site of the water tank will be hauled during the construction period to Sun Star's adjacent property. Sun Star's election is to be made in a timely fashion so that the material does not need to be loaded more than once.

7. Sellers agree to grant to the City at no cost the following described non-exclusive access easement (see the attached Exhibit A):

A perpetual easement, upon part of an entire tract of property situate in the South half of the Southwest quarter of Section 34, Township 3 South, Range 5 East, Salt Lake Base and Meridian, and the North half of the Northwest quarter of Section 3, township 4 South, Range 5 East, Salt Lake Base and Meridian in Wasatch County, for the purpose of constructing and maintaining a water tank access road. The boundaries of part of an entire tract are described as follows:

BEGINNING at a point on the South right-of-way line of County Road No. 242, said point being 344.40 feet North and 1908.24 feet East from the Northwest corner of said Section 3; thence South 181.05 feet; thence Westerly 61.52 feet along the arc of a 40.00 foot radius curve to the right (chord bears South 44 degrees 03 minutes 21 seconds West 30.86 feet); thence South 88 degrees 07 minutes 12 seconds West 212.31 feet; thence Westerly 30.96 feet along the arc of a 110.00 foot radius curve to the left (chord bears South 80 degrees 03 minutes 21 seconds West 30.86 feet); thence South 71 degrees 59 minutes 29 seconds West 74.87 feet; thence South 0 degrees 04 minutes 56 seconds East 21.02 feet; thence North 71 degrees 59 minutes 29 seconds East 81.34 feet; thence Easterly 25.33 feet along the arc of a 90.00 foot radius curve to the right (chord bears North 80 degrees 03 minutes 21 seconds East 25.25 feet); thence North 88 degrees 07 minutes 12

seconds East 212.31 feet; thence Northerly 92.28 feet along the arc of a 60.00 foot radius curve to the left (chord bears North 44 degrees 03 minutes 36 seconds East 83.45 feet) to the Easterly boundary line of the Kris Pollock property; thence North 180.31 feet along said boundary line to said right-of-way line; thence North 87 degrees 52 minutes 01 seconds West 20.01 feet to the point of beginning.

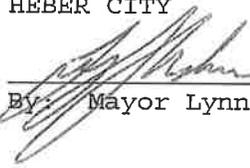
The above of an entire tract contains 11,523 square feet in area or 0.265 acre.

(NOTE: All bearings in the above description are based on the bearing of South 89 degrees 48 minutes 22 seconds West between the Wasatch County brass cap monument (set in 1995) at the Northwest corner of Section 3, and the Wasatch County brass cap monument (set in 1995) at the North quarter corner of Section 4, Township 4 South, Range 5 East, Salt Lake Base and Meridian.

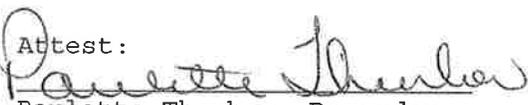
8. Sellers are to transfer the property by a good and sufficient warranty deed and provide title insurance showing the property marketable and free and clear of liens and encumbrances.

DATED this 2 day of FEB, 1999.

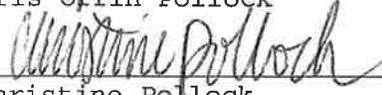
HEBER CITY


By: Mayor Lynn L. Adams

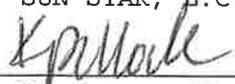
Attest:


Paulette Thurber, Recorder


Kris Orrin Pollock


Christine Pollock

SUN STAR, L.C.


By: msr

TANK PROPERTY DESCRIPTION

A PARCEL OF LAND FOR THE PURPOSE OF A WATER TANK, SITUATE IN THE SE1/4SW1/4 OF SECTION 34, T.3S., R.5E., SLB&M AND THE NE1/4NW1/4 OF SECTION 3, T.4S., R.5E., SLB&M, IN WASATCH COUNTY, UTAH. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 39.29 FEET NORTH AND 1347.88 FEET EAST FROM THE NORTHWEST CORNER OF SAID SECTION 3; THENCE S. 0°04'56" E. 185.11 FEET; THENCE EAST 148.12 FEET; THENCE N. 31°35'15" E. 113.96 FEET; THENCE N. 0°04'56" W. 161.41 FEET; THENCE WESTERLY 81.82 FEET ALONG THE ARC OF A 810.27-FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS S. 72°22'33" W. 81.78 FEET); THENCE S. 69°28'59" W. 138.70 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 43,561 SQUARE FEET OR 1.000 ACRES.

(NOTE: ALL BEARINGS IN THE ABOVE DESCRIPTION ARE BASED ON THE BEARING OF S. 89°48'22" W. BETWEEN THE WASATCH COUNTY BRASS CAP MONUMENT (SET IN 1995) AT THE NORTHWEST CORNER OF SECTION 3, AND THE WASATCH COUNTY BRASS CAP MONUMENT (SET IN 1995) AT THE NORTH QUARTER CORNER OF SECTION 4, T.4S., R.5E., SLB&M

PIPELINE EASEMENT DESCRIPTION

A PERPETUAL EASEMENT, UPON PART OF AN ENTIRE TRACT OF PROPERTY SITUATE IN THE S1/2SW1/4 OF SECTION 34, T.3S., R.5E., SLB&M AND THE N1/2NW1/4 OF SECTION 3, T.4S., R.5E., SLB&M IN WASATCH COUNTY, UTAH, FOR THE PURPOSE TO LAY, MAINTAIN, OPERATE, REPAIR, INSPECT, PROTECT, REMOVE AND REPLACE PIPE LINES, VALVES, VALVE BOXES AND OTHER WATER TRANSMISSION AND DISTRIBUTION FACILITIES. THE BOUNDARIES OF SAID PART OF AN ENTIRE TRACT ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 241.70 FEET NORTH AND 1327.59 FEET EAST FROM THE NORTHWEST CORNER OF SAID SECTION 3; THENCE S. 0°04'56" E. 252.44 FEET; THENCE N. 89°55'04" E. 20.00 FEET; THENCE N. 0°04'56" W. 259.89 FEET; THENCE S. 69°28'59" W. 21.34 FEET TO THE POINT OF BEGINNING.

THE ABOVE OF AN ENTIRE TRACT CONTAINS 5,123 SQUARE FEET IN AREA OR 0.118 ACRE.

(NOTE: ALL BEARINGS IN THE ABOVE DESCRIPTION ARE BASED ON THE BEARING OF S. 89°48'22" W. BETWEEN THE WASATCH COUNTY BRASS CAP MONUMENT (SET IN 1995) AT THE NORTHWEST CORNER OF SECTION 3, AND THE WASATCH COUNTY BRASS CAP MONUMENT (SET IN 1995) AT THE NORTH QUARTER CORNER OF SECTION 4, T.4S., R.5E., SLB&M

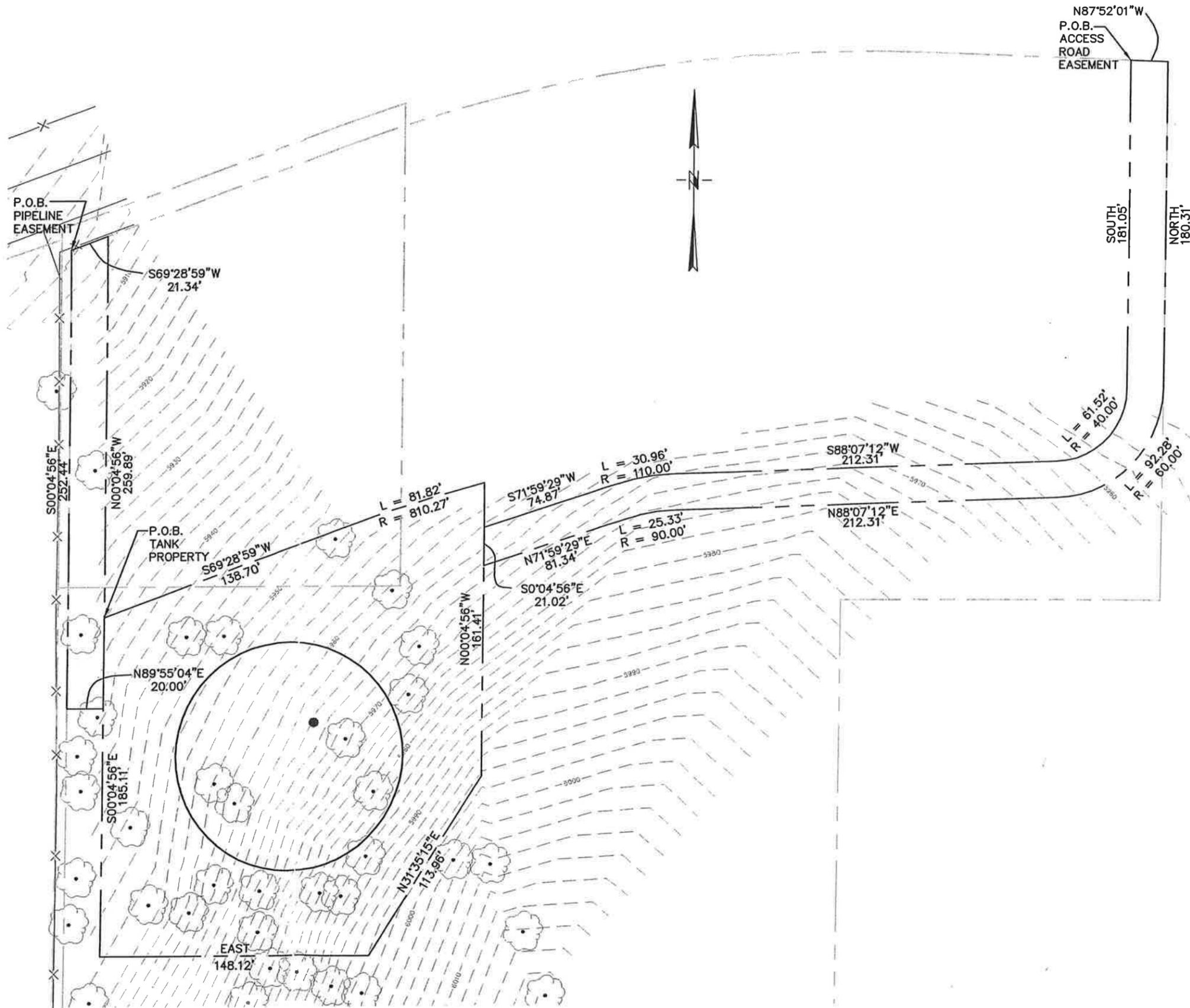
ACCESS ROAD EASMENT DESCRIPTION

A PERPETUAL EASEMENT, UPON PART OF AN ENTIRE TRACT OF PROPERTY SITUATE IN THE S1/2SW1/4 OF SECTION 34, T.3S., R.5E., SLB&M AND THE N1/2NW1/4 OF SECTION 3, T.4S., R.5E., SLB&M IN WASATCH COUNTY, UTAH, FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A WATER TANK ACCESS ROAD. THE BOUNDARIES OF PART OF AN ENTIRE TRACT ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 242, SAID POINT BEING 344.40 FEET NORTH AND 1908.24 FEET EAST FROM THE NORTHWEST CORNER OF SAID SECTION 3; THENCE SOUTH 181.05 FEET; THENCE WESTERLY 61.52 FEET ALONG THE ARC OF A 40.00-FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS S. 44°03'36" W. 55.63 FEET); THENCE S. 88°07'12" W. 212.31 FEET; THENCE WESTERLY 30.96 FEET ALONG THE ARC OF A 110.00-FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS S. 80°03'21" W. 30.86 FEET); THENCE S. 71°59'29" W. 74.87 FEET; THENCE S. 0°04'56" E. 21.02 FEET; THENCE N. 71°59'29" E. 81.34 FEET; THENCE EASTERLY 25.33 FEET ALONG THE ARC OF A 90.00-FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS N. 80°03'21" E. 25.25 FEET); THENCE N. 88°07'12" E. 212.31 FEET; THENCE NORTHERLY 92.28 FEET ALONG THE ARC OF A 60.00-FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS N. 44°03'36" E. 83.45 FEET) TO THE EASTERLY BOUNDARY LINE OF THE KRIS POLLOCK PROPERTY; THENCE NORTH 180.31 FEET ALONG SAID BOUNDARY LINE TO SAID RIGHT-OF-WAY LINE; THENCE N. 87°52'01" W. 20.01 FEET TO THE POINT OF BEGINNING.

THE ABOVE OF AN ENTIRE TRACT CONTAINS 11,523 SQUARE FEET IN AREA OR 0.265 ACRE.

(NOTE: ALL BEARINGS IN THE ABOVE DESCRIPTION ARE BASED ON THE BEARING OF S. 89°48'22" W. BETWEEN THE WASATCH COUNTY BRASS CAP MONUMENT (SET IN 1995) AT THE NORTHWEST CORNER OF SECTION 3, AND THE WASATCH COUNTY BRASS CAP MONUMENT (SET IN 1995) AT THE NORTH QUARTER CORNER OF SECTION 4, T.4S., R.5E., SLB&M



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ONE WEST MAIN
AMERICAN FORK, UT 84003
(801) 763-5100

X
X

DESIGNED X	CHECKED X	APPROVED X	DATE X	PROJECT. NO. X	SCALE X
DRAWN X	DATE X	REVISIONS X	DWG. NO. X	SHEET NO. X OF X	

TAB 6

Mark Anderson

From: Kelleen Potter <kelleenpotter@hotmail.com>
Sent: Wednesday, October 07, 2015 8:52 AM
To: <hfranco@ci.heber.ut.us>; Erik Rowland; Robert Patterson; Jeffery Bradshaw; Mark Anderson; Bart Mumford; Tony Kohler
Subject: 1200 East

Good Morning,

I propose we reconsider our decision about 1200 East regarding how we stripe the lanes. I think we need to do this for a couple of reasons.

First, we made the decision at the very end of our meeting, after the closed session I believe. It wasn't on the agenda but there were people at the meeting earlier who were interested in this subject and weren't able to hear the discussion or provide input.

Second, we are in the middle of creating a Master Trail plan and 1200 east is a key part of that plan for connecting the north and south part of the valley. There was a tremendous response to our open house and on-line survey showing the community's interest in creating safe trails and pathways for walkers and bikers in our community. It seems this is really the perfect time to establish this as a main arterial road, for cars and bikes. It will be much easier now than after more development occurs and there are more houses facing the street.

The configuration with parking on one side and bike lanes on both sides is being used in many other communities. It really is much safer to establish a designated bike lane that isn't just a parking lane being used by bikers. It is safer for pedestrians on the sidewalk as well as the bikers themselves.

A great deal of money and effort is being put into creating this plan. I think it would be a missed opportunity to forgo implementing a key part of the plan without any increased cost. It will also set a precedent that we are serious about creating these trails and bike lanes which will create momentum for the future.

I would appreciate it if you would consider putting this on our next agenda and discussing it again.

Thanks,
Kelleen

Sent from my iPhone