

REGULAR MEETING

HEBER CITY CORPORATION
75 North Main Street
Heber City, UT 84032
City Council AMENDED Regular Meeting
November 19, 2015

7:00 p.m. Regular Meeting

**TIME AND ORDER OF ITEMS ARE APPROXIMATE AND MAY BE
CHANGED AS TIME PERMITS**

- I.** Call to Order

- II.** Pledge of Allegiance: Council Member Erik Rowland

- III.** Prayer/Thought: By Invitation (Default Council Member Heidi Franco)

- IV.** Open Period for Public Comments
 - 1.** Appointment of City Recorder

 - 2.** Connor Boyack, President, and Josh Daniels, Policy Analyst - Libertas Institute - Presentation of Award to Heber City

 - 3.** Public Hearing - Ordinance 2015-29, an Ordinance Considering the Annexation of a 94.8 Acre Parcel Known as the Bassett-Ritchie Annexation and Located at Approximately 800 North Highway 40; and Approval of the Associated Annexation Agreement

 - 4.** Approve Ordinance 2015-24, an Ordinance Amending the Heber City General Plan Designating All of Block 54 as Future Highway Commercial

 - 5.** Approve Ordinance 2015-25, an Ordinance Amending Heber City's Zoning Map for Property located at the Southwest Corner of 200 South and 100 East and Approximately 55 East 300 South

 - 6.** Discuss Offer of New Non-Reversionary Hangar Lease Agreement to the Commemorative Air Force and Daniel Hangar #5

 - 7.** Approve Heber City's Capital Improvement Portion of the Mountainland Association of Governments (MAG) Consolidated Plan

8. Approve Ordinance 2015-30, an Ordinance Amending Section 18.42.040 B, Building Setbacks; and Section 18.42.100 I, Residential Transition, of the Heber City Municipal Code Regarding Mixed-Use Residential Commercial Zone (MURCZ)
9. Approve Resolution 2015-16, a Resolution Amending the Personnel Policy Section 4.1, Hiring Procedures, Section 13.19, Workers' Compensation, Section 13.14, Sick Leave and Section 13.29 Instant Award Policy
10. Schedule a Public Hearing to Amend the 2015-16 Operating Budget
11. Approve Megco and CH47 Lot Line Adjustment at Approximately 1600 South Highway 40
12. Dirty Rotten Buckers, Request Local Consent For a Permit to Serve Beer at a Single Event at the Event Center
13. Approve 2016 Holiday Schedule
14. Approve 2015 Employee Christmas Bonuses
15. Approve Land Purchase Agreements With Gifford Hickey and Fat Trout, LLC for Right-of-Way Property Located at 650 South 1200 West
16. Closed Meeting as Needed

Ordinance 2006-05 allows Heber City Council Members to participate in meetings via telecommunications media.

In accordance with the Americans with Disabilities Act, those needing special accommodations during this meeting or who are non-English speaking should contact Allison Lutes at the Heber City Offices (435) 654-0757 at least eight hours prior to the meeting.

Posted on November 18, 2015, in the Heber City Municipal Building located at 75 North Main, Wasatch County Building, Wasatch County Community Development Building, Wasatch County Library, on the Heber City Website at www.ci.heber.ut.us, and on the Utah Public Notice Website at <http://pmn.utah.gov>. Notice provided to the Wasatch Wave on November 18, 2015.

**AGENDA
AND
STAFF MEMO**

Memo

To: Mayor and City Council
From: Mark K. Anderson
Date: 11/17/2015
Re: City Council Agenda Items for November 19, 2015

REGULAR MEETING

Item 1 – Appointment of City Recorder: With the resignation of Michelle Kellogg, per Section 10-3-916 of Utah State Code, the Mayor is to appoint a City Recorder with the advice and consent of the City Council. (See enclosed code)

Mayor McDonald, Allison Lutes and I participated in the interview of four candidates for the City Recorder position and Mayor McDonald is recommending that Michelle Limon be appointed as the new City Recorder. See enclosed resume. Please note that Michelle Limon is a Certified Municipal Clerk (CMC). Michelle will be in attendance at the meeting.

Item 2 –Connor Boyack, President, and Josh Daniels, Policy Analyst – Libertas Institute – Presentation of Award to Heber City: Connor Boyack and Josh Daniels have asked to come before the Council to present an award from the Libertas Institute which designates Heber City the “Freest City” in Utah. Enclosed is an email from Josh explaining the award and the criteria that were considered in the project. I expect that Josh will make a short presentation to better explain the nature of the award and the purpose of the Libertas Institute. They would also like to have a picture taken of the award being presented to the Council.

Item 3 – Public Hearing – Ordinance 2015-29, an Ordinance Considering the Annexation of a 94.8 Acre Parcel Known as the Bassett-Ritchie Annexation and Located at Approximately 800 North Highway 40; and Approval of the Associated Annexation Agreement: As part of the annexation process, the Council is required to hold a public hearing to solicit comments for or against the proposed annexation. The City has sent notice to property owners that are within 300 feet of the area proposed for annexation. Enclosed is an emailed comment that was received from Doug and Cheryl Hardy for Council review.

At the last work meeting, the Council reviewed the proposed annexation agreement and asked that a few minor changes be made. See enclosed Ordinance and associated annexation agreement. The Planning Commission has recommended the City approve the annexation, and staff would recommend approval subject to the terms of the enclosed annexation agreement.

Item 4 – Approve Ordinance 2015-24, an Ordinance Amending the Heber City General Plan Designating All of Block 54 as Future Highway Commercial: This item was continued from the October 1st meeting to allow the dealership to make changes to the lighting system to address the remaining concerns of neighbors. It is my understanding that Blake Allen has met with the neighbors and only one neighbor has some concern about the lighting when the leaves are off the trees. I expect a representative of the dealership will attend the meeting.

The Karl Malone Dodge dealership is requesting that all of Block 54 be designated as a commercial land use on the General Plan. Currently the properties fronting on 100 East and one property that fronts on 300 South are designed as high density residential. The Planning Commission has held a public hearing and the residential neighbors were concerned about property taxes increasing. It was noted that their property taxes would not increase unless they request a zone change that is approved. See enclosed staff report and proposed Ordinance. The Planning Commission is recommending approval. Staff would also recommend approval.

Item 5 – Approve Ordinance 2015-25, an Ordinance Amending Heber City’s Zoning Map for Property Located at the Southwest Corner of 200 South and 100 East and Approximately 55 East 300 South: This proposed zone change is tied to the previous agenda item. The Karl Malone Dodge dealership is requesting that two parcels that they own on Block 54 be rezoned from R-3 Residential to C-2 Commercial. (See enclosed staff report and Ordinance) The homes that were on these parcels have been removed and the dealership desires to use these properties for commercial purposes. The Planning Commission has reviewed the request and is recommending approval subject to the petitioner submitting a lighting plan to keep the lighting from shining on adjacent properties and from illuminating the sky.

Staff would recommend approval.

Item 6 – Discuss Offer of New Non-Reversionary Hangar Lease Agreement to the Commemorative Air Force and Daniel Hangar #5: In recent discussion with the Marc Miller, FAA Compliance Specialist, regarding the offering of a new non-reversionary hangar lease to existing non-reversionary lease holders, it was his recommendation that the City also offer the same lease agreement to the owner of Daniel Hangar #5. This hangar lease was initially non-reversionary and the owner requested a reversionary lease that guaranteed 5 more years on the lease.

Additionally, in looking at the non-reversionary lease agreement the City has with the Commemorative Air Force (CAF) the annual lease fee is only \$1. Therefore, the City

essentially receives no consideration for more favorable lease terms that would be offered to this group. In discussion with CAF representatives, Dave Gorrell and Steve Guenard, they are comfortable with the City extending the period of time that the City would recapture lost lease fees if the hangar/museum were sold in the first ten years of the agreement. (See highlighted lease section) As additional consideration to the City they would not object to the City extending the lease recapture provision by an additional 5 years (60 months) in exchange for the new non-reversionary lease terms.

Staff would recommend that the new non-reversionary lease agreement be offered to Daniel Hangar #5 and to the CAF with the provision that the recapture provision be extended by 5 years if the CAF sells the hangar.

Item 7 – Approve Heber City’s Capital Improvement Portion of the Mountainland Association of Governments (MAG) Consolidated Plan: Annually, the City updates our Consolidated Plan that is submitted to the Mountainland Association of Governments (MAG). Enclosed is a list of projects that the Council reviewed at the November 5th work meeting. Projects that the City would seek CDBG or CIB funding assistance must be listed for the City to make application for a project grant. This document is also a good planning tool. Staff would recommend approval.

Item 8 – Approve Ordinance 2015-30, an Ordinance Amending Section 18.42.040 B, Building Setbacks; and Section 18.42.100 I, Residential Transition, of the Heber City Municipal Code Regarding Mixed-Use Residential Commercial Zone (MURCZ): This Ordinance was reviewed by the City Council on November 5th. The Ordinance proposes changes to the Residential Transition area in the Mixed Use Residential Commercial Zone (MURCZ) which would allow for smaller front yard setbacks and erection of residential buildings that are not required to resemble single family dwellings. Scott Sweat and Cori Ann Sweat, neighbors to the project have asked that the enclosed letter be considered when this item is discussed.

In discussing this matter with Tony Kohler, things that may have influenced the Planning Commission to make this recommendation are as follows:

- Concern about multiple driveways on 1000 South
- Concern about traffic volumes on 1000 South
- A need for one bedroom apartments in the housing mix
- Compatibility of single family homes with the commercial area across the street

As a property owner within 250 feet of the project, I have my own personal concerns about how to best transition this property with abutting residential properties. If the Council did not adopt this ordinance, the development options for this property would be limited to about 14 single family dwellings with 50 foot frontages, about 8 or 9 duplexes or 5 to 7 multi-unit apartment buildings that would need to resemble a single family dwelling.

Item 9 – Approve Resolution 2015-16, a Resolution Amending the Personnel Policy Section 4.1, Hiring Procedures, Section 13.19, Workers’ Compensation, and Section 13.14, Sick Leave, and Section 13.29, Instant Award Policy: The City Council reviewed the following changes recommended by the Personnel Policy Board at the last work meeting. Below is a summary of the impacts of the proposed changes:

Section 4.1 – Procedures: This amendment allows all City employees the right to be considered for a position opening before it is opened to the public. With the exception of part-time or reserve police officers, only full-time employees were previously given hiring preference.

Section 13.14 – Sick Leave: This allows the City Manager or Department Head (with City Manager approval) the ability to grant paid sick leave to an employee when extraordinary personal circumstances exist. Leave in excess of 40 hours requires City Council approval. This would most likely be granted to a new employee who had not accrued much vacation or sick leave.

Section 13.19 – Workers’ Compensation: This adopts language indicating the City has a return-to-work policy for employees who are injured on the job which will (when practical) provide restricted or light duty work until the employee is able to perform their normal job duties.

Section 13.29 – Instant Award Policy: This allows the Council, City Manager or Department Head (with Manager approval) to grant a day off with pay to recognize exemplary service as a City employee.

Staff would recommend approval.

Item 10 – Schedule a Public Hearing to Amend the 2015-16 Operating Budget: The Council has identified several projects which will require an amendment to the current budget. In order to make allowance for additional anticipated revenues and expenses, the Council needs to hold a public hearing with 7 days’ notice. Therefore, I would recommend that a public hearing be scheduled for December 3rd to address several pending budget items that need attention.

Item 11 – Approve Megco and CH47 Lot Line Adjustment at Approximately 1600 South Highway 40: Owners of the CH47 (Silver Eagle) property and Megco (Turner/Gooch property) are requesting approval of a land swap to clean up property boundaries where Silver Eagle’s fuel tanks are located. See enclosed staff report, plat map and request from Summit Engineering. Staff would recommend approval as the request meets the requirements of City and State Code.

Item 12 – Dirty Rotten Buckers, Request Local Consent for a Permit to Serve Beer at a Single Event at the Event Center: Dirty Rotten Buckers is requesting local consent for a Temporary Special Event Beer Permit for an event that will held at the County Events Center on December 31st. See enclosed staff report and application.

Staff would recommend approval as the applicant has provided a clean background check and meets the requirements of the Ordinance.

Item 13 – Approve 2016 Holiday Schedule: Enclosed is a proposed holiday schedule for 2016 for Council review and approval.

Item 14 – Approve 2015 Employee Christmas Bonuses: Annually the City Council has provided a bonus for City employees that is paid during early December. I have included a spreadsheet summarizing the cost of providing a bonus similar the bonus granted in 2014. The funds for a similar bonus have been budgeted.

Item 15 – Approve Land Purchase Agreements With Gifford Hickey and Fat Trout, LLC for Right-of-Way Property Located at 650 South 1200 West: Enclosed are modified purchase agreements to acquire right-of-way from Gifford Hickey/Fat Trout. Mr. Hickey has the revised agreements and I expect feedback from him shortly. I think his concerns have been addressed with the proposed changes.

Mark Smedley has researched the condemnation language and UDOT has provided him with language they use that we can provide in a separate letter that should meet Mr. Hickey's tax needs and not jeopardize our funding source.

TAB 1

EXPERIENCE

July 2006 – Sept 2015
West Point, UT

APPOINTED DISTRICT CLERK / EXECUTIVE ASSISTANT, CMC

North Davis Fire District

Supervisor, Chief Mark Becraft (801) 525.2850 x 103

**Resigned to take another position with another entity; however, I ended up not taking the position due to personal reasons.*

- Appointed District Clerk to the Administrative Control Board for the North Davis Fire District. Records Manager for all District records adhering to all GRAMA compliance. Attend monthly Board meeting, and prepare all necessary documentation for such meetings, which includes agendas, public notices, informational packets and some Resolutions. In addition to attending the meeting, take the minutes and transcribe the minutes into permanent records.
- Provide the Fire Chief and Deputy Fire Chief with a variety of full performance, routine and complex clerical duties to expedite the administrative functions of the Fire District.
- Prepare legal notices and post such notices and agendas within state code requirements. Maintain all District Resolutions, minutes, agreements, contracts and policies and procedures.
- Perform the duties of human resources. Create and maintain all personnel records. Process all personnel action notices at time of evaluations, and probation, which includes calculation of percentage of salary increase. Ensure employees were properly enrolled in insurance, retirement plans (state retirement, 401k, and 457) and FLEX programs. Calculate payroll on a bi-weekly basis. Maintain vacation, sick and personal leave; in addition to, calculate sick-leave buy back at the end of the year based on sick leave accumulated vs. personal leave utilized. Ensure employees were processed through the E-Verify system at time of hire. Prepare hiring notices and advertise such notices.
- Assist the Fire Chief with preparing and adhering to the annual fiscal year budget. Utilize Quickbooks for the preparation and dispersing of accounts receivable and payable. Responsible for organization and preparation of documents of annual financial audit with external auditors. Assist with grants and execution of said grants. Prepare monthly financial reports for the Board. Reconcile all accounts on a monthly basis. Assist in rewriting District Policies and updating said policies. Research State Code for the purpose of writing Resolutions and ensuring the District follows proper procedures and State Code.

May 98 – May 2006
Riverdale, Utah

ADMINISTRATIVE ASSISTANT /DEPUTY CITY RECORDER, CMC

Riverdale City – Community Development Department

Supervisor, Randy F. Daily (801) 394.5541 extension 1215

- Administrative Assistant and Deputy City Recorder. Responsible for the day-to-day administrative functions of the office. Create and maintain all departmental records and assisted City Recorder with maintenance and retention of all City records and City elections.
- Key role for the department was to provide the Director with a variety of full performance, routine and complex clerical duties to expedite the administrative, secretarial and technical functions of the office, to alleviate and expedite his workload and assure the department functions in his absence. In addition to, scheduling appointments, meetings, and travel arrangements.
- With the various duties, assignments and projects, required with this position, it was required to organize my workload in a way that specific things were completed in a timely fashion. The majority of the projects had deadlines associated with them; most of which had State Code mandated deadlines associated with them. Deadlines had to be monitored for special activities, activities such as: public hearings, legal notices, mailings, and postings. The majority of information dealt with was public vs. private information and it had to be segregate and disburse to inquiring parties according to GRAMA requirements in a sensitive nature.
- Attended Planning Commission meetings and City Council meetings and prepared all necessary documentation, which included agendas and informational packets, both of which were bookmarked and hyperlinked in an electronic format, researching municipal and state code, and taking minutes of proceedings and transcribing minutes into permanent records. Furthermore, set and noticed public hearings for amendments to Zoning and Subdivision Regulations, rezone applications, General Plan amendments, boundary adjustments, and annexations, etc.
- Composed original correspondence, which the Department Director approved after the fact on many occasions; documents such as: formal documents, worksheets, letters, reports, and memos. In addition, wrote Resolutions and Ordinances for Council approval.
- Maintained the City's business license records; calculated issued and maintained building permits, both of which were in Access. Maintained the departments building permit logs, inspection reports, records and blue prints associated with such.

June 90 - June 92
Anchorage, AK

OFFICE ASSOCIATE - DATA INPUT CLERK

Municipality of Anchorage - Purchasing Department

Supervisor, Bart Mauldin (907) 343.4691

- Process and distribute purchase requisitions and purchase orders for all Municipal departments.

- Generate, analyze and compare monthly, quarterly, and annual activity reports. Research and resolve discrepancies in report(s) when applicable.
- Maintain over 5,000 purchasing files, each consisting of an alphabetical and numerical file – distributing six copies of each purchase order file to various departments within the Municipality.

Oct 89 - June 90
Anchorage, AK

SENIOR OFFICE ASSISTANT
Municipality of Anchorage - Purchasing Department
Supervisor, Bart Mauldin (907) 343.4691

- Specialized clerical support for the Purchasing Department in processing daily work and specific procurement processes utilized by the buying staff. Schedule, prepare, and maintain bid documents.

July 87 - May 89
Tempe, AZ

ADMINISTRATIVE ASSISTANT / ACCOUNTING CLERK
Earlco
Supervisor, Gabriela Earl

- Perform a variety of office duties, which included bookkeeping, accounts receivable and payable, and payroll.

EDUCATION

1998 Weber State University Ogden, Utah
A.A.S. Degree, Department of Telecommunications and Business Education, Office Technologies, graduated with a 3.94 gpa

SKILLS

*MICROSOFT OFFICE SUITE	*MICROSOFT PUBLISHER
*Word, Excel Outlook & Adobe	*Customer Service
* Utah Notary Public	*Confidentiality
*Typing – approximately 65 wpm	*10-Key

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Bills

Site

Historical Code

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Index Utah Code

Title 10 Utah Municipal Code

Chapter 3 Municipal Government

Part 9 Appointed Officials and Their Duties

Section Appointment of recorder and treasurer in a city of third, fourth, 916 or fifth class or a town -- Vacancies in office.

10-3-916. Appointment of recorder and treasurer in a city of third, fourth, or fifth class or a town -- Vacancies in office.

- (1) In each city of the third, fourth, or fifth class and in each town, on or before the first Monday in February following a municipal election, the mayor, with the advice and consent of the city council, shall appoint a qualified person to each of the offices of city recorder and treasurer.
- (2) The city recorder is ex officio the city auditor and shall perform the duties of that office.
- (3) The mayor, with the advice and consent of the council, may also appoint and fill vacancies in all offices provided for by law or ordinance.
- (4) All appointed officers shall continue in office until their successors are appointed and qualified.

Amended by Chapter [292](#), 2003 General Session

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TAB 2

Mark Anderson

From: j.alden.daniels@gmail.com on behalf of Josh Daniels <jdaniels@libertasutah.org>
Sent: Tuesday, November 03, 2015 5:37 PM
To: manderson@ci.heber.ut.us
Subject: Heber: Freest City in Utah Award

Mr. Anderson,

It was nice talking you today. Thank you for your assistance.

We would like to present the City of Heber an award as the "Freest City" in Utah at the next available city council meeting (Nov 19).

We would need 5-10 minutes to give the Mayor and Council a report on this project and recognize the city for being named the "Freest City" based on the index from our recent research. We would plan on speaking for 3-5 minutes to explain the project and recognize Heber's performance. Then a couple minutes to formally present the award to the Mayor and Council and take a photo.

We have a physical desktop trophy (about 10 inches tall, clear crystal style) to present to the city.

A little about the project:

This is the first index of its kind in Utah and in the country. The index was patterned after a research project of the Mercatus Institute that ranked US states on issues of freedom. We researched the policies in the top 50 populated cities in Utah and created an index that compared cities on a cross-section of items across three categories:

Individual Liberty:

Code accessibility, dog licensing, free speech, daytime curfew laws, alcohol & tobacco regulations, campaign contribution limits, loitering laws, criminal penalties for code violations, and gun regulations.

Private Property:

Conditional use permit fees, building permit fees, animal restrictions (chickens, dogs, bees), short-term rental regulations, taxes, cost of government, bonded debt, lobbying expenditures.

Free Enterprise:

City-owned businesses, beer sale restrictions, alcohol licensing fees, sales tax, business licensing, commerce/business hours restrictions.

The index looks at laws and policies related to each of these policy items and scores cities relative to each other using standard deviation and statistical z-scores. In this way, the index is a comparative tool that shows how cities score relative to one another. Thus, relative to all other cities, Heber scored the best overall as showing deference for liberty in these policy areas.

We are finishing up the development of an interactive website where people can go and look at the laws in their city and see how their city scored in the study. The website should be done in a week or so and I can email you the link once it's live.

This is the first year for the index (covers 2014-2015) and it will become a biennial project that will rank cities after a two-year study with a new index released every odd-numbered year.

We hope to engage and educate people about matters of local policy and help citizens understand the laws so they can be more engaged with their local officials.

About Libertas Institute:

Founded in 2011, we are a non-profit, non-partisan, public policy think tank in Utah that focuses on issues of liberty. We work on three pillars of good public policy and limited government: individual liberty (like free speech, 2nd Amendment rights, 4th Amendment civil liberties, etc.), private property (like low taxes, opposition to the new EPA water rule, etc.), and free enterprise (like reduced regulatory burdens on business, reducing government interference in the market, etc.).

We focus primarily on Utah issues instead of federal issues. While we are very active in matters of state policy, we also look at issues related to local policy. This index is a large part of that effort.

We look forward to meeting you all on the 19th.

Congratulations!

Thank you,

Josh

JOSH DANIELS / Policy Analyst / **Libertas Institute**

m 801.234.0676 / e jdaniels@libertasutah.org

> libertasutah.org

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TAB 3

ANNEXATION AGREEMENT
AND
COVENANT RUNNING WITH THE LAND
(RITCHIE/BASSETT ANNEXATION)

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

WHEREAS, the Petitioners have proposed annexation of 94.8 +/- acres into Heber City as shown on Exhibit A; and

WHEREAS, the Planning Commission has reviewed the proposed annexation and has recommended approval of the proposed annexation with conditions.

NOW, THEREFORE, the parties hereby agree as follows:

1. PETITIONERS INDIVIDUAL OBLIGATION

a) The Petitioners own land independent of each other. Each property owner, party to this Agreement as one of the Petitioners, shall be responsible for dedication and improvement of facilities on its own property.

2. ZONING

- a) Properties within the annexation area shall be zoned consistent with the Heber City General Plan Land Use Map as shown in Exhibit D, which includes the Planned Community Mixed Use Zone (PCMU) and the Mixed Use Residential Commercial Zone (MURCZ);
- b) Development shall avoid the wetland area identified in Exhibit E except that the wetland area may be enhanced or improved to include public amenities such as a walking trail. Further, the configuration of the wetland area may be altered, but the amount of total acreage shall remain unchanged from the wetland depicted in Exhibit E.
- c) The wetland may fulfill open space requirements only for developers that own fee simple title to the wetland area.
- d) The wetland area is a jurisdictional wetland and shall be maintained as such, and may be enhanced only as allowable by law.

3. WATER RIGHTS

a) Petitioners shall, prior to plat recordation for residential development and prior to being issued a building permit for non-residential development, transfer to the City any required

water rights necessary for development of their property as calculated by the City;

4. **CULINARY WATER**

- a) The Heber City Capital Facility Plan identifies future culinary water line approximate locations needed to service properties within the annexation as shown in Exhibit F.
- b) At the time of development of any of the respective properties, Petitioners shall construct or grant an easement and allow to be constructed within their respective properties, the 12-inch culinary water line identified as W-007 in Exhibit F, connecting the existing water line at 550 East to a point at U.S. Highway 40, and from that point, north along U.S. Highway 40, to the northern boundary of the annexation properties. Heber City will participate in said construction with Impact Fees to pay for the cost of upsizing the water line above the standard 8-inch diameter. Also, Petitioners shall construct and loop any additional onsite water lines needed to serve their developments and bring water from existing facilities.

5. **SEWER**

- a) The Heber City Capital Facility Plan identifies future sewer line approximate locations needed to serve properties within the annexation as shown in Exhibit G.
- b) At the time of development of any of the respective properties, Petitioners shall construct or grant an easement and allow to be constructed within their respective properties, the 18-inch sewer line, connecting the existing sewer line located on the east side of U.S. Highway 40 north along U.S. Highway 40 to the northern boundary of the annexation properties identified as S-005 in Exhibit G. Heber City will participate in said construction with Impact Fees to pay for the cost of upsizing the sewer line above 8-inch diameter. Also, Petitioners shall construct any additional onsite or offsite sewer lines needed to serve their developments and connect sewer to existing facilities.
- c) In order to increase existing sewer capacity and to provide service to the annexation area, Heber City has commenced construction of the so-called Northwest Sewer Improvement Project. Development of any portion of the annexation area is contingent upon Heber City having adequate sewer capacity for the increased demand. Therefore, if development of any portion of the annexation area creates demand beyond the

available sewer capacity, that portion of development shall be contingent upon the completion of the Northwest Sewer Improvement Project.

6. **STREETS**

- a) The Heber City Capital Facility Plan identifies future street locations needed to serve properties within the annexation as shown in Exhibit H. Required street construction and dedication includes all surface and subsurface improvements, storm drain facilities, as well as all underground utilities;
- b) At the time of development of the Petitioner's respective properties, Petitioners shall dedicate and improve the so-called eastern by-pass road to a minimum 72-foot right-of-way, Major Collector Standard, identified as T-058 in Exhibit H. Development of the eastern by-pass road may occur in phases as market conditions drive development. However, Petitioner shall dedicate any portion of the unfinished eastern by-pass road connecting 550 East to U.S. Highway 40 by October 15, 2022 or earlier upon request of Heber City. If other parties construct the road, or any portion of the road, petitioners agree to reimburse that party when their respective property is developed.
- c) At the time of development of their respective properties, Petitioners shall dedicate and improve on their respective properties the 66-foot right-of-way, Minor Collector Standard, identified as T-010 in Exhibit H; for clarification, T-010 shall avoid crossing the jurisdictional wetland area by intersecting with T-058 at two points as indicated on Exhibit H.1.
- d) At the time of development of their respective properties, Petitioners shall dedicate and improve on their respective properties the 72-foot right-of-way, Major Collector Standard, identified as T-054 in Exhibit H; for clarification, T-054 shall intersect with T-010 as indicated on Exhibit H.1.
- e) As properties develop or redevelop, Petitioners shall improve their respective property's existing street frontage along U.S. Highway 40 to current standards, including right-of-way dedication, curb and gutter, storm drain system, sidewalk, asphalt widening, underground utilities, and asphalt overlay of the existing asphalt;
- f) Intersections of streets shall be located similar to that shown in Exhibit H.1., including the Free Right-hand turn movement and a Thru Intersection as shown in Exhibit H.1.

7. **PARKS AND TRAILS**

- a) The Heber City Capital Facility Plan identifies future park and trail locations needed to serve properties within the annexation as shown in Exhibit I;
- b) At the time of development of the properties, Petitioners shall dedicate and construct along their respective U.S. Highway 40 frontages and shown as P-041 on Exhibit I, a minimum 10-foot wide off-street trail within a 20-foot wide landscaped area, though the City may consider a narrower width for the landscaped area for commercial viability situations. If UDOT will allow its right-of-way to be used for any part of the 20-foot wide landscaped area including the trail;
- c) At the time of development of the properties, Petitioners shall dedicate and construct on their respective properties, the off-street trails shown as P-034 and P-058 on Exhibit I;

8. **PRESSURIZED IRRIGATION**

- a) At the time of development of their respective properties, Petitioners shall construct on their respective properties, the 10 inch pressurized irrigation lines identified as P-011 and P-012 as identified on Exhibit J.
- b) Petitioners shall construct onsite pressurized irrigation lines needed to serve their developments, loop, and connect to existing facilities.

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. 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;

11. In the event there is a failure to perform under this Agreement and it becomes reasonably necessary for either 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 prevailing party in the controversy shall be entitled to recover its reasonable attorney's fees incurred by such party and, in addition, such

reasonable costs and expenses as are incurred in enforcing this Agreement.

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:

Heber City Recorder

OWNER, MWE VALLEY HILLS, LLC
By: The Ritchie Group, LC, its Manager

By: _____
Title:

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

OWNER, RITCHIE ENTERPRISES, LP
By: Hamilton Finance, Inc., General Partner

By: _____
Title:

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
OWNER, RICHARD F. BASSETT FAMILY TRUST

By: _____
Karen E. Bassett, Trustee

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 she is the owner in fee and executed the same as such.

NOTARY PUBLIC

OWNER, KAREN E. BASSETT FAMILY TRUST

By: _____
Karen E. Bassett, Trustee

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 she is the owner in fee and executed the same as such.

NOTARY PUBLIC

OWNER, KAREN E. BASSETT

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 she is the owner in fee and executed the same as such.

NOTARY PUBLIC

EXHIBIT B: LEGAL DESCRIPTION

BEGINNING AT A POINT THAT LIES NORTH 5.20 FEET AND WEST 2.64 FEET FROM THE NORTH ONE QUARTER CORNER FOR SECTION 32, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE;

SOUTH 89°59'19" EAST A DISTANCE OF 425.61 FEET; THENCE SOUTH 01°20'44" WEST A DISTANCE OF 1,216.79 FEET; THENCE NORTH 89°59'43" WEST A DISTANCE OF 139.99 FEET; THENCE SOUTH 01°47'35" WEST A DISTANCE OF 299.40 FEET; THENCE SOUTH 89°43'39" EAST A DISTANCE OF 141.57 FEET; THENCE SOUTH 01°27'56" WEST A DISTANCE OF 208.95 FEET; THENCE NORTH 89°29'38" WEST A DISTANCE OF 275.66 FEET; THENCE SOUTH 00°30'22" WEST A DISTANCE OF 223.80 FEET; THENCE SOUTH 88°58'19" WEST A DISTANCE OF 30.47 FEET; THENCE SOUTH 02°00'17" WEST A DISTANCE OF 26.66 FEET; THENCE SOUTH 89°59'59" WEST A DISTANCE OF 1,301.68 FEET; THENCE NORTH 00°00'01" WEST A DISTANCE OF 267.28 FEET; THENCE NORTH 89°23'37" WEST A DISTANCE OF 698.64 FEET; THENCE SOUTH 16°27'04" WEST A DISTANCE OF 286.41 FEET; THENCE SOUTH 89°59'59" WEST A DISTANCE OF 160.15 FEET; THENCE NORTH 16°42'39" EAST A DISTANCE OF 750.30 FEET; THENCE SOUTH 73°24'18" EAST A DISTANCE OF 147.88 FEET; THENCE NORTH 16°26'11" EAST A DISTANCE OF 358.00 FEET; THENCE NORTH 12°22'14" EAST A DISTANCE OF 340.07 FEET; THENCE NORTH 10°19'20" EAST A DISTANCE OF 597.30 FEET; THENCE NORTH 89°20'00" EAST A DISTANCE OF 555.42 FEET; THENCE NORTH 00°00'00" EAST A DISTANCE OF 369.97 FEET; THENCE NORTH 87°00'00" EAST A DISTANCE OF 378.98 FEET; THENCE SOUTH 20°34'18" EAST A DISTANCE OF 154.88 FEET; THENCE SOUTH 04°15'16" WEST A DISTANCE OF 104.47 FEET; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 48.68 FEET; THENCE SOUTH 09°36'30" EAST A DISTANCE OF 71.00 FEET; THENCE SOUTH 05°56'46" EAST A DISTANCE OF 88.20 FEET; THENCE SOUTH 58°00'00" EAST A DISTANCE OF 40.00 FEET; THENCE NORTH 88°00'00" EAST A DISTANCE OF 70.00 FEET; THENCE NORTH 86°37'35" EAST A DISTANCE OF 157.74 FEET; THENCE NORTH 42°36'42" EAST A DISTANCE OF 138.05 FEET; THENCE NORTH 54°29'26" EAST A DISTANCE OF 126.13 FEET; THENCE SOUTH 89°24'10" EAST A DISTANCE OF 69.07 FEET; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 71.00 FEET TO TO THE POINT OF BEGINNING.

PARCEL CONTAINS 4,128,350.90 SQUARE FEET OR 94.774 ACRES

EXHIBIT C: PROPERTY SERIAL NUMBERS

OWC-0650-0-029-035

OWC-0652-0-029-035

OWC-0748-0-032-035

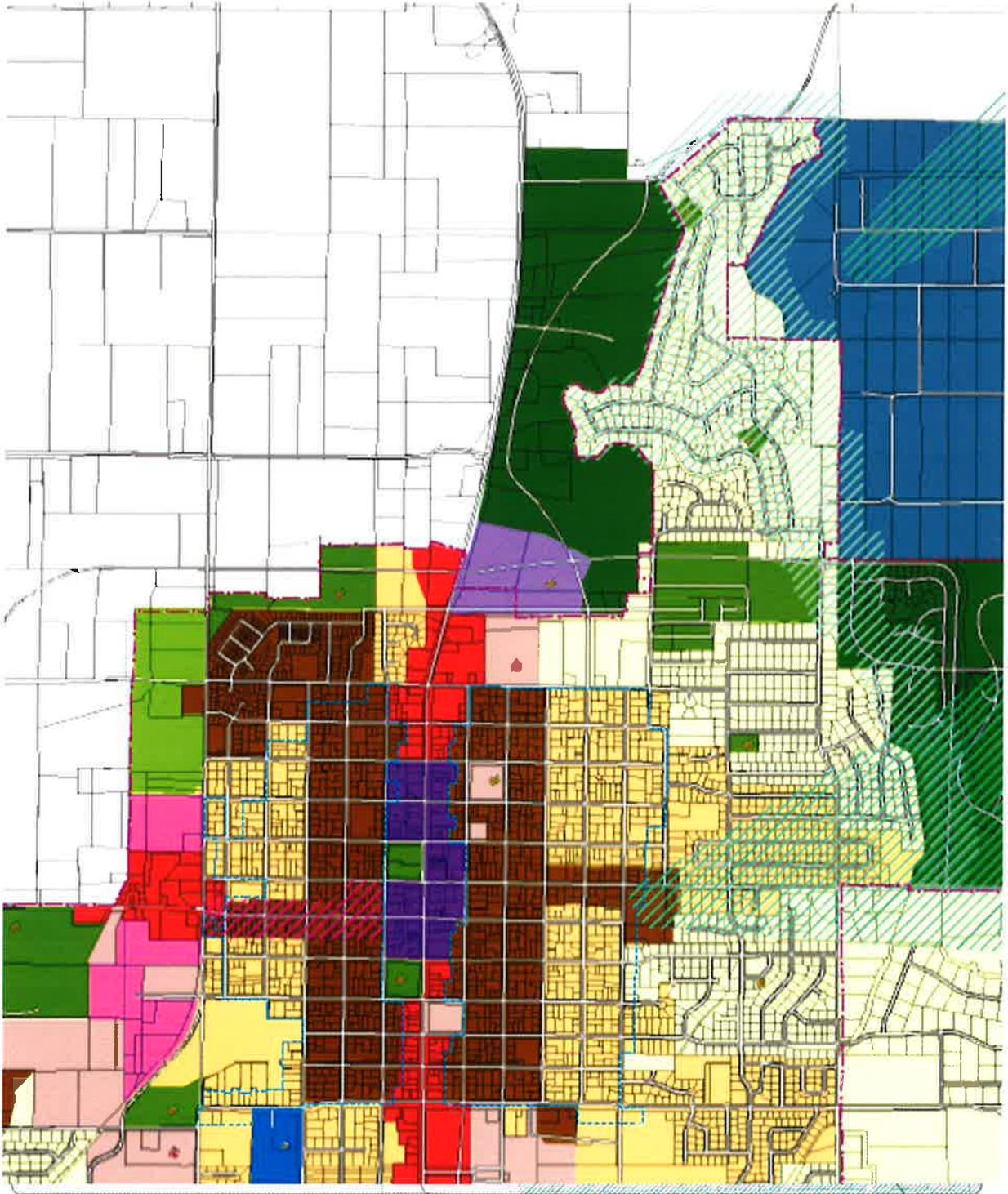
OWC-0748-1-032-035

OWC-0748-2-032-035

OWC-0751-0-032-035

OWC-0751-2-032-035

EXHIBIT D: GENERAL PLAN LAND USE MAP

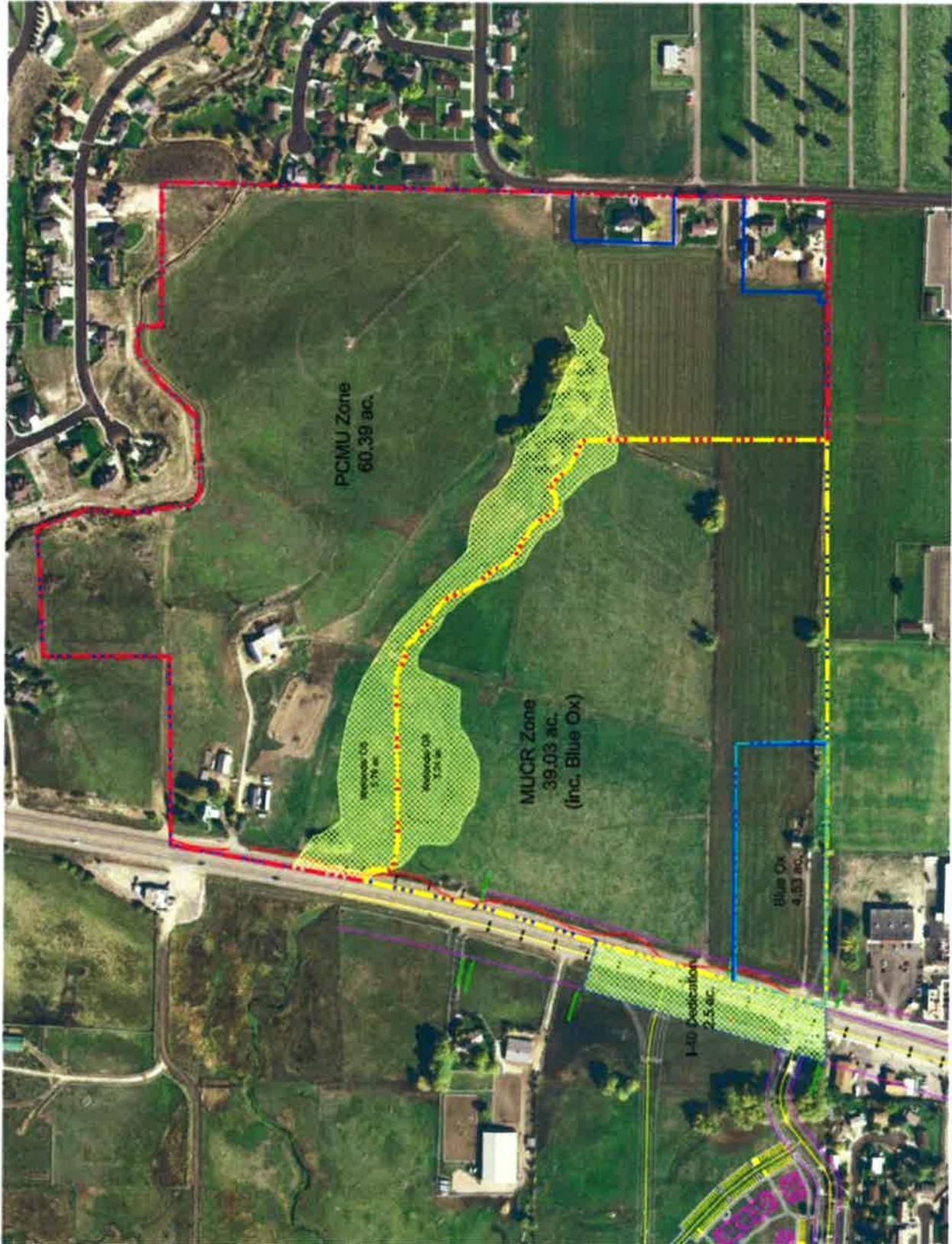


General Plan Land Use Map

Heber City, Utah
September 1, 2015

Industrial	Mixed Use	Low Density Residential	Current Boundary	Civic
Economic Development	Highway Commercial	Residential Agriculture	Infill Overlay District	Park/Future Park
Manufacturing & Business Pk	Downtown Commercial	RA-5 Residential Agriculture	RC Residential Commercial Overlay Zone	School
Research and Technology	High Density Residential	Planned Community	Drinking Water Source Protection	
Institutional	Moderate Density Residential	Open Space	Wildlife Protection Area	
			Sexually Oriented Business District	

EXHIBIT E: OPEN SPACE



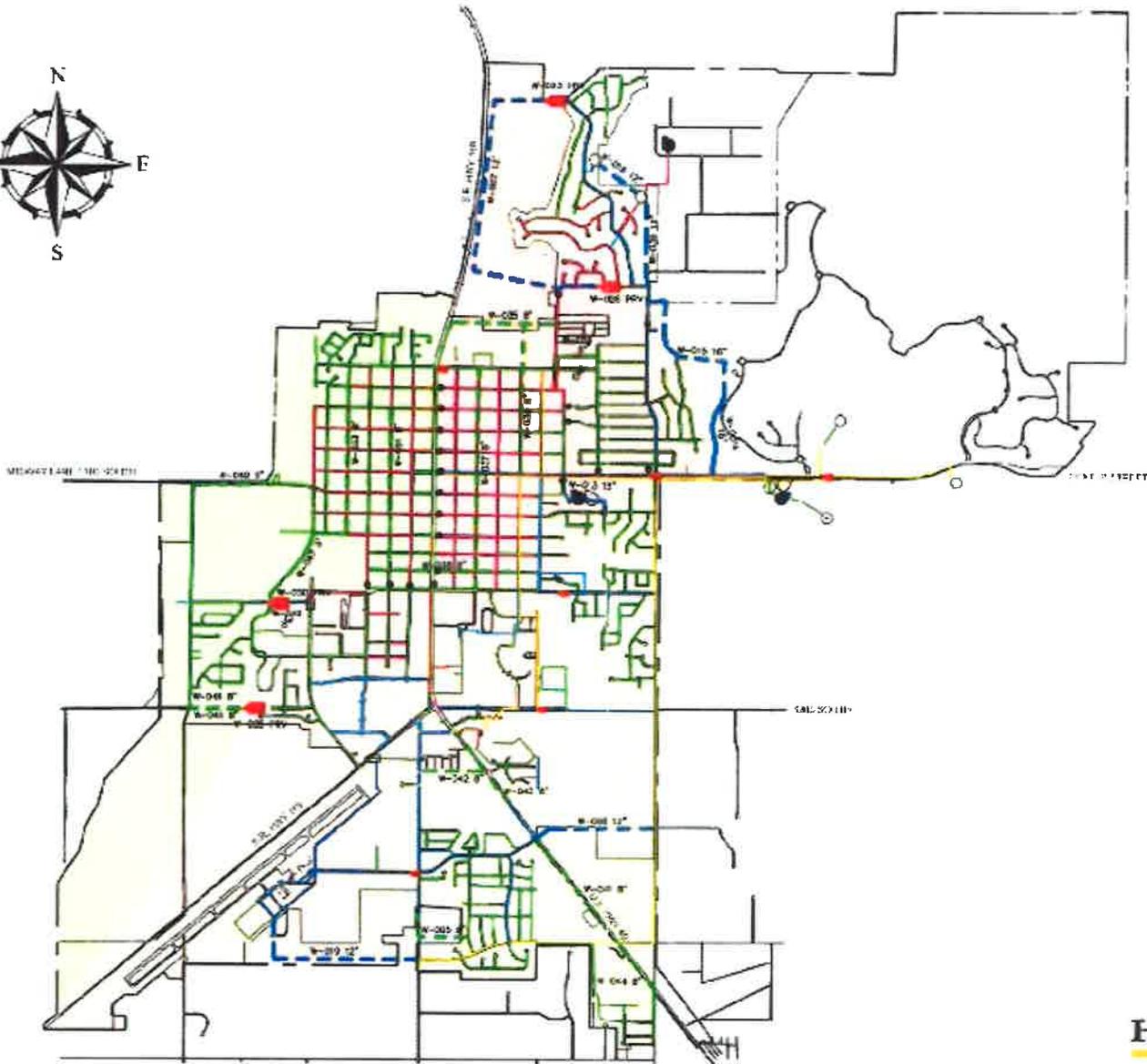
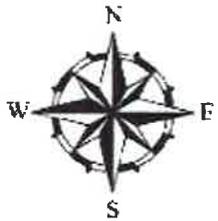


FIGURE 4-1
HEBER CITY
FUTURE CULINARY
WATER SYSTEM

LEGEND

- 12" HEAVY DUTY BREAKAWAY TRANSMISSION MAIN TO TOWN CENTER POWER PLANT
- POLYETHYLENE GLYCOL (PE) VALVE
- VALVE
- ACTIVE BOOSTER PUMP
- INACTIVE BOOSTER PUMP
- SPRING
- TOWER
- CLOSING VALVE

EXISTING WATER LINES

PIPE SIZE (INCH)	LINE COLOR
4"	Red
6"	Orange
8"	Yellow
10"	Light Green
12"	Green
14"	Dark Green
16"	Blue-Green
18"	Blue
20"	Dark Blue

FUTURE WATER LINES

PIPE SIZE (INCH)	LINE COLOR
12"	Blue
14"	Dark Blue
16"	Blue
18"	Dark Blue
20"	Blue
24"	Red

- EXISTING ZONING DISTRICTS
- CENTRAL ZONE (VAL HILLS, MOUNTAIN VIEW, SLOPE)
- WEST ZONE (SALSOBLEN, HWY 124)

EXHIBIT F: CULINARY WATER

EXHIBIT H.1: INTERSECTION ALIGNMENT



Mark Anderson

From: Douglas Hardy <douglasdhardy@gmail.com>
Sent: Tuesday, November 17, 2015 8:48 AM
To: jeffbcpa@gmail.com; hfranco@ci.heber.ut.us; rpatterson@ci.heber.ut.us;
kpotter@ci.heber.ut.us; erowland@ci.heber.ut.us; amcdonald@ci.heber.ut.us
Cc: manderson@ci.heber.ut.us
Subject: Bassett-Ritchie Annexation

Members of the Heber City Council:

Due to the fact that we will be out of town this Thursday evening when the public hearing is held concerning the proposed Bassett-Ritchie Annexation, we are writing to you to express our thoughts on this matter.

As owners of property that is adjacent to the proposed Bassett-Ritchie annexation, we have some concerns about the annexation and what affect it could possibly have on our property. Since building our home 21 years ago, we have enjoyed the peaceful atmosphere that is provided by the agricultural land behind our home. The open ground was a significant factor in why we chose this property, and it adds greatly to the value of our home.

We are concerned about what will be done with this annexation property once it is part of Heber City. Currently the land provides a significant amount of green space for the northeast section of Heber. We hope that this green space will not be lost to large development. Several months ago there were concerns expressed about property in the north fields that was proposed to be changed to allow development. Numerous letters were sent to *The Wave* stating the need to maintain the green space which is such a vital part of why we all love Heber Valley. In fact, several of those letters expressing support for maintaining our green spaces were written by Jim Ritchie, whose company owns half of the land proposed for annexation. We hope that Mr. Ritchie and his company feel the same need to protect this open space.

Our prime concern is how the land will be used. Will it be used in such a way that will not detract from the serene setting and value of our home and property? We understand that a portion of the property is planned to have a new Smith's grocery store with some addition commercial development. Will the open space be maintained? While we respect the right of the property owners to use their land, it is our desire to see that the property be used in such a way that will not detract from what is now peaceful agricultural land.

We appreciate your time in reading our thoughts, and we thank you for your service to our city.

Doug and Cheryl Hardy
555 E. Willow Circle
Heber City

ORDINANCE 2015-29

AN ORDINANCE ANNEXING PROPERTY KNOWN AS THE BASSETT/RITCHIE ANNEXATION LOCATED BETWEEN HIGHWAY 40 AND 550 EAST FROM 750 NORTH TO 1300 NORTH ALONG HIGHWAY 40, HEBER CITY, WASATCH COUNTY, STATE OF UTAH.

BE IT ORDAINED BY THE CITY COUNCIL OF HEBER CITY, UTAH:

Section 1. That the 94.8 +/- acres, described in the attached Exhibit A of this Ordinance is hereby assigned to the MURCZ Mixed Use Residential Commercial Zone and PCMU Planned Community Mixed Use Zone as identified on Exhibit B, consistent with the Heber City General Plan, County of Wasatch, State of Utah.

Section 2. This Ordinance shall take effect and be in force from and after (a) its adoption, (b) a copy has been deposited in the office of the City Recorder, (c) a short summary of it has been published in the Wasatch Wave or a complete copy has been posted in three public places within Heber City, (d) the execution and recording of an annexation Agreement and Covenant Running With the Land in substantially the form attached hereto as Exhibit B, and (e) the respective changes have been properly noted and attested to in the official zone map as required per Section 18.20.010 of the Heber City Municipal Code.

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:

Alan McDonald, Mayor

ATTEST:

RECORDER
(Seal)

Date of First Publishing: _____

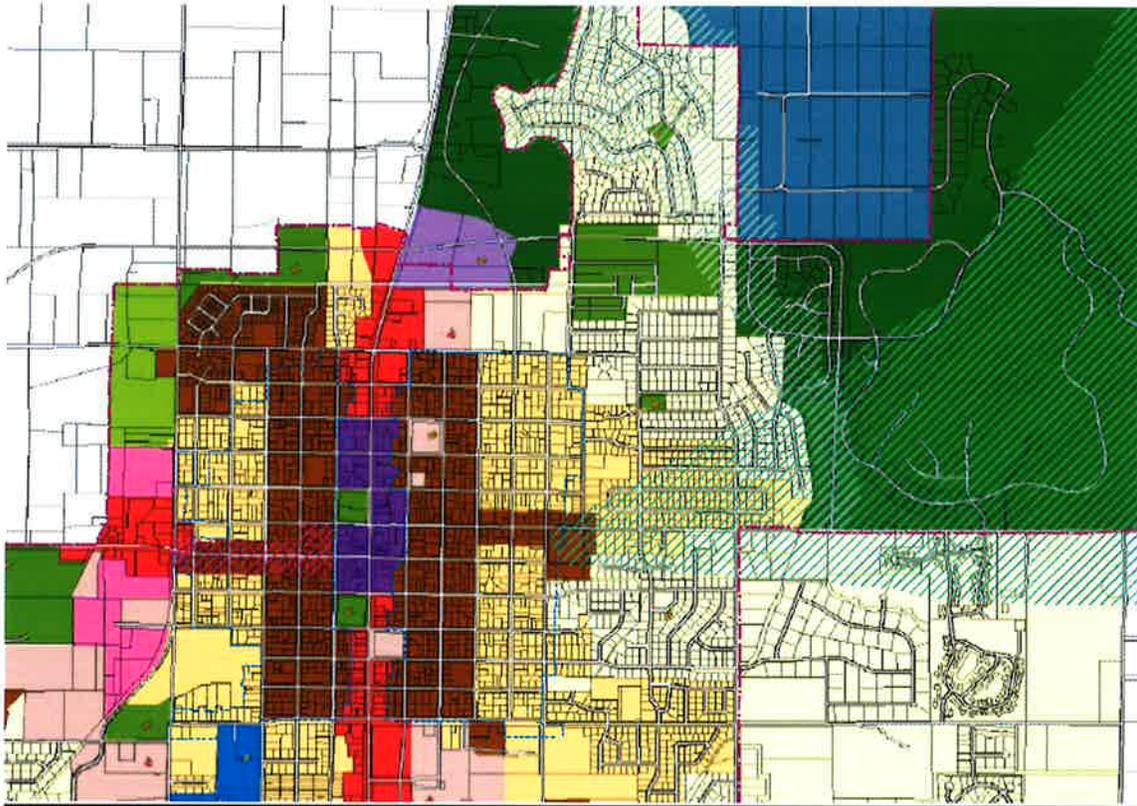
Exhibit A: Boundary Description

BEGINNING AT A POINT THAT LIES NORTH 5.20 FEET AND WEST 2.64 FEET FROM THE NORTH ONE QUARTER CORNER FOR SECTION 32, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE;

SOUTH 89°59'19" EAST A DISTANCE OF 425.61 FEET; THENCE SOUTH 01°20'44" WEST A DISTANCE OF 1,216.79 FEET; THENCE NORTH 89°59'43" WEST A DISTANCE OF 139.99 FEET; THENCE SOUTH 01°17'35" WEST A DISTANCE OF 299.40 FEET; THENCE SOUTH 89°43'39" EAST A DISTANCE OF 141.57 FEET; THENCE SOUTH 01°27'56" WEST A DISTANCE OF 208.95 FEET; THENCE NORTH 89°29'38" WEST A DISTANCE OF 275.66 FEET; THENCE SOUTH 00°30'22" WEST A DISTANCE OF 223.80 FEET; THENCE SOUTH 88°58'19" WEST A DISTANCE OF 30.47 FEET; THENCE SOUTH 02°00'17" WEST A DISTANCE OF 26.66 FEET; THENCE SOUTH 89°59'59" WEST A DISTANCE OF 1,301.68 FEET; THENCE NORTH 00°00'01" WEST A DISTANCE OF 267.28 FEET; THENCE NORTH 89°23'37" WEST A DISTANCE OF 698.64 FEET; THENCE SOUTH 16°27'04" WEST A DISTANCE OF 286.41 FEET; THENCE SOUTH 89°59'59" WEST A DISTANCE OF 160.15 FEET; THENCE NORTH 16°42'39" EAST A DISTANCE OF 750.30 FEET; THENCE SOUTH 73°24'18" EAST A DISTANCE OF 147.88 FEET; THENCE NORTH 16°26'11" EAST A DISTANCE OF 358.00 FEET; THENCE NORTH 12°22'14" EAST A DISTANCE OF 340.07 FEET; THENCE NORTH 10°19'20" EAST A DISTANCE OF 597.30 FEET; THENCE NORTH 89°20'00" EAST A DISTANCE OF 555.42 FEET; THENCE NORTH 00°00'00" EAST A DISTANCE OF 369.97 FEET; THENCE NORTH 87°00'00" EAST A DISTANCE OF 378.98 FEET; THENCE SOUTH 20°34'18" EAST A DISTANCE OF 154.88 FEET; THENCE SOUTH 04°15'16" WEST A DISTANCE OF 104.47 FEET; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 48.68 FEET; THENCE SOUTH 09°36'30" EAST A DISTANCE OF 71.00 FEET; THENCE SOUTH 05°56'46" EAST A DISTANCE OF 88.20 FEET; THENCE SOUTH 58°00'00" EAST A DISTANCE OF 40.00 FEET; THENCE NORTH 88°00'00" EAST A DISTANCE OF 70.00 FEET; THENCE NORTH 86°37'35" EAST A DISTANCE OF 157.74 FEET; THENCE NORTH 42°36'42" EAST A DISTANCE OF 138.05 FEET; THENCE NORTH 54°29'26" EAST A DISTANCE OF 126.13 FEET; THENCE SOUTH 89°24'10" EAST A DISTANCE OF 69.07 FEET; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 71.00 FEET TO TO THE POINT OF BEGINNING.

PARCEL CONTAINS 4,128,350.90 SQUARE FEET OR 94.774 ACRES.

Exhibit B: General Plan



General Plan Land Use Map

Heber City, Utah
September 1, 2015

Industrial	Mixed Use	Low Density Residential	Current Boundary	Civic
Economic Development	Highway Commercial	Residential Agriculture	Infill Overlay District	Park/Future Park
Manufacturing & Business PK	Downtown Commercial	RA-5 Residential Agriculture	RC Residential Commercial Overlay Zone	School
Research and Technology	High Density Residential	Planned Community	Drinking Water Source Protection	
Institutional	Moderate Density Residential	Open Space	Hillside Protection Area	
			Sexuality Oriented Business District	

Exhibit C: Annexation Agreement

TAB 4

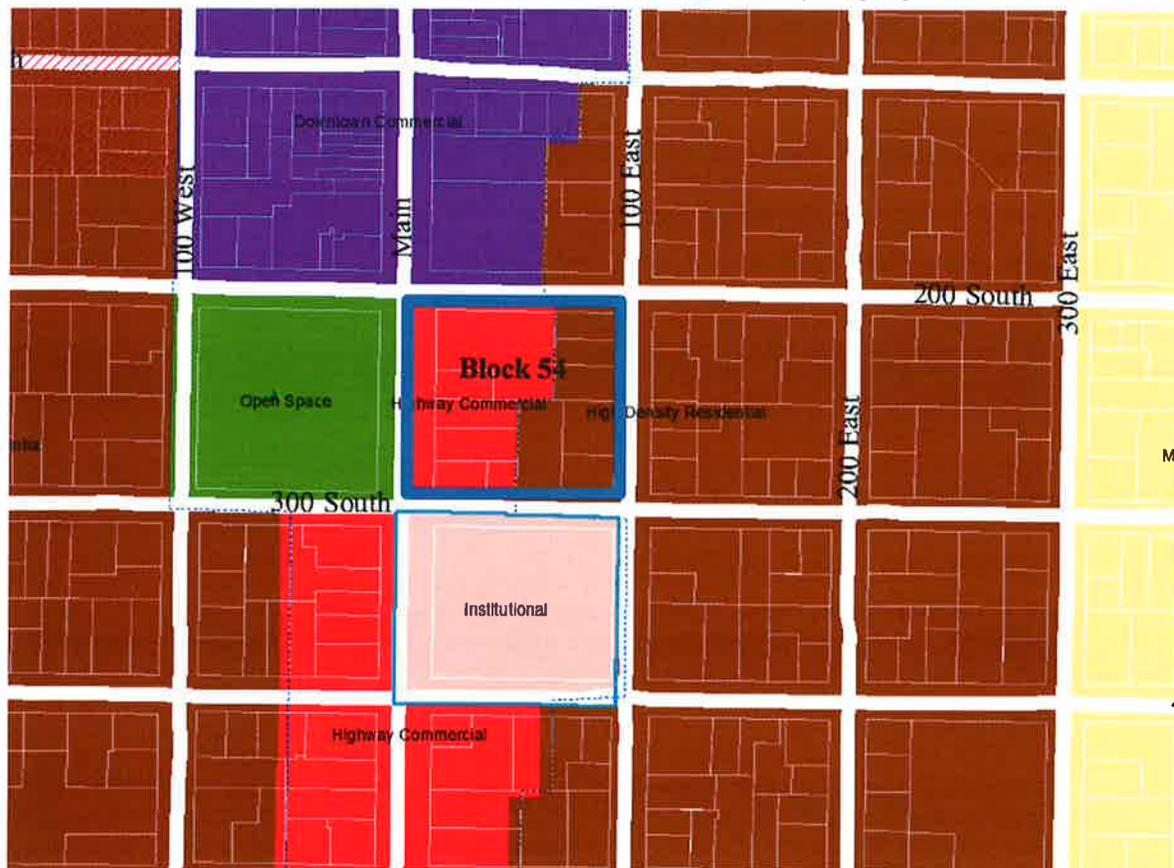
Heber City Council
Meeting date: July 16, 2015
Report by: Anthony L. Kohler

Re: General Plan Amendment to change future land use of Block 54 to commercial

The petitioner is proposing to amend the General Plan Land Use Map to change the future land use designation of Block 54 to Highway Commercial; Block 54 is located between 200 South and 300 South and Main Street and 100 East. The current General Plan Map designates the eastern properties on the block as a residential land use.

On June 25, 2015, the Planning Commission held a public hearing to consider the request. Several neighbors attended the public hearing. The primary concern of the neighbors was property taxes; they were concerned that their property taxes would go up as a result of the proposed amendment. The proposed map amendment does not change zoning designations. It only changes the future land use designation on the General Plan. Their properties will remain zoned R-3 Residential and will be subject to residential property taxes. The Planning Commission recommended approval of the proposed Land Use Amendment to the General Plan, changing the future land use designation from High Density Residential to Highway Commercial.

General Plan Land Use Amendment



ORDINANCE NO. 2015-24

AN ORDINANCE AMENDING HEBER CITY'S GENERAL PLAN MAP DESIGNATING ALL OF BLOCK 54 AS FUTURE HIGHWAY COMMERCIAL

BE IT ORDAINED by the City Council of Heber City, Utah, that the Block 54 be designated as Highway Commercial as shown in Exhibit 1.

This Ordinance shall take effect and be in force from and after (a) its adoption, (b) a copy has been deposited in the office of the City Recorder and (c) a short summary of it has been published in the Wasatch Wave, but not prior to the _____ day of _____, 2015.

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:

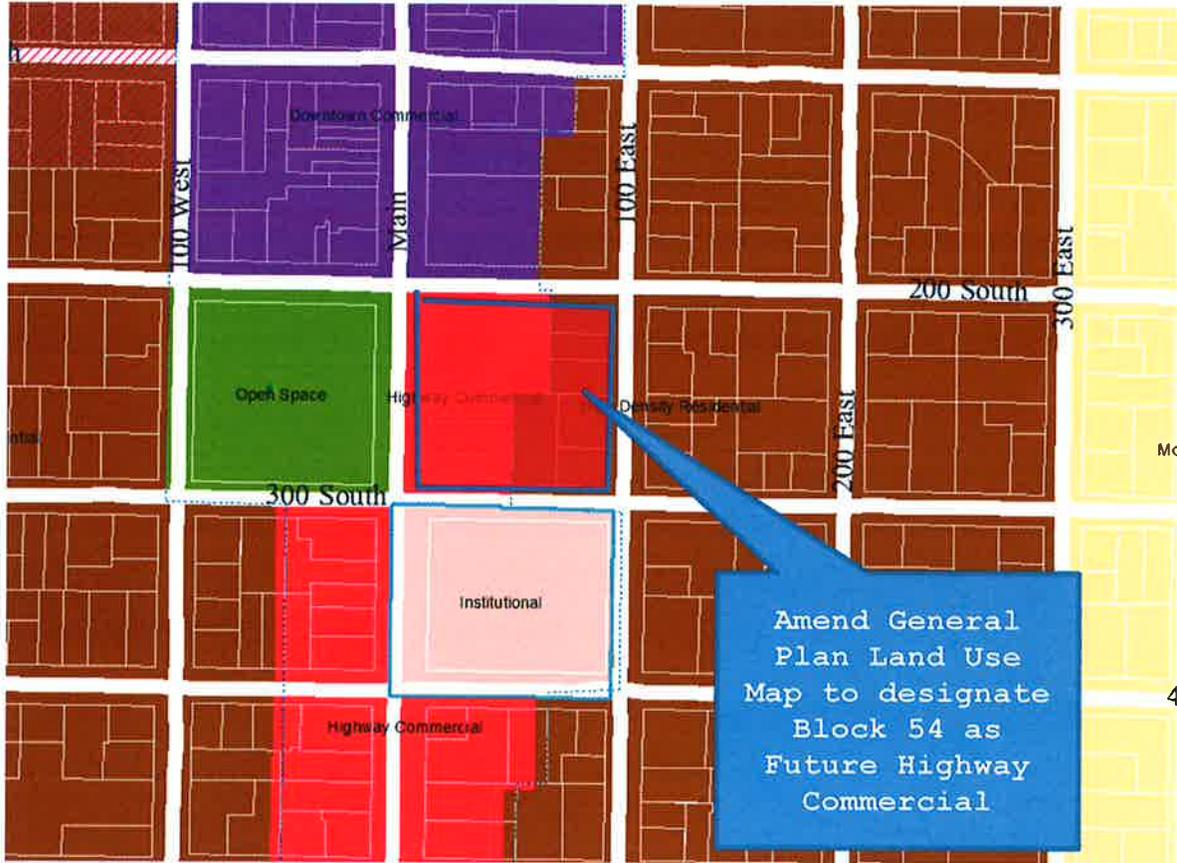
Mayor Alan W. McDonald

ATTEST:

RECORDER

Date of First Publishing: _____

EXHIBIT 1: GENERAL PLAN MAP AMENDMENT



TAB 5

Heber City Council
Meeting date: July 16, 2015
Report by: Anthony L. Kohler

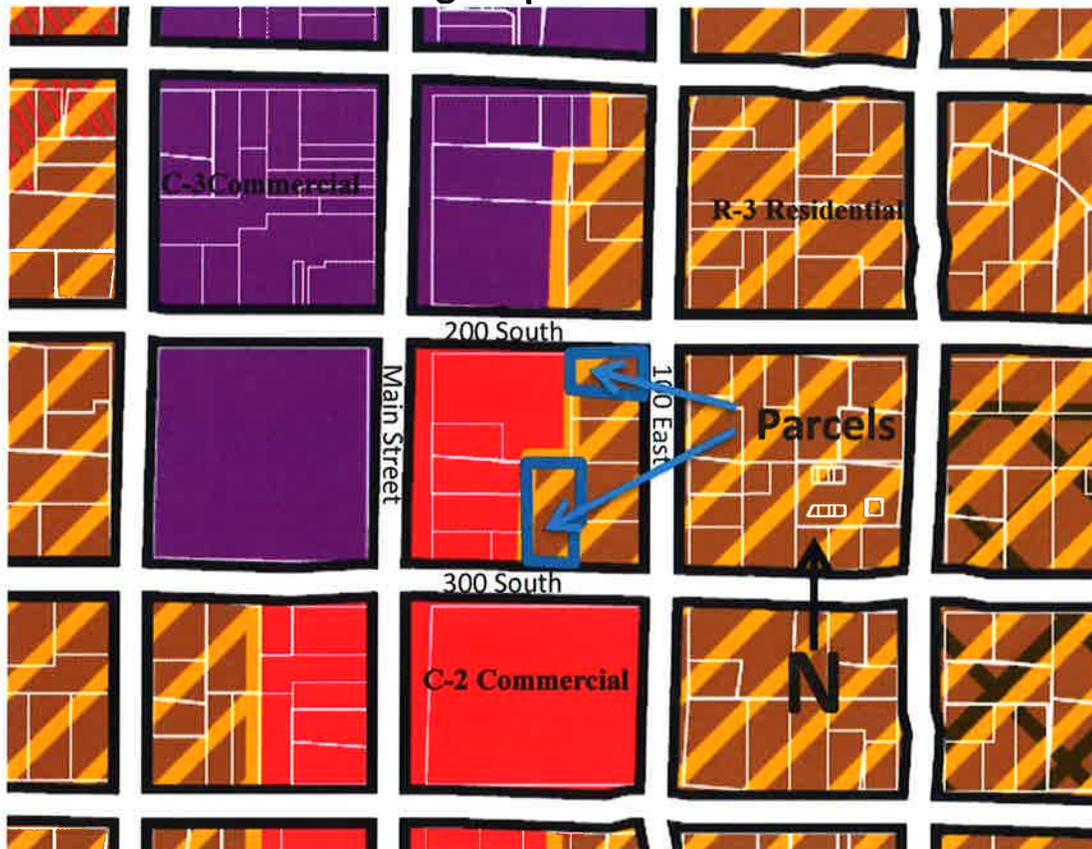
Re: Zone change from R-3 to C-2 for property located at 200 South 100 East and 55 East 300 South

The petitioner is proposing to change the zoning designation of his properties from R-3 Residential to C-2 Commercial. One property is located on the southwest corner of 200 South and 100 East, and the other is located at approximately 55 East 300 South.

The Planning Commission held a public hearing on June 25. Several neighbors attended the public hearing. The primary concern expressed was street lighting. The Planning Commission recommended approval, with a vote of 4 Ayes and 3 Nays, of the proposed zone change, conditional upon the petitioner altering the street lighting to not shine upon adjoining properties and to not shine into the sky.

The Council may consider asking the Petitioner to provide a lighting plan prior to considering altering the zone change, and not making the zone change effective until the lighting is fixed.

Zoning Map Amendment



ORDINANCE NO. 2015-25

AN ORDINANCE AMENDING HEBER CITY'S ZONING MAP FOR PROPERTY LOCATED AT THE SOUTHWEST CORNER OF 200 SOUTH AND 100 EAST AND APPROXIMATELY 55 EAST 300 SOUTH

BE IT ORDAINED by the City Council of Heber City, Utah, that the properties described within Exhibit 2 be rezoned from R-3 Residential to C-2 Commercial as shown on Exhibit 1.

This Ordinance shall take effect and be in force from and after (a) its adoption, (b) a copy has been deposited in the office of the City Recorder and (c) a short summary of it has been published in the Wasatch Wave, but not prior to the _____ day of _____, 2015.

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

Date of First Publishing: _____

EXHIBIT 1: ZONE MAP AMENDMENT

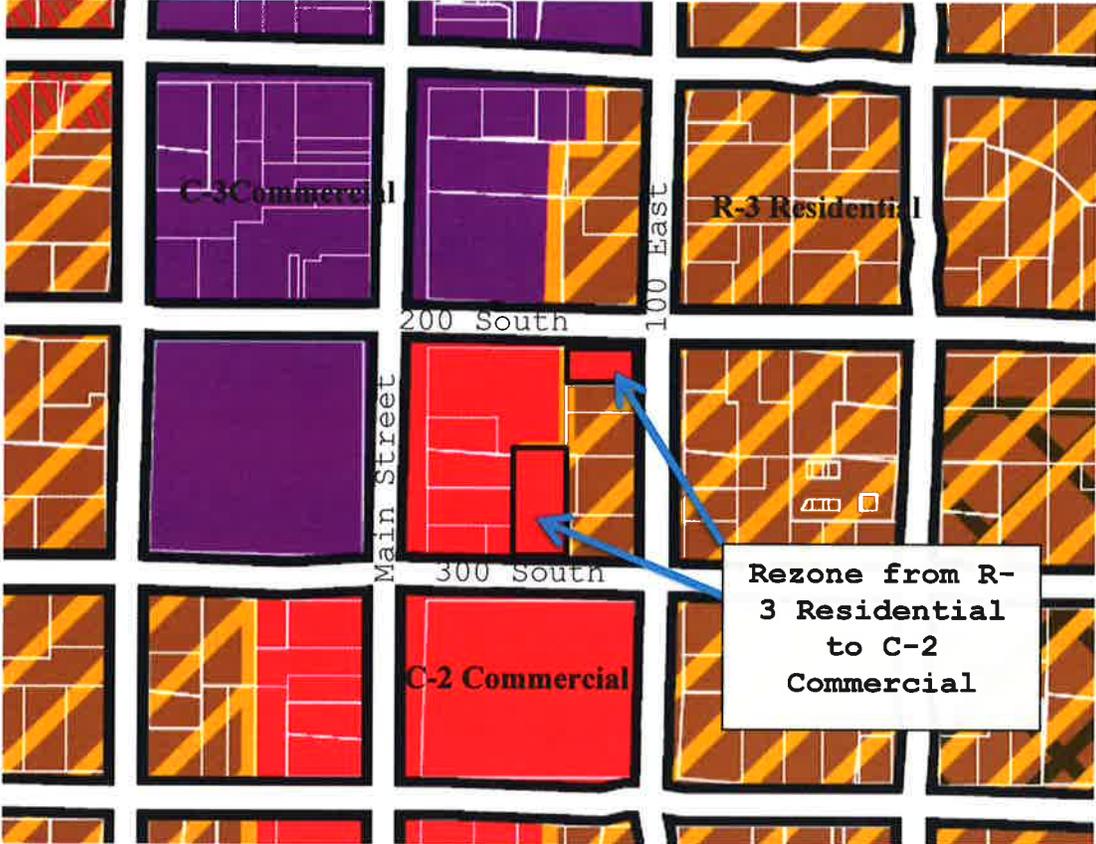


EXHIBIT 2: LEGAL DESCRIPTION

Property Tax Serial Number: OHE-0296-0-054-045

**BEGINNING AT THE NORTHEAST CORNER OF LOT 4, BLOCK 54, HEBER CITY SURVEY;
THENCE SOUTH 0°48' WEST 69.33 FEET; THENCE NORTH 88°58' WEST 135 FEET; THENCE
NORTH 0°48' EAST 69.33 FEET; TO THE NORTH LINE OF SAID BLOCK 54; THENCE SOUTH
88°50' EAST ALONG THE NORTH LINE OF SAID BLOCK 54 FOR 135 FEET TO THE POINT OF
BEGINNING.**

Property Tax Serial Number: OHE-0285-0-054-045

**BEGINNING N.88 DEG 58'W.123FT FROM SE. CORNER BLOCK 54 HEBER
CITY SURVEY; N.88 DEG 58'W.91.50FT; N.00 DEG 48'E.198.33FT; S.88
DEG 58'E.99FT; S.00 DEG 48'W.114.08FT; N.88 DEG 58'W.7.50FT;
S.00 DEG 48'W.84.25FT TO THE BEGINNING. AREA: 0.4363 ACRES**

TAB 6

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

Tab 7

SUMMARY OF CAPITAL IMPROVEMENT PROJECTS

Jurisdiction: Heber City

Date: October 27, 2015

SHORT TERM (1 YEAR)

RANK	PROJECT DESCRIPTION	TOTAL EST. COST	EST. START DATE	REVENUE SOURCES/ AMOUNTS	RESP DEPT
1	500 South Waterline, Main to 400 East (W056) (Funded project in design)	\$355,043	2016	CDBG, Local Funds	Eng.
2	600 South, Main to 500 East Road Improvements (Funded project in design)	\$1,300,000	2016	Small Urban, Local	Eng.
3	1200 East widening from Center Street to 1200 South (T040) (Funded project in design)	\$1,400,000	2016	Small Urban, Local, Private	Eng.
4	ADA Improvements to existing public facilities in Eagle Park, City Hall, and Social Hall, addressing issues identified in 2014 ADA Compliance Analysis (i.e. signage, railings, thresholds, doors, door knobs, counter height, ramp grades, carpet edges)	\$40,000	2016	Local Funds, CDBG	Eng.
5	100 East ADA Ramps	\$100,000	2016	CDBG, Local Funds	Eng.
6	600 West Sidewalk- 910 South to 1000 South (T061)	\$20,000	2016	CDBG, Local Funds	Eng.
7	2400 South Connection from Highway 40 to 500 East	\$480,000	2016	Private, School District, Local Funds	Eng.
8	Airport Land Purchase	\$1,450,000	2016	FAA, Local Funds	Eng.
9	16 inch Waterline from Center Street to 800 North (W014)	\$518,587	2016	Private, Local Funds	Eng.
10	16 Inch Waterline from 800 North to 1300 East to Mill Road (W015)	\$47,947	2016	Private, Impact Fees, Local Funds	Eng.
11	Cemetery Niche	\$30,000	2016	Local Funds	Eng.

MEDIUM TERM (5 YEAR)

RANK	PROJECT DESCRIPTION	TOTAL EST. COST	ESTIMATED START DATE	REVENUE SOURCES/ AMOUNTS	RESP DEPT
1	Bypass connection Hwy 40 to Daniel Rd	\$2,000,000	2017	Private, Local Funds	Eng.
2	500 N to 700 N Main Street Waterline	\$209,000	2017	Water Fund	Eng.
3	400 S to 550 S Main Street Waterline	\$160,000	2017	Water Fund	Eng.
4	Public Works Building Addition	\$3,000,000	2017	Local Funds, CIB	Eng.
5	Eastern Bypass connecting 900 North Highway 40 to 1500 East Center Street	\$3,000,000	2017	Private, Local Funds	Eng.
6	Roof On Social Hall	\$500,000	2017	CIB, CDBG, General Fund, CLG, NTHP, FEMA	Eng.
7	Airport- Master Plan Update	\$300,000	2017	FAA, Local Funds	Eng.
8	Upgrade fire hydrants in downtown area (W056)	\$180,000	2018	CDBG, Local Funds	Eng.
9	Sidewalk & ADA ramps along south side of Center Street from 100 E to 600 E (T061)	\$100,000	2018	CDBG, Local, Private, General Fund	Eng.
10	Upgrade waterlines and fire hydrants between 100 West & Main Street on 100 North (W056)	\$78,000	2018	Private and Local Funds	Eng.
11	600 West Waterline, 200 North to 300 North (W056)	\$166,000	2018	CDBG, Local Funds	Eng.
12	100 West Curb Gutter & Sidewalk (T061)	\$450,000	2019	Local Funds, CDBG	Eng.
13	910 S. Sidewalk from 100 West to 600 West (T061)	\$80,000	2019	CDBG, Local Funds	Eng.
14	8 Inch 400 East Waterline, 500 N. to Center (W056)	\$250,000	2020	CDBG, Local Funds	Eng.
15	10 inch sewer from 1200 South to East Airport Road (S004)	\$179,617	2020	Private, Local Funds, Impact Fees	Eng.
16	Connect 500 East from 1200 South to East Airport Road (T029)	\$648,125	2020	Private, Local Funds, Impact Fees	Eng.
17	Install Pressurized Irrigation	\$7,200,000	2020	CUP, Bonds	Eng.

LONG TERM (5-10 YEARS)

RANK	PROJECT DESCRIPTION	TOTAL EST. COST	ESTIMATED START DATE	REVENUE SOURCES/ AMOUNTS	RESP DEPT
1	8 inch Waterline on 200 East from 500 North to 600 South (W056)	\$784,000	2021	Local Funds, CDBG	Eng.
2	Curb, Gutter & Sidewalk Around the City Park (opposite side of the street) (T061)	\$60,000	2021	Local Funds, CDBG	Eng.
3	8 inch Waterline on 200 West from 300 N. to 200 South (W056)	\$372,000	2021	Local Funds, CDBG	Eng.
4	8 inch Waterline on 400 West from 400 North to 300 South (W056)	\$552,000	2021	Local Funds, CDBG	Eng.
5	Connect 500 East from 600 South to 800 South	\$500,000	2021	Local Funds, CDBG	Eng.
6	New City Office Building	\$5,000,000	2022	Local, CDBG, CIB, Bonds	Eng.
7	Realign 2400 South and 1200 East Intersections with Highway 40	\$1,000,000	2025	Private, UDOT, Local Funds, CIB	Eng.
8	Western Truck Route	\$100,000,000	2025	Private, UDOT, City, County, CIB	Eng.

NEEDS AND PRIORITIES

IDENTIFIED NEED	COST	SOURCE	PRIORITY	START
500 South Waterline, Main to 400 East (W056) (Project funded and in design)	\$355,043	CDBG, Local Funds	1	2016
600 South, Main to 500 E. Road Improvements (Project funded and in design)	\$1,000,000	Small Urban, Local	2	2016
1200 East widening from Center Street to 1200 South (T040) (project funded and in design)	\$2,200,000	Small Urban, Local, Private	3	2016

ADA Improvements to existing public facilities in Eagle Park, City Hall, and Social Hall, addressing issues identified in 2014 ADA Compliance Analysis (i.e. signage, railings, thresholds, doors, door knobs, counter height, ramp grades, carpet edges)	\$40,000	Local Funds, CDBG	4	2016
100 East ADA Ramps	\$100,000	CDBG, Local Funds	5	2016
600 West Sidewalk- 910 South to 1000 South (T061)	\$20,000	CDBG, Local Funds	6	2016
Public Works Addition	\$3,000,000	Local Funds, CIB	7	2017
Cemetery Niche	\$30,000	Local Funds	8	2016
Roof On Social Hall	\$500,000	CIB, CDBG, General Fund, CLG, NTHP, FEMA	9	2017
600 West Waterline, 200 N. to 300 N. (W056)	\$166,000	CDBG, Local Funds	10	2017
Western Truck Route	\$100,000,000	Private, UDOT, City, County, CIB	11	2025

CIB PRIORITIES

PRIORITY	IDENTIFIED NEED	COST	SOURCE	CIB REQUEST	SUBMIT
2	Public Works Addition	\$3,000,000	Local, CIB	Grant	2017
1	Roof On Social Hall	\$500,000	CIB, CDBG, General Fund, CLG, NTHP, FEMA	Loan	2017
3	New City Office Building	\$5,000,000	Local, CDBG, CIB, Bonds	Loan	2022
4	Western Truck Route	\$100,000,000	Private, UDOT, City, County, CIB	Grant	2025

Tab 8

Scott and Cori Ann Sweat
955 Bronson Circle
Heber City, UT 84032

November 17, 2015

Heber City Council
Jeff Bradshaw
Heidi Franco
Robert Patterson
Kelleen Potter
Erik Rowland
Mayor
Alan McDonald
75 North Main Street
Heber City, Utah 84032

RE: Valley Station Proposal/MURCZ zone amendment request

Dear Council Members,

Thank you for allowing me to comment at the Council work meeting on November 5. At that meeting, I tried to be both brief and thorough and ended up giving a shotgun type statement that didn't cover any topic overly well. Consequently, I wanted to take a moment and discuss a couple of my concerns. As you will recall, my wife and I own the property across the fence to the North of this proposed development.

Heber city has adopted Heber City Code section 18.42.100 I to create transitions zones between high density and low density housing in order to allow for high density housing to be developed, but not at the expense of already existing lower density homes.

This code section is part of the overall system of City ordinances which create a development scheme for the orderly development of the city. These code provisions are intended to create a balance between rights of a developer, rights of adjacent landowners, and further the vision of city residents for the community in which they live. A developer must meet all of the requirements for any given zone to get a development approved. One code provision may allow high density (such as 20 units per acre) but such density may only be achieved if the development also complies with other code provisions of the zone.

In this case, the developer is aware of all these issues. He is aware that under the current city code, he cannot build the product he desires because it violates the transition code requirement. He is asking you to change a fundamental provision of your code for him. He is asking you to favor his property over his neighbors property by taking away the exact code section intended to

create that balance of protection between his property and his neighbors. If you were to make the code amendment, you would allow him to increase the value of his property while devaluing the existing adjacent properties.

This is not the only viable use for this property. To the east of this property exist some duplex housing. Additional duplex housing would make a consistent housing product along that road, give some increased density, serve as workforce housing and meet the transition code requirements; even with a commercial pad at the west end. Such a development, though perhaps not as profitable for a developer, would still meet the goals of the City and not create such a negative impact for the existing neighbors across the fence to the north.

All around this zone, except for this lot, the existing single family homes are buffered by a road. Here the developer is offering a ten foot strip of property between 40 families in three story buildings and our back yard. As a practical matter, that is a non-existent buffer.

In asking you to make the code amendment the developer is asking you to value his development over the existing homes of us and our neighbors.

We would respectfully request that the Council deny the developer's request to amend the City Code and suggest that he look at alternative development options which meet the current city code.

Sincerely,



Scott H Sweat



Cori Ann Sweat

ORDINANCE NO. 2015-30

AN ORDINANCE AMENDING CHAPTER 18.42 MURCZ MIXED USE RESIDENTIAL COMMERCIAL ZONE OF THE HEBER CITY MUNICIPAL CODE.

BE IT ORDAINED by the City Council of Heber City, Utah, that Section 18.42.040 B., *Building Setbacks*, of the Heber City Municipal Code is **amended** to read as follows:

Section 18.42.040 B. Building Setbacks

B. Building Setbacks.

1. In the Mixed-Use Residential Commercial Zone, there shall be no area and width requirements. All commercial, service buildings and structures, gasoline pumps, and all buildings and structures shall be setback at least ten feet from any public street property line.

2. Residential buildings which have parking areas accessed from the rear of the building shall have minimum front street and side street property line setbacks of at least ~~15~~10 feet, as measured from any public street property line, as long as the street meets the adopted street standard width for a public street. All other residential buildings shall be located at least 30 feet from any public street property line, unless a larger setback is required elsewhere in this Chapter. Buildings located in Residential Transition areas shall be subject to the setbacks as specified in Section 18.42.100.

BE IT ORDAINED by the City Council of Heber City, Utah, that Section 18.42.100 I., *Residential Transition*, of the Heber City Municipal Code is **amended** to read as follows:

Section 18.42.100 I. Residential Transition

~~I. **Residential Transition.** Residential buildings within the MURCZ which are located directly across the street from, or which directly abut existing residential development, shall have a housing product that is designed to appear like a single family dwelling. This residential transition area shall be confined to residential uses only.~~

~~1. Residential buildings within the residential transition area shall not exceed 35 (thirty-five) feet in height, measured from grade to the highest point of the building, excluding chimneys and antenna. In lieu of this height limitation, any building constructed taller than 35 feet shall be setback its distance in height from the public street~~

~~property line or existing residential development property line.~~

~~2. Residential buildings within the residential transition area shall be setback 30 feet from a public street property line and 20 feet from any side or rear property lines which abut existing residential development, and shall include a four (4) foot tall berm, landscaped with lawn and evergreen and deciduous trees and shrubs. The berm shall contain at least one tree and/or shrub per 10 feet of public street frontage or property line length, placed as deemed appropriate by a landscape architect.~~

I. Residential Transition Area. It is intended that land within the MURCZ that is adjacent to existing single family home subdivisions that are located within a residential zoning district be developed in a manner that is compatible with the existing single family home development.

1. Land in the MURCZ located directly across the street from existing single family homes within a residential zone shall be developed with single family homes at similar densities to that existing development.

2. Land in the MURCZ sharing a property line with existing single family homes located within a residential zone shall be developed as follows:

a. The uses on the property should primarily be constrained to a residential use.

b. When such areas include multi-family uses and/or commercial uses:

(1) Provide a landscape strip of at least 8 feet in width along the residential property line, planted with a mixture of evergreen and deciduous trees and shrubs, spaced for screening purposes as deemed appropriate by the Planning Department;

(2) Provide a sight obscuring fence; and

(3) Buildings be limited to 35 (thirty-five) feet in height, measured from finished grade to the highest point of the building, excluding chimneys and antenna.

This Ordinance shall take effect and be in force from and after (a) its adoption, (b) a copy has been deposited in the office of the City Recorder and (c) a short summary of it has been published in the Wasatch Wave, but not prior to the _____ day of _____, 2015.

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:

_____ Date: _____

RECORDER

Date of First Recording: _____

Re: MURCZ Amendment

The city has received an application for mixed-use residential-commercial buildings at 300 West 1000 South. The buildings contain two and three bedroom apartments within 2.5 story buildings, with a commercial/retail space at the street corner. This is a permitted use in the MURCZ Zone. The proposed code amendment relates to this proposed building(s).

Setback

The purpose of the setback amendment is to bring the building forward towards the street to have a better street presence for the building(s) and to provide a larger setback to the rear property line for the existing single family dwellings to the north.

Residential Transition Area

The purpose for the amendment regarding the Residential Transition Area is to clarify what the city is trying to do with the Residential Transition Area. When the MURCZ was drafted, it was the intent to soften future land uses in the MURCZ near the existing residential developments along 600 West and 1000 South with a lower permitted building height (35 feet), enhanced landscaping, and residential land uses.

The development being considered is consistent with this intent, with a proposed building height of 35 feet or less, landscaping along the single family dwelling property lines, and primarily being a residential use. The code states that new buildings should resemble single family dwellings, which is difficult to accomplish for the proposed use. This property is not a prime area for single family dwellings because it faces the back of Walmart and the street has enough traffic that several single family dwelling driveways would be inappropriate for the higher traffic volume street. The property is also not prime commercial property, as it is off the beaten path, and a commercial strip at this location would be incompatible with the intent of the Residential Transition Area having primarily residential uses adjoining existing single family home developments.

The corner of 300 West 1000 South has significant traffic volumes in both directions and a small commercial use on the corner would be compatible with this location. The code currently requires a 4 foot tall berm against the property line. However, a 4 foot tall landscaped berm would permit persons to stand on the berm and peer into the rear yards of existing homes.

RECOMMENDATION

On October 22, 2015 the Planning Commission held a public hearing to consider a proposed amendment to the MURCZ Zone and unanimously recommended approval. The proposed amendment 1) clarifies the intent and requirements of the residential transition area in the MURCZ; and 2) amends the front setback from 15 feet to 10 feet.

The Planning Commission's recommendation is shown on page 2. As staff and Legal Counsel reviewed this subsequent to the Planning Commission's review, it is apparent that some of the language could be improved for the purpose of clarity. On page 3 is a suggestion for how that language might be improved. The City Council has the following options:

- 1) **Accept the recommendation** as submitted by the Planning Commission;
- 2) **Modify the recommendation** as shown on page 3 or as otherwise determined appropriate by the Council;
- 3) **Reject the recommendation** in part or in whole; or
- 4) **Refer the recommendation** back to the Planning Commission for additional review and/or modifications.

The purpose of the November 5, 2015 work meeting discussion is to obtain direction from the Council on the proposed amendment.

1 **Planning Commission Recommendation for Amendment to Chapter 18.42 of Heber City Code (MURCZ)**
2

3 **Section 18.42.040 B. Building Setbacks**
4

5 **B. Building Setbacks.**

6 1. In the Mixed-Use Residential Commercial Zone, there shall be no area and width
7 requirements. All commercial, service buildings and structures, gasoline pumps, and all buildings and structures
8 shall be setback at least ten feet from any public street property line.

9 2. Residential buildings which have parking areas accessed from the rear of the building
10 shall have minimum front street and side street property line setbacks of at least ~~15-10~~ feet, as measured from any
11 public street property line, as long as the street meets the adopted street standard width for a public street. All other
12 residential buildings shall be located at least 30 feet from any public street property line, unless a larger setback is
13 required elsewhere in this Chapter. Buildings located in Residential Transition areas shall be subject to the setbacks
14 as specified in Section 18.42.100.
15

16 **Section 18.42.100 I. Residential Transition**

17 I. **Residential Transition.** ~~Residential buildings within the MURCZ which are located directly across the~~
18 ~~street from, or which directly abut existing residential development, shall have a housing product that is designed to~~
19 ~~appear like a single family dwelling. This residential transition area shall be confined to residential uses only. The~~
20 ~~Residential Transition Area includes the area within the MURCZ which is located directly across the street from~~
21 ~~existing single family dwellings that are located outside of the MURCZ Zoning District and face that street. New~~
22 ~~buildings within this area should have similar setback and densities to the existing residential development across~~
23 ~~the street. This residential transition area should primarily be constrained to residential uses.~~

24 1. Residential buildings within the residential transition area shall not exceed 35 (thirty-
25 five) feet in height, measured from grade to the highest point of the building, excluding chimneys and antenna. In
26 lieu of this height limitation, any building constructed taller than 35 feet shall be setback its distance in height from
27 the public street property line or existing residential-development property line.

28 2. ~~Residential buildings within the residential transition area shall be setback 30 feet from a~~
29 ~~public street property line and 20 feet from any side or rear property lines which abut existing residential~~
30 ~~development, and shall include a four (4) foot tall berm, landscaped with lawn and evergreen and deciduous trees~~
31 ~~and shrubs. The berm shall contain at least one tree and/or shrub per 10 feet of public street frontage or property~~
32 ~~line length, placed as deemed appropriate by a landscape architect. For new multi-family dwellings, an 8 foot wide~~
33 ~~or larger landscaped area shall be provided along the side and/or rear property lines which adjoin an existing single~~
34 ~~family residential property line. Such area shall be planted with a mixture of evergreen and deciduous trees and~~
35 ~~shrubs, planted on average with at least one tree and/or shrub per 10 feet of property line length and placed as~~
36 ~~deemed appropriate by a landscape architect.~~

1 Staff suggested language to provide clarity to the proposed amendment
2

3 Section 18.42.040 B. Building Setbacks
4

5 B. Building Setbacks.

6 1. In the Mixed-Use Residential Commercial Zone, there shall be no area and width
7 requirements. All commercial, service buildings and structures, gasoline pumps, and all buildings and structures
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15

16 Section 18.42.100 I. Residential Transition
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21 ~~1. Residential buildings within the residential transition area shall not exceed 35 (thirty-
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23 lieu of this height limitation, any building constructed taller than 35 feet shall be setback its distance in height from
24 the public street property line or existing residential development property line.~~

25 ~~2. Residential buildings within the residential transition area shall be setback 30 feet from a
26 public street property line and 20 feet from any side or rear property lines which abut existing residential
27 development, and shall include a four (4) foot tall berm, landscaped with lawn and evergreen and deciduous trees
28 and shrubs. The berm shall contain at least one tree and/or shrub per 10 feet of public street frontage or property
29 line length, placed as deemed appropriate by a landscape architect.~~
30

31 **I. Residential Transition Area.** It is intended that land within the MURCZ that is adjacent to existing
32 single family home subdivisions that are located within a residential zoning district be developed in a
33 manner that is compatible with the existing single family home development.

34 A. Land in the MURCZ located directly across the street from existing single family homes
35 within a residential zone shall be developed with single family homes at similar densities
36 to that existing development.

37 B. Land in the MURCZ sharing a property line with existing single family homes located
38 within a residential zone shall be developed as follows:

39 1. The uses on the property should primarily be constrained to a residential use.

40 2. When such areas include multi-family uses and/or commercial uses:

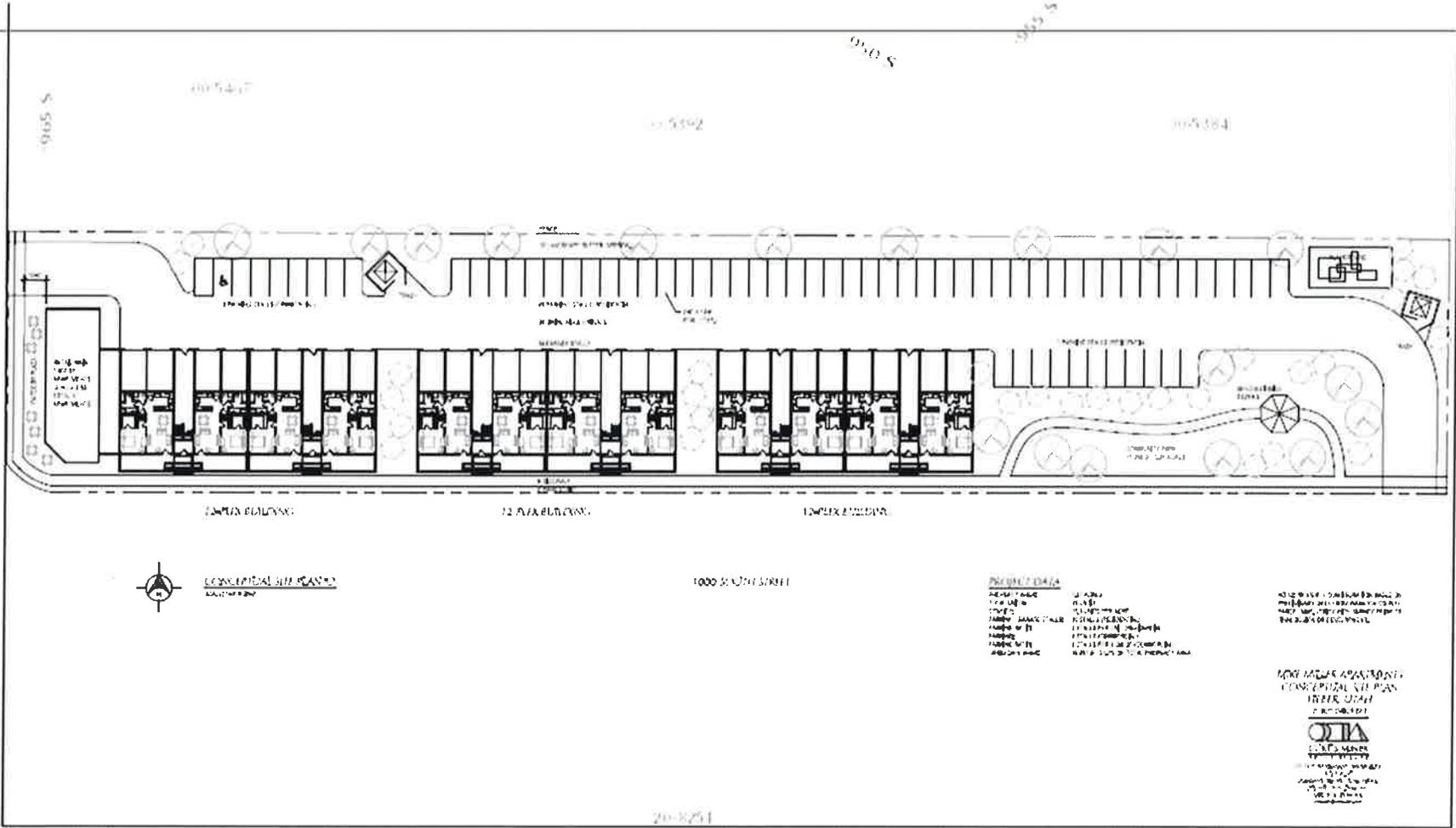
41 i. Provide a landscape strip of at least 8 feet in width along the residential
42 property line, planted with a mixture of evergreen and deciduous trees
43 and shrubs, spaced for screening purposes as deemed appropriate by the
44 Planning Department;

45 ii. Provide a sight obscuring fence; and

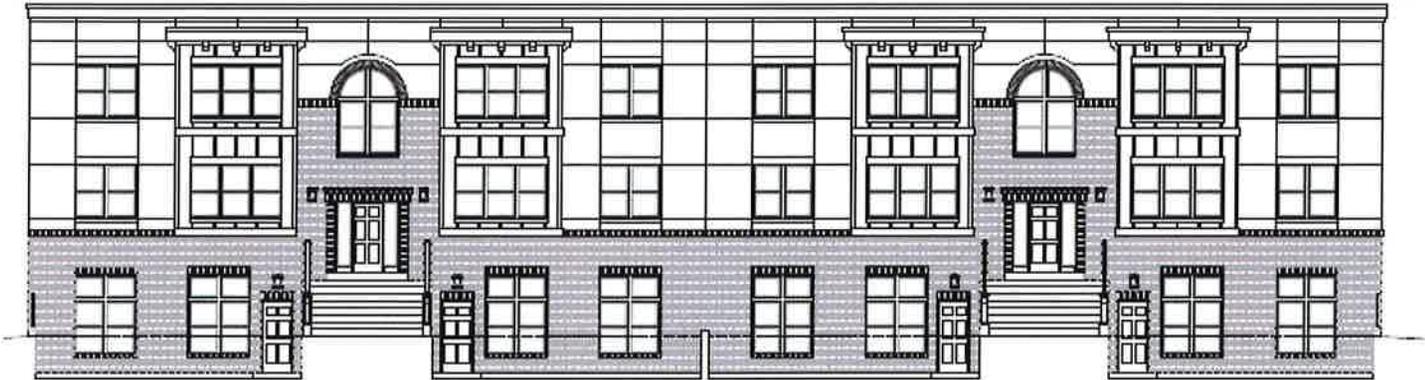
46 iii. Buildings be limited to 35 (thirty-five) feet in height, measured from
47 finished grade to the highest point of the building, excluding chimneys
48 and antenna.



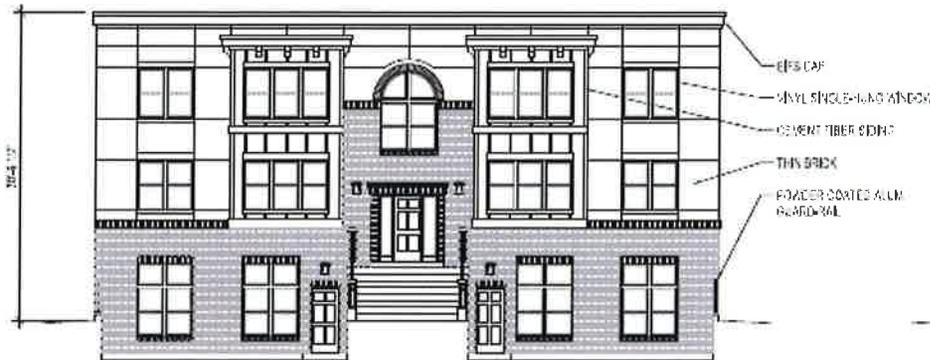
Site Plan



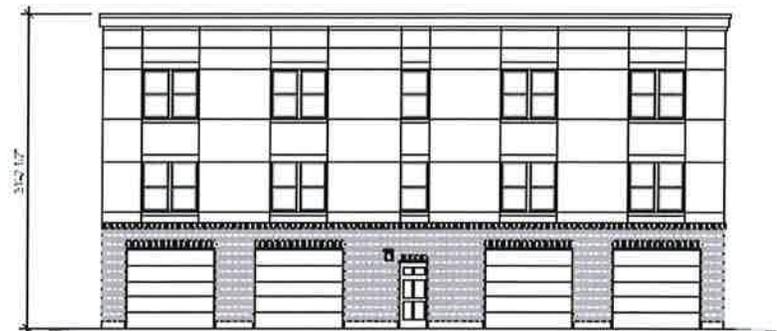
Sample Elevations



FRONT BUILDING ELEVATION (COMBINED) 'B'
SCALE 1/8" = 1'-0"



FRONT BUILDING ELEVATION 'B'
SCALE 1/8" = 1'-0"



REAR BUILDING ELEVATION 'B'
SCALE 1/8" = 1'-0"

Tab 9

RESOLUTION NO. 2015-16

A RESOLUTION AMENDING THE HEBER CITY PERSONNEL POLICY: SECTION 4.1, HIRING PROCEDURES; SECTION 13.14, SICK LEAVE; SECTION 13.19, WORKERS' COMPENSATION; AND SECTION 13.29, INSTANT AWARD POLICY.

BE IT RESOLVED by the City Council of Heber City, Utah, that the Personnel Policy of Heber City is amended as set forth below:

Section 4.1 Procedures

A. When a position opens in a department or a need arises to create a new position, the department head shall submit notification of the position vacancy to the City Manager, who will then notify the City Recorder if the position is to be filled.

~~B. An equal opportunity for any promotion shall first be offered to qualified full-time employees within the City before new hires will be permitted.~~

~~B.~~ Job openings shall first be posted and opened to all employees within the City for five (5) working days. Openings within Heber City Police Department may be open to any part-time or reserve officers before being open to other departments within the City or to the public. (Part-time and reserve officers of the department have already been tested, been through field training, and required to meet the standards of a full-time officer.)

~~C.~~ If it is determined that there are no qualified internal applicants, then the City Recorder shall post the opening with Work Force Service and where all City employees will be made aware of the opening. The appointing authority shall provide, in all cases where practicable, that vacancies shall be filled on the basis of ascertained merit and qualification, thus enhancing the City Classified Service by providing upward mobility.

~~D.~~ The department head/supervisor will review all applications to see who does or does not meet the qualifications. The department head/supervisor will determine which, if any, of the applicants they want to interview by an interviewing board which is set up by the department head. Upon choosing a finalist, the name and recommended salary will be sent to the City Manager for final approval.

~~E.~~ Offices whose appointment and/or removal is governed by State law or existing City ordinances are the City Manager, City Recorder, City Treasurer, Chief of Police, City Attorney, and the Justice Court Judge; the appointment, removal and demotion of these officials shall be by the Mayor with the advice and consent of the City Council. Retention of the Justice Court Judge is subject to Utah State Code 78A-7-203.

~~F.~~ Upon hiring, an employee shall complete necessary forms including, but not limited to, proof of citizenship, retirement, W-4 tax forms, and insurance. These items will be kept in a personnel file in the City Recorder's office.

Section 13.14 Sick Leave

A. Sick leave shall not be considered as a privilege which an employee may use at his/her discretion, but shall only be allowed upon approval of the supervisor in the case of necessity and actual sickness, to meet medical appointments, or sickness prevention. Sick leave with pay can only be granted (upon approval of the supervisor) in the case of a bona fide illness of an employee or a member of the employee's immediate family as defined in 1-13-20(B).

B. A full-time employee shall be entitled to one (1) working day for each month full-time service or major fraction thereof of actual service accumulated. There shall be no maximum limit on the amount of sick leave accrual.

C. Full-time classified employees will use accrued sick leave hours in increments of a quarter of an hour. Full-time exempt service employees will use accrued sick leave hours in increments of one-half of a work day. A work day would be considered eight or ten hours, depending on the department.

D. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated on the same terms and conditions as are applied to other temporary disabilities.

E. Evidence in the form of a physician's certificate or certificate of illness, executed by the employee and his/her supervisor, may be furnished as proof of adequacy of the reason of the employee's absence during the time which sick leave was requested. Certificates may be requested by the department head, supervisor, or City Manager when there is an absence in excess of three (3) days or more or whenever there is a reason to believe sick leave privileges are being abused. No employee shall be entitled to sick leave while absent from duty because of disability arising from a sickness or injury purposely self-inflicted or caused by willful misconduct.

F. A person claiming sick leave with pay and any supervisor approving the same, or if it is shown that the claim was made or approved by such claimant or supervisor knowing that such claimant was not, in fact, sick or otherwise entitled thereto, shall be subject to loss of sick leave benefits. Other disciplinary action will be determined by the City Manager.

G. Employees may donate up to 40 sick hours in any given year to a citywide pool for use by other employees who have exhausted their sick leave. Donations of sick leave will not be counted against hours used for sick leave incentive. Employees may designate the person who the sick leave is given to provided they have exhausted their sick leave, or the City Manager will determine how available sick leave is allocated based on need and circumstance. Donations of sick leave cannot be made within 60 days of the voluntary termination of employment.

H. A classified or exempt service employee may, upon approval of the City Manager, be granted leave with pay when extraordinary personal circumstances arise. This policy may be granted on a case-by-case basis depending on individual circumstances and time employed with the City. It is anticipated that the City would use this policy on an infrequent

basis considering the extraordinary nature of the events required to initiate this policy. Any leave granted in excess of 40 hours requires approval from the City Council.

H.I. Upon retirement or termination, accumulated sick leave will be paid at the current pay rate, for one quarter of the accumulated hours if the employee has been employed by Heber City for at least five (5) years. If the employee has been employed by Heber City for at least ten (10) years or more, 50% of the accumulated sick leave hours will be paid at the employee's current pay rate.

Section 13.19 Workers' Compensation

An employee injured during the performance of duty at work is covered by Workers' Compensation as provided by State law. An employee is eligible to receive Workers' Compensation payments and to supplement those payments with accrued sick leave, and/or vacation time to bring total compensation equal to the employee's present salary.

If An Injury Occurs

An employee who is injured on the job, no matter how slightly, must report the incident to their supervisor immediately. Employees may lose their right to workers compensation benefits if they fail to report injuries promptly. Supervisors must contact the City Recorder immediately if the injury is serious or if time off work is prescribed by the doctor. An "accident/incident" report must be filled out online by the employee and the City Recorder on all reported injuries by the next business day. Any time spent obtaining medical care on the day of the accident will be counted as "hours worked" on the employee's timecard.

Medical

Employees requiring medical attention for an on-the-job injury that occurs during regular business hours must report, when practical, to:

Heber Valley After Hours Clinic
(inside Heber Valley Medical Center)
1473 S. Hwy 40, Suite F
Heber City, UT 84032
435-657-4400
Hours: Weekdays 6:00 p.m. - 9:00 p.m.
Weekends 10:00 a.m. - 2:00 p.m.

5 Minute Clinic
150 N. Main St., Suite 105
Heber City, UT 84032
435-654-1377
Hours: M, T, TH, F, Sa, Su, 10:00 a.m.-10:00 p.m.
Wed. 5:00 p.m. - 10:00 p.m.

For injuries occurring after these hours, the employee should go to:

Heber Valley Medical Center Emergency Room
1485 S. Hwy 40
Heber City, UT 84032
435-654-2500

Employees exposed to blood or having sustained a serious (life or limb) threatening injury should go to the emergency room at Heber Valley Medical Center. Serious injuries include compound fractures, pelvis and femur fractures, unconsciousness, uncontrolled bleeding,

severe respiratory distress, major burns, spinal cord injury, shock, or poisoning. Call 911 in these instances and the paramedics will direct the care of the employee.

Urgent situations are those requiring immediate care but are not life threatening. Examples include bone fractures other than those listed above, or injuries requiring stitches. These types of injuries can be treated at the above listed clinics. Follow up visits can be scheduled with the employee's primary care physician.

Special Medical Procedures

Procedures such as surgery, MRIs, CT scans, physical therapy, and chiropractic sessions require prior approval from the City's Workers' Compensation Third Party Administrator. If an employee fails to obtain prior approval, the employee may be required to pay the entire bill for the unauthorized services.

Restricted/Light/Transitional Duty

Whenever possible, Heber City will accommodate restricted duty jobs for workers injured on the job. The Workers Compensation Coordinator (WCC) will work with the supervisor to design a work strategy that meets the injured employee's restrictions and accomplishes the City's goals. The injured employee's supervisor and the WCC will regularly follow up with the employee and medical providers to make sure the employee is getting the care required, attending his/her medical appointments, complying with the restrictions and that any restricted duty assignments are helping the employee move closer to his/her regular job duties.

Failure to follow the City's Workers' Compensation policies may result in disciplinary action.

Section 13.29 Instant Award Policy

A. The Mayor shall be granted the authority to award \$100 bonuses to employees who have represented the City well through the performance of their duties. The bonuses can be granted based on written or verbal feedback/compliments from the public, elected officials, supervisors or other City employees. The Mayor shall have sole discretion in the granting of the bonuses, but it is anticipated that recognized employees will have exhibited superior customer service skills, exemplary performance of duties and/or going the extra mile to make sure a job is completed properly. This award is to be presented in City Council meeting if the employee agrees to allow for formal recognition of the employee. Notice of the award will also be published in the City Newsletter if desired by the employee.

B. The elected body, the City Manager, or department heads may recommend that an employee receive one day off with pay for exemplary service in the performance of their job duties. Department heads must receive approval from the City Manager.

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

APPROVED:

Mayor Alan McDonald

ATTEST:

City Recorder

Tab 10

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

Tab 11

HEBER CITY COUNCIL
Report by: Anthony L. Kohler
Meeting date: November 12, 2015

Re: Megco and CH47 Lot Line Adjustment at approximately 1600 South Highway 40

The owners of the Silver Eagle and surrounding property are requesting to adjust their boundaries as shown on the attached map. Both properties are located within the C-2 Residential Zone. The C-2 Zone doesn't have a minimum width or area for lots, or side setback requirements and there is no violation of the zoning ordinance with the proposed lot line adjustment. 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:

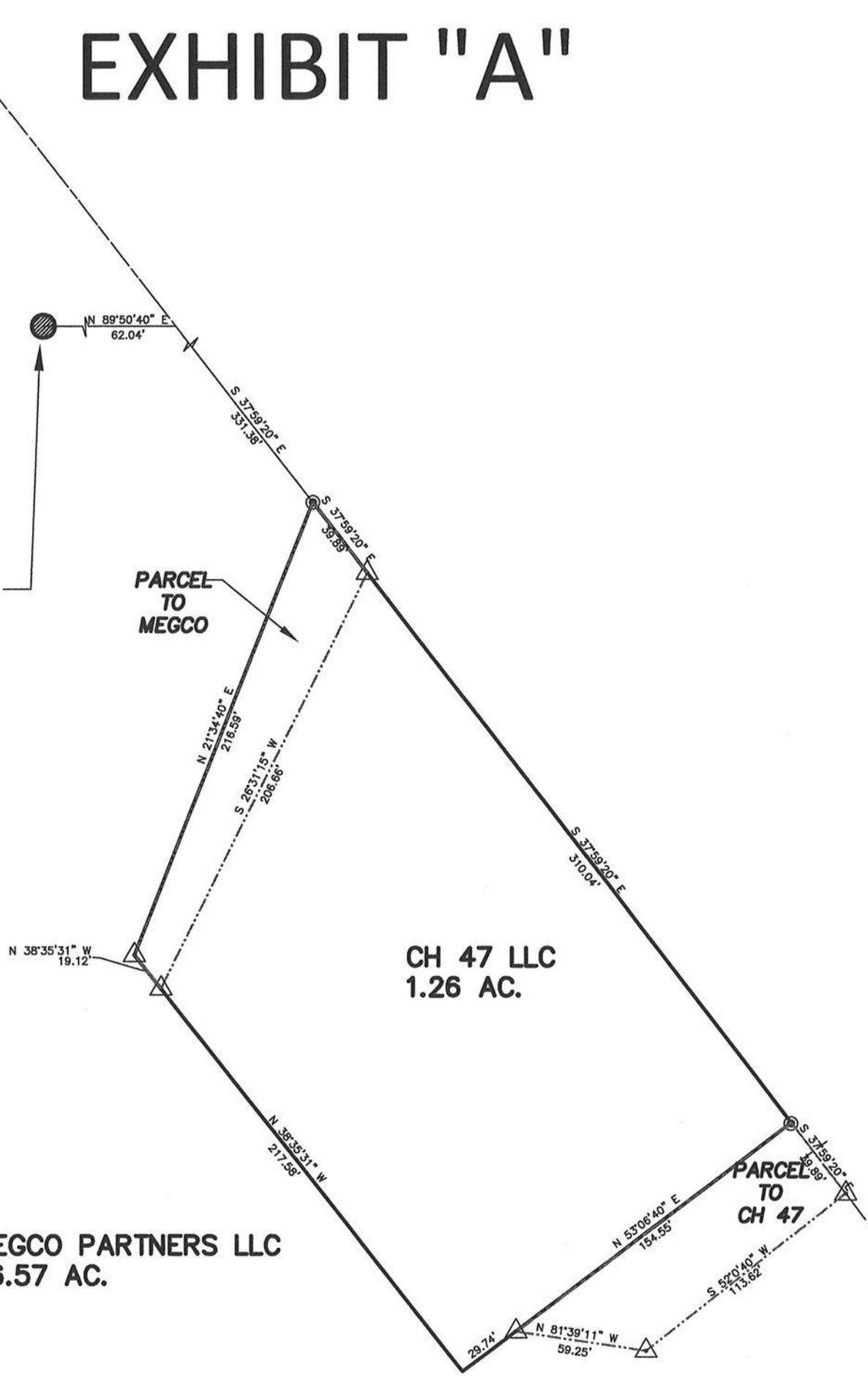
- (1) No new dwelling lot or housing unit results from the property lines adjustment;
- (2) The adjoining property owners consent to the property line adjustment;
- (3) The property lines adjustment does not result in a remnant land that did not previously exist; and
- (4) The property line adjustment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

EXHIBIT "A"

CALCULATED POSITION OF SIXTEENTH CORNER BY ACCEPTING FENCE LINE AS 1/16 SECTION LINE AND BEING 62.04' (3.76 RODS) FROM THE HIGHWAY RIGHT-OF-WAY AS DESCRIBED IN TITLE.



1 INCH = 60 FT



November 12, 2015

Tony Kohler
Heber City Planning Director

Mr. Kohler,

Please find attached a copy of a Notice of Approval for a Lot Line Adjustment between Megco Partners (aka Turner Building Supply / Perry and Margaret Gooch) and CH47 (aka Silver Eagle.)

They are going to adjust their common boundary lines in an equal trade of area and frontage on Hwy. 40. This is to put the above-ground fuel tanks fully on the CH47 property.

Please let me know when this is approved by the city, and I will get the signed document and record it with the Wasatch County Recorder's Office.

Thanks for your assistance!



Michael P. Johnston

Summit Engineering Group, Inc.

After recording, please return to

MEGCO Partners, LLC
12530 Sierra Del Sol
Fountain Hills, AZ. 85268

NOTICE OF APPROVAL

I, Anthony Kohler, Heber City Planning Director, acting in my capacity as the land use authority of Heber City, in the State of Utah, do hereby grant approval to the owners of Parcel OHE-1654-0-008-045 and the owners of Parcel OHE-1653-0-008-045 to adjust the common boundary lines between the two properties as shown hereafter in Exhibit 'A'.

Anthony Kohler, Heber City Planning Director

ACKNOWLEDGMENT

State of Utah
County of Wasatch

On the ____ day of _____, 2015, personally appeared before me Anthony Kohler, Heber City Planning Director, who is personally known to me, and who did sign this document in my presence, and who acknowledged to me that he signed this document freely and voluntarily and for the purpose therein mentioned.

Notary Public _____
Residing in Wasatch County
My commission expires on _____

ORIGINAL PARCEL DESCRIPTIONS:

Parcel No. OHE-1654-0-004-045:

BEGINNING EAST 62.04 FEET & SOUTH 37°50' EAST 331.38 FEET FROM THE NORTHWEST CORNER OF SOUTHEAST ¼ OF NORTHWEST ¼ SECTION 8 TOWNSHIP 4 SOUTH RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 37°50' EAST 349.94 FEET; THENCE SOUTH 53°16' WEST 184.29 FEET; THENCE NORTH 38°26'11" WEST 236.70 FEET; THENCE NORTH 21°44' EAST 216.59 FEET TO THE POINT OF BEGINNING.

Parcel No. OHE-1653-0-008-045:

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 00°03'25" WEST ALONG THE SECTION LINE 952.09 FEET; THENCE SOUTH 89°26'55" EAST 1047.06 FEET; THENCE NORTH 57°01'05" EAST 369.75 FEET; THENCE SOUTH 89°26'55" EAST 143.18 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF HIGHWAY 40; THENCE SOUTH 37°59'20" EAST ALONG SAID HIGHWAY RIGHT OF WAY 99.12 FEET; THENCE SOUTH 21°34'40" WEST 216.59 FEET; THENCE SOUTH 38°35'31" EAST 236.70 FEET; THENCE NORTH 53°06'40" EAST 184.29 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE U.S. HIGHWAY 40; THENCE SOUTH 37°59'20" EAST ALONG SAID RIGHT-OF-WAY LINE 59.25 FEET; THENCE N 52°0'40" E 113.62 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF HIGHWAY 40; THENCE S 37°59'20" E ALONG SAID RIGHT OF WAY LINE 293.41 FEET TO THE NORTHWESTERLY BOUNDARY LINE OF THE LAKE CREEK RANCH DEVELOPMENT CORPORATION PROPERTY; THENCE ALONG SAID NORTHWESTERLY BOUNDARY THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) SOUTH 57°51'29" WEST 291.08 FEET; (2) THENCE SOUTH 55°27'32" WEST 467.07 FEET; (3) THENCE SOUTH 00°06'31" WEST 133.70 FEET TO THE NORTHERLY BOUNDARY LINE OF THE GREENFIELD TOWNHOMES SUBDIVISION; THENCE SOUTH 89°51'14" WEST 1324.94 FEET ALONG SAID NORTHERLY BOUNDARY LINE AND THE NORTHERLY BOUNDARY LINE OF HEBER LANDING SUBDIVISION TO THE POINT OF BEGINNING.

REVISED PARCEL DESCRIPTIONS:

Parcel No. OHE-1654-0-008-045:

BEGINNING NORTH 89°50'40" EAST 62.04 FEET & SOUTH 37°59'20" EAST 331.38 FEET FROM THE NORTHWEST CORNER OF SOUTHEAST ¼ NORTHWEST ¼ SECTION 8 TOWNSHIP 4 SOUTH RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 37°59' 20" EAST 349.93 FEET; THENCE SOUTH 52°0'40" WEST 113.62 FEET; THENCE NORTH 81°39'11" WEST 59.25 FEET; THENCE SOUTH 53°6'40" WEST 29.74 FEET; THENCE NORTH 38°35'31" WEST 217.58 FEET; THENCE NORTH 26°31'15" EAST 206.66 FEET TO THE POINT OF BEGINNING.

Parcel No. OHE-1653-0-008-045:

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 00°03'25" WEST ALONG THE SECTION LINE 952.09 FEET; THENCE SOUTH 89°26'55" EAST 1047.06 FEET; THENCE NORTH 57°01'05" EAST 369.75 FEET; THENCE SOUTH 89°26'55" EAST 143.18 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF HIGHWAY 40; THENCE SOUTH 37°59'20" EAST ALONG SAID HIGHWAY RIGHT OF WAY 139.01 FEET; THENCE SOUTH 26°31'15" WEST 206.66 FEET; THENCE S38°35'31"E 217.58 FEET; THENCE NORTH 53°06'40" EAST 184.29 FEET; THENCE NORTH 81°39'11" EAST 59.25 FEET; THENCE NORTH 52°0'40" EAST 113.62 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF HIGHWAY 40; THENCE SOUTH 37°59'20" EAST ALONG SAID RIGHT OF WAY LINE 253.52 FEET TO THE NORTHWESTERLY BOUNDARY LINE OF THE LAKE CREEK RANCH DEVELOPMENT CORPORATION PROPERTY; THENCE ALONG SAID NORTHWESTERLY BOUNDARY THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) SOUTH 57°51'29" WEST 291.08 FEET; (2) THENCE SOUTH 55°27'32" WEST 467.07 FEET; (3) THENCE SOUTH 00°06'31" WEST 133.70 FEET TO THE NORTHERLY BOUNDARY LINE OF THE GREENFIELD TOWNHOMES SUBDIVISION; THENCE SOUTH 89°51'14" WEST 1324.94 FEET ALONG SAID NORTHERLY BOUNDARY LINE AND THE NORTHERLY BOUNDARY LINE OF HEBER LANDING SUBDIVISION TO THE POINT OF BEGINNING.

CONSENT OF PROPERTY OWNERS

Parcel No. OHE-1654-0-008-045:

Khushwan Gill; President

Parcel No. OHE-1653-0-008-045:

Perry O. Gooch; President

ACKNOWLEDGEMENT

State of Utah
County of Wasatch

On this ____ day of _____, 2015, personally appeared before me _____, signers of the within instrument, personally known to me, or whose identity has been satisfactorily established to me, who duly acknowledged to me that each did voluntarily execute the foregoing deed for the purpose stated therein.

NOTARY PUBLIC

ACKNOWLEDGEMENT

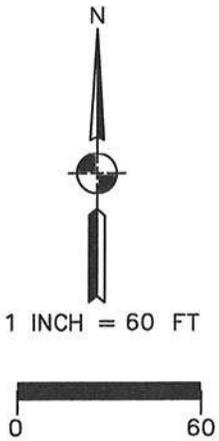
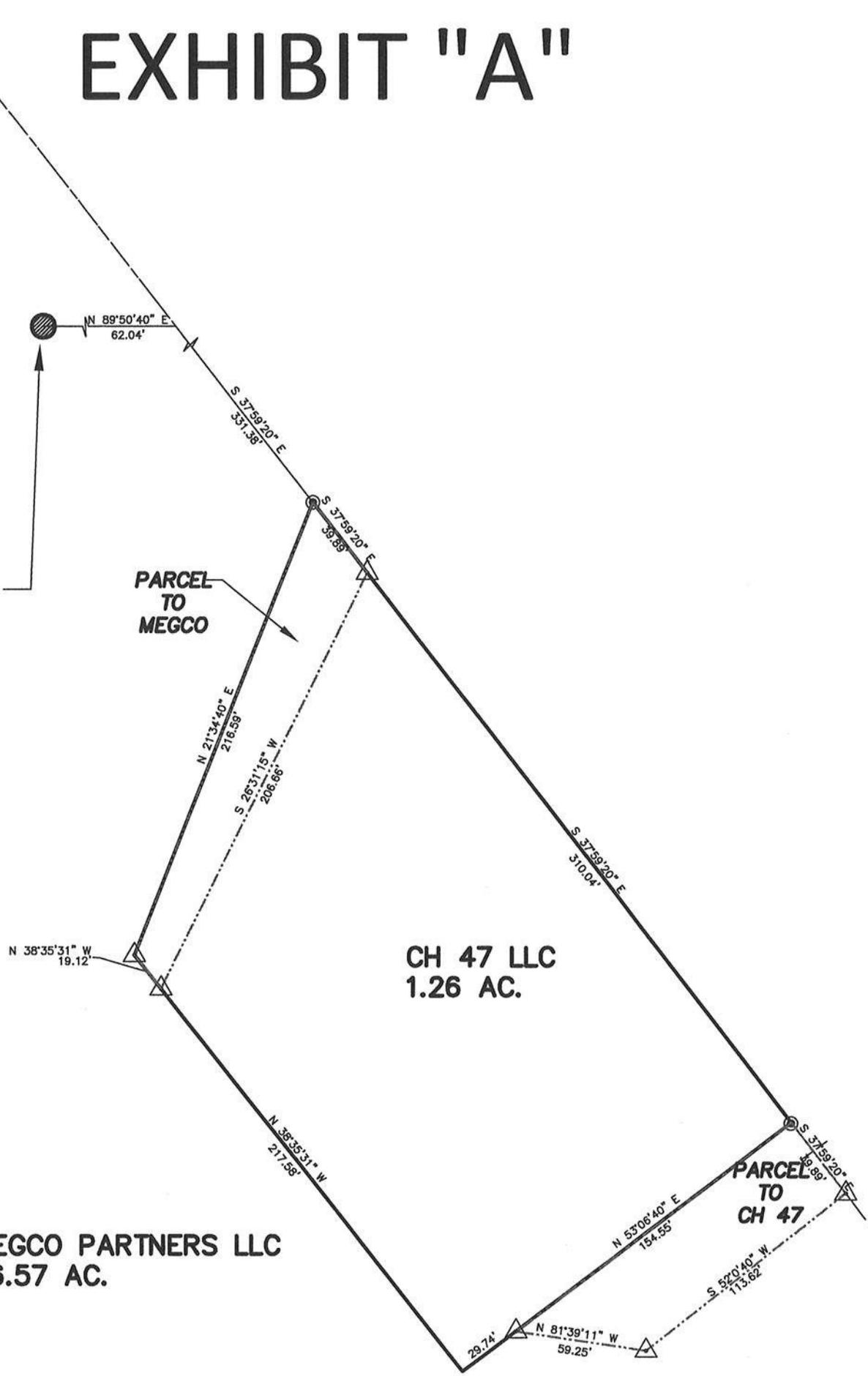
State of Utah
County of Wasatch

On this ____ day of _____, 2015, personally appeared before me _____, signers of the within instrument, personally known to me, or whose identity has been satisfactorily established to me, who duly acknowledged to me that each did voluntarily execute the foregoing deed for the purpose stated therein.

NOTARY PUBLIC

EXHIBIT "A"

CALCULATED POSITION OF SIXTEENTH CORNER BY ACCEPTING FENCE LINE AS 1/16 SECTION LINE AND BEING 62.04' (3.76 RODS) FROM THE HIGHWAY RIGHT-OF-WAY AS DESCRIBED IN TITLE.



MEGCO PARTNERS LLC
36.57 AC.

CH 47 LLC
1.26 AC.

PARCEL TO MEGCO

PARCEL TO CH 47

Tab 12

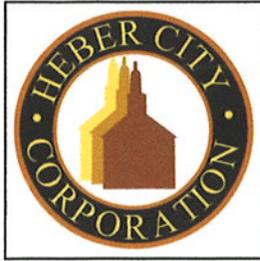
Re: Dirty Rotten Buckers Beer Event License at Event Center

The petitioner is requesting the city to grant local consent for a permit to serve beer at the indoor riding arena on December 31, 2015, with alcohol being served from 11 am to midnight. City Code Section 5.08.060 I. regulates this type of event. The applicant has a clean background for the license, and the event meets the applicable code and requirements of the city. Staff has sent the petition to the Police Department, County, and Fire Department for review and comment.

Section 5.08.060 License Restrictions

I. Single Event Permits.

1. A Single Event Permit shall entitle a bona fide corporation, church, political organization, or incorporated association or a subordinate lodge, chapter, or other local unit thereof that is conducting a convention, civic, or community enterprise to sell beer at such event.
2. Single Event Permits may not exceed 72 consecutive hours (three days).
3. No more than four (4) Single Event Beer Permits may be granted to any entity in one calendar year.
4. The Single Event shall comply with Heber City Code, Chapter 5.06 "Mass Gatherings".
5. The application for the Single Event shall specify the days of operation and the location of the alcohol sales.
6. A variance to the current provisions of Sections 5.08.050, 5.08.060 and Chapter 9.44 of the Heber City Code may be granted by the City Council for a Single Event, upon compliance with the following, and the City Council making the following findings:
 - a. The proposed Single Event's location does not front upon the same side of the street, share access or parking with, or adjoin property lines with a church, school, library, or playground;
 - b. The proposed Single Event does not pose a threat to the health, peace, safety, and welfare of surrounding land uses;
 - c. The proposed Single Event will not create an undue concentration of alcohol dispensing establishments;
 - d. The proposed Single Event will not create an undue burden in controlling and policing illegal activities in the vicinity;
 - e. The proposed Single Event will not create a nuisance to the community;
 - f. The proposed Single Event provides a significant revenue benefit to the community;
 - g. The proposed Single Event shall comply in all provisions and restrictions contained in Title 32 A, Chapter 12 of the "Alcoholic Beverage Control Act", Utah Code Annotated;
 - h. No outdoor Single Event shall continue after 11:00 p.m., unless such Event is located in a Public Park, in such case, the Event shall not continue after 9:00 p.m.
 - i. The proposed Single Event shall comply with all provisions of Section 5.08.060 (I) (7) Beer Garden in Public Parks, Limited;
 - j. The application for a Single Event must have been in existence as a bona fide organization for at least one year prior to the date of application;
 - k. The proposed Single Event must be at least 150 feet from any public playground, measured in a straight line from the nearest entrance of the boundaries of the specific playground sandlot.



**HEBER CITY CORPORATION
BUSINESS LICENSE DIVISION**
75 North Main, Heber City, Utah 84032
(435) 654-4830

**APPLICATION for LOCAL CONSENT:
BEER, WINE AND ALCOHOL ESTABLISHMENTS**

To appear before the City Council, please file this application with the City Recorder's Office.

A. **Business Name** Dirty Rotten Buckers / Buck Cancer
Proposed local business address: 415 Southford Rd, Heber

B. **Ownership Type:** Corporation Partnership Proprietorship LLC
If Corporation list Corp. name Dirty Rotten Buckers, Inc
(Attach a copy of Certificate of Incorporation)

C. **Information on:** President General Partner Sole Proprietor
Name Robert Marriott Home Phone 801-580-6787
Home Address 986 South 800 West, Woods Cross Utah 84087
Mailing Address same
(Street Number) (City) (State) (Zip)

D. **Information on:** Local Manager Partner Representative Responsible for Business
Name Michelle Marriott Home Phone 801-673-1214
Home Address 986 South 800 West, Woods Cross Utah 84087
Mailing Address same
(Street Number) (City) (State) (Zip)
Date of Birth 7-17-72 Place of Birth Oregon/USA

A Bureau of Identification criminal background check may be required for each local manager as part of the application approval process

E. **Give a brief description of the proposed establishment and alcohol license requested, and check the appropriate box or boxes.** Indoor Barn at Wasatch Co. Fairgrounds
Single event Temp. beer licence

- | | | |
|---|---|--|
| <input type="checkbox"/> Restaurant License | <input type="checkbox"/> Limited Restaurant License | <input type="checkbox"/> Off-premise Beer Retailer's License |
| <input type="checkbox"/> Tavern License | <input type="checkbox"/> Private Club License | <input type="checkbox"/> State Store |
| <input type="checkbox"/> Package Agency | <input type="checkbox"/> On-premise Banquet License | <input type="checkbox"/> Special Use Permit |
| <input type="checkbox"/> Single Event Permit | <input type="checkbox"/> Manufacturers and Wholesale Facilities | <input type="checkbox"/> Liquor Warehousing License |
| <input checked="" type="checkbox"/> Temporary Special Event Beer Permit | | <input type="checkbox"/> On-premise Beer Retailer License |

F. **Attach a copy of a plat map from the County Recorder's office showing the proposed facility, as well as all other properties within 500 feet of the proposed facility.**

G. **Attach a certified Bureau of Criminal Identification background check of the applicant current within 30 days.**

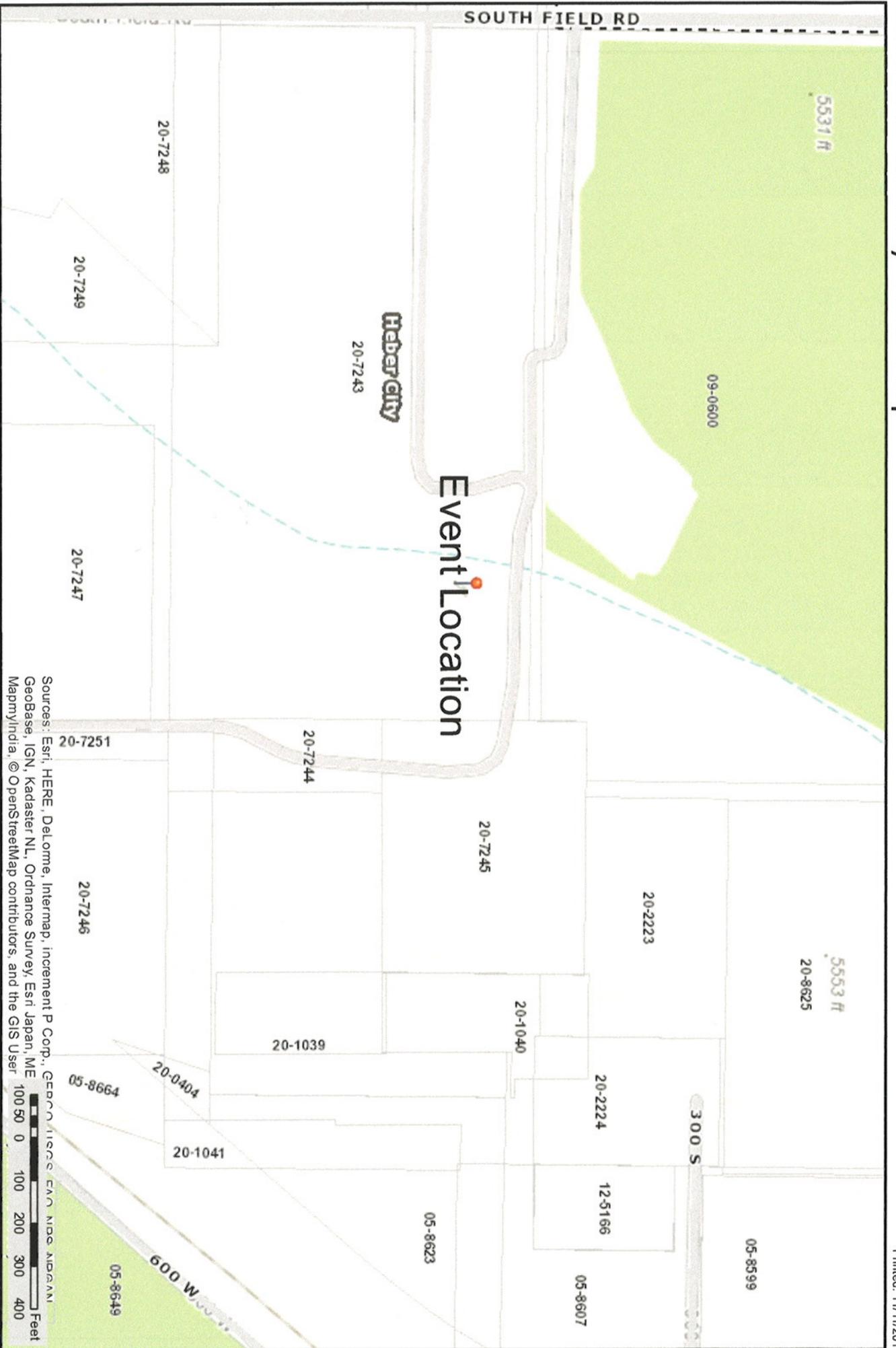
H. Verification of Accuracy - Acknowledgment of Responsibility

I hereby consent to grant an irrevocable license to the City permitting any authorized representative of the City or any law enforcement officer unrestricted right to enter and inspect the premises. I verify by oath that I am the executive officer or the person specifically authorized by the corporation, business or association to sign this application, and have attached written evidence of said authority.

Michelle Marriott
Authorized Business Owner

11-11-15
Date

In the indoor barn @ fair grounds.
We will be selling beer only out of
one of two concession stands built @
arena. We would like to have wristbands
checked at separate location by adult w/
alcohol training permit. We will provide
security as well.
Beer will be sold in clear cups to avoid
minors drinking.



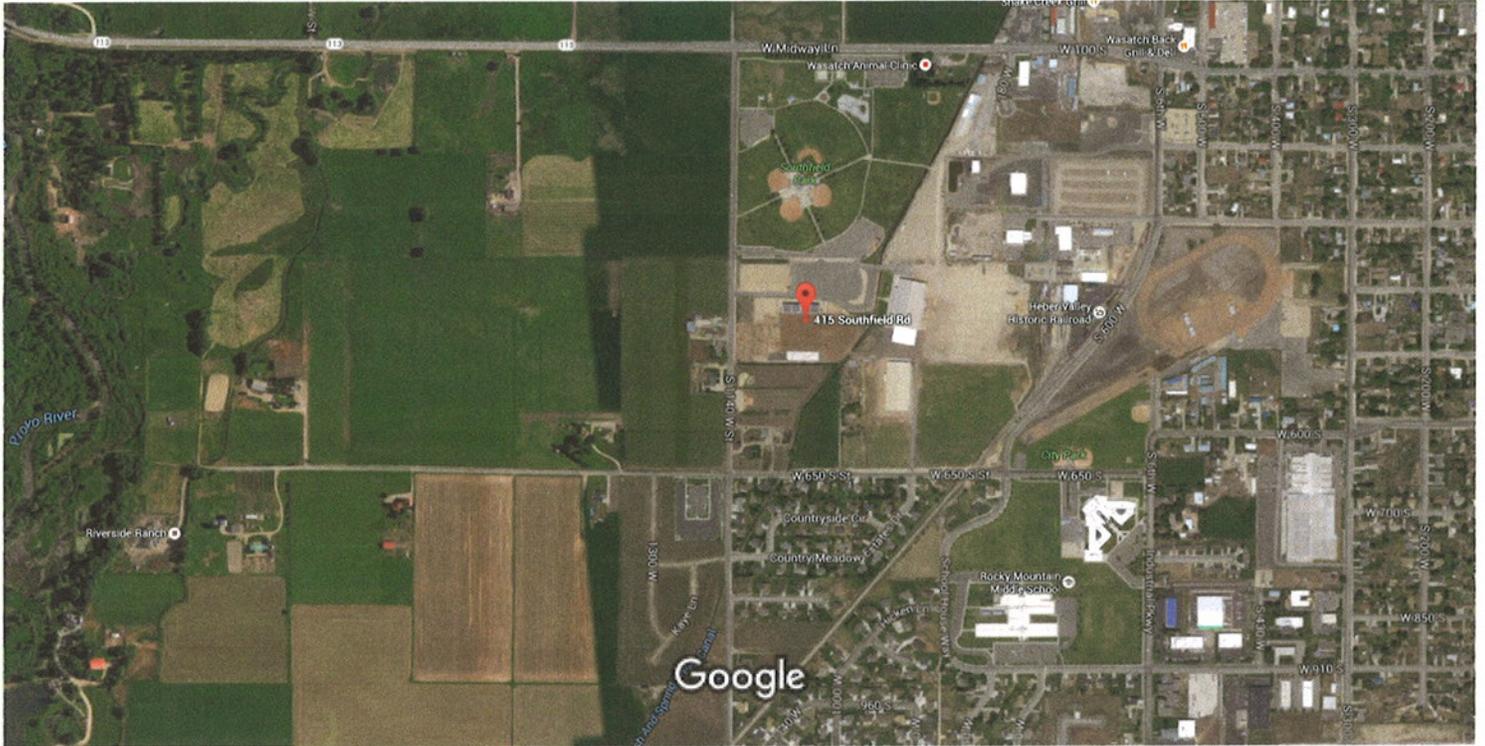
Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, IGN, Kadaster NL, Ordnance Survey, Esri Japan, ME, MapmyIndia, © OpenStreetMap contributors, and the GIS User

The boundary lines shown here have been generated for the internal use of Wasatch County and should only be used for general reference purposes.

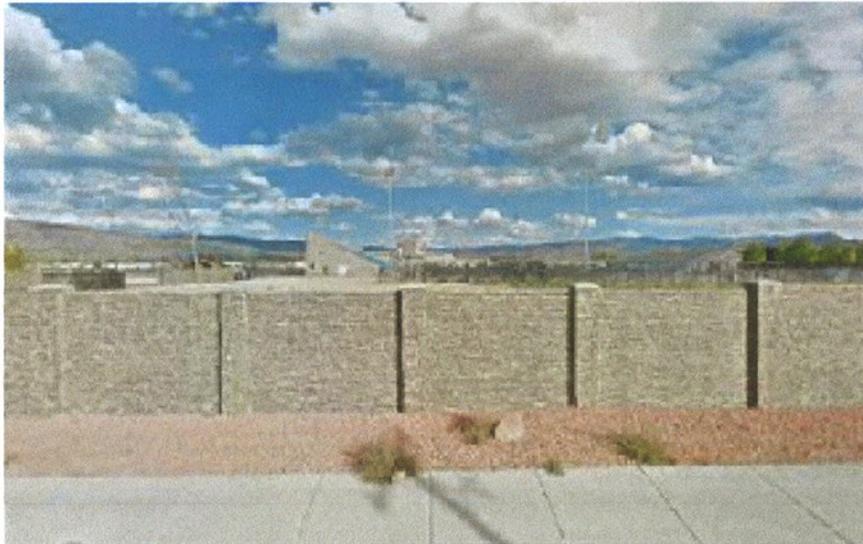
Questions concerning ownership boundary locations should be directed to a title company, attorney, or licensed land surveyor. Wasatch County makes no warranty as to the accuracy or usefulness of this information. The end user of this information assumes all responsibility concerning this information's appropriate use.



Google Maps 415 Southfield Rd



Imagery ©2015 Google, Map data ©2015 Google 500 ft



415 Southfield Rd
Heber City, UT 84032



Tab 13

Heber City Corporation
 Summary of Holidays
 Year 2016 (Proposed)

Holidays Taken	Proposed Observance	10 & 12 Hours Shifts	Tu - Sat 8 Hour Shift	Justice Court	Actual Holiday
New Years	Friday, Jan 1 & Week Prior	10	8	4	Friday
Civil Rights	Monday, Jan 18	10	8	9	Monday
Presidents Day	Monday, Feb 15	10	8	9	Monday
Memorial Day	Monday, May 30	10	8	9	Monday
July 4th	Monday, July 4	10	8	9	Saturday
July 24th	Monday, July 25	10	8	9	Sunday
Labor Day	Monday, Sept 5	10	8	9	Monday
Columbus Day	Monday, Oct 10	10	8	9	Monday
Veterans Day	Friday, Nov 11	0	8	4	Friday
Thanksgiving	Thursday, Nov 24	10	8	9	Thursday
Day After Thanksgiving	Friday, Nov 25	0	8	4	Friday
Christmas Eve	Week prior to Christmas	10	8	9	Saturday
Christmas Day	Monday, Dec 26	10	8	9	Sunday
	Total Hours	110	104	102	

Office & Police will give up the day after Thanksgiving and Veterans Day and forfeit six hours of vacation - For the New Years and Christmas Eve Day Holidays, employees are to schedule another day off during the same week, while still providing basic services.

Justice Court Employees will receive 2 additional hours of vacation

Veterans Day (Nov 11th) will be observed by Animal Control (Tuesday - Sat) and Justice Court

*If a holiday falls on a day that is not a normal work day, the employee working 8 hours shifts Tuesday - Saturday will need to schedule another day off during the same work week

TAB 14

Heber City Corporation
 Estimated Christmas Bonus Cost Based on 2014 Bonus
 18-Nov-15

Employee Type	Current Number	2014 Bonus	Net Check	Employee FICA @7.65%	Total
Full-time	59	350	\$ 20,650.00	\$ 1,709.82	\$ 22,359.82
Part-time >10 Hours week	5	150	\$ 750.00	\$ 62.10	\$ 812.10
Part-time <10 hours week	26	75	\$ 1,950.00	\$ 161.46	\$ 2,111.46
City Council	6	250	\$ 1,500.00	\$ 124.20	\$ 1,624.20
Planning Commission	9	75	\$ 675.00	\$ 40.42	\$ 715.42
Board of Adjustment	5	75	\$ 375.00	\$ 22.46	\$ 397.46
Airport Board	6	75	\$ 450.00	\$ 26.95	\$ 476.95
Total			\$ 26,350.00	\$ 2,147.41	\$ 28,497.41

TAB 15

REAL ESTATE PURCHASE AGREEMENT

This Agreement made this _____ day of _____, 2015, between the Fat Trout, LLC (Seller) and Heber City Corporation (Purchaser).

WITNESSETH, that the parties to this agreement, in consideration of the promises and agreements contained herein, both stipulate and agree as follows:

1. Seller, for a total purchase price of \$31,845.00, agrees to sell and convey to Purchaser, certain real property, in Heber City, Utah, Wasatch County, located at 650 South and Southfield Road (1100 West), in Heber City, APN #00-0020-7248 containing .1646 acres, which parcel is more particularly described in the attached Exhibit "A" as parcel #2.

2. The Terms of the Sale are as follows:

2.1. Seller's Role, Duties and Obligations:

a. Seller agrees to receive the amount of \$31,845.00, in a lump sum, from Purchaser, as the purchase price, pursuant to the provisions of this Agreement, due and payable within 30 days of the execution of this Agreement. Said purchase amount represents two portions; the land purchase portion in the amount of \$16,060.00, and the cost of improvement relocation portion in the amount of \$15,785.00.

~~b. Seller shall bear and pay one half of all closing/title insurance costs.~~

2.2. Purchaser's Role, Duties and Obligations.

a. Purchaser agrees to pay to Seller \$31,845.00, in a lump sum as the purchase price, pursuant to the provisions of this Agreement, due and payable within 30 days of

the execution of this Agreement.

b. Purchaser agrees that the address and contact information that Seller may rely upon to send all notices shall be the address and information listed below under the signature of the Purchaser.

c. Heber City Purchaser shall bear and pay ~~one-half~~ of all closing/title insurance costs.

3. Closing shall occur on or before _____th, 2015. Heber City shall pay the closing and title insurance costs at the time of closing. The parties shall pay their respective one-half shares of closing costs and title insurance costs at the time of closing.

4. Seller represents and warrants to Purchaser that said property is free of all taxes, liens, and encumbrances.

5. While it is not anticipated, in the event as a result of the sale, there are roll back taxes associated with the property, the City shall be responsible for paying such taxes.

6. During construction project(s) to widen either of the said roads, 1200 West or 650 South, Purchaser will insure that Seller is allowed to maintain and have access to its current driveways. Purchaser agrees to repair and re-establish such driveways in conjunction with, and as a result of the completion of the widening construction project.

67. With regard to 1200 West, Heber City shall bear all costs associated with the installation of curb, gutter and sidewalk. Purchaser will bear the cost and expenses of relocating the WCWEP pressurized irrigation valve, if required by such project. Heber City shall be responsible to move said WCWEP valves prior to installation of the new irrigation system.

78. If and when Purchaser determines to widen either of the roads, Purchaser will notify Seller within 60 days of the initiation of such construction project.

89. Both development projects associated with 1200 West and 650 South will be initiated at the same time.

9.10. During such construction project, the Purchaser will provide for access to Seller's property off the project road.

11. In the event that the existing property is damaged during construction, as a result of contractor error or mistake, said damage will be repaired or restored to the previous condition.

9.12. 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.

DATED this _____ day of _____, 2015.

Seller: Fat Trout, LLC

Address:

By:

Gifford Paul Hickey, Owner, President and
Managing Member, Fat Trout, LLC

Purchaser: Heber City Corporation

Address: By: Mark K. Anderson, City Manager
75 North Main
Heber City, Utah 84032

EXHIBIT A. (Parcel #2)

Fat Trout, LLC
City Purchase

Legal Description

CONTAINS .1646 ACRES

REAL ESTATE PURCHASE AGREEMENT

This Agreement made this _____ day of _____, 2015, between the Gifford Paul Hickey Trust (Seller) and Heber City Corporation (Purchaser).

WITNESSETH, that the parties to this agreement, in consideration of the promises and agreements contained herein, both stipulate and agree as follows:

1. Seller, for a total purchase price of \$55,955.00, agrees to sell and convey to Purchaser, certain real property, in Heber City, Utah, Wasatch County, located at 650 South and Southfield Road (1100 West), in Heber City, APN #00-0020-7250 containing .2892 acres, which parcel is more particularly described in the attached Exhibit "A" as parcel #1.

2. The Terms of the Sale are as follows:

2.1. Seller's Role, Duties and Obligations:

a. Seller agrees to receive the amount of \$55,955.00, in a lump sum, from Purchaser, as the purchase price, pursuant to the provisions of this Agreement, due and payable within 30 days of the execution of this Agreement. Said purchase amount represents two portions; the land purchase portion in the amount of \$28,220.00, and the cost of improvement relocation portion in the amount of \$27,735.00.

b. ~~Seller shall bear and pay one half of all closing/title insurance costs.~~

2.2. Purchaser's Role, Duties and Obligations.

a. Purchaser agrees to pay to Seller \$55,955.00, in a lump sum as the purchase price, pursuant to the provisions of this Agreement, due and payable within 30 days of

the execution of this Agreement.

b. Purchaser agrees that the address and contact information that Seller may rely upon to send all notices shall be the address and information listed below under the signature of the Purchaser.

c. Heber City shall bear and pay all closing/title insurance costs.
~~Purchaser shall bear and pay one half of all closing/title insurance costs.~~

3. Closing shall occur on or before _____th, 2015. Heber City shall pay the ~~The parties shall pay their respective one-half shares of closing costs~~ closing and title insurance costs at the time of closing.

4. Seller represents and warrants to Purchaser that said property is free of all taxes, liens, and encumbrances.

5. During construction project(s) to widen either of the said roads, 1200 West or 650 South, Purchaser will insure that Seller is allowed to maintain and have access to its current driveways. Purchaser agrees to repair and re-establish such driveways in conjunction with, or as a result of the completion of the widening construction project.

66. With regard to 1200 West, Heber City shall bear all costs associated with the installation of curb, gutter and sidewalk. With regard to 650 South, the City shall be responsible for any costs or installation of curb, ~~and gutter and sidewalk~~ along 650 South. ~~The City reserves the right, in its sole discretion to later determine whether to install and pay for sidewalk along 650 South.~~
Purchaser will bear the cost and expenses of relocating the WCWEP pressurized irrigation valve, if required by such project. Heber City shall be responsible to move said WCWEP valves prior to installation of the new irrigation system.

77. If and when Purchaser determines to widen either of the roads, Purchaser will

notify Seller within 60 days of the initiation of such construction project.

88. Both development projects associated with 1200 West and 650 South will be initiated at the same time.

9. During such construction project, the Purchaser will provide for access to Seller's property off the project road.

910. In the event that the existing property is damaged during construction, as a result of contractor error or mistake, said damage will be repaired or restored to the previous condition.

11. 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.

DATED this ____ day of _____, 2015.

Seller: Gifford Paul Hickey Trust
Address: _____

By: _____
Gifford Paul Hickey, Trustee

Purchaser: Heber City Corporation

By: _____
Mark K. Anderson, City Manager

Address: 75 North Main
Heber City, Utah 84032

EXHIBIT A.

The Gifford Paul Hickey Trust
City Purchase
Legal Description

CONTAINS .2892 ACRES