

REGULAR MEETING

**AGENDA
AND
STAFF MEMO**

**HEBER CITY CORPORATION
75 North Main Street
Heber City, UT 84032
City Council Regular Meeting
January 21, 2016**

6:00 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: Mayor Alan McDonald
- III.** Prayer/Thought: By Invitation (Default Council Member Kelleen Potter)
- IV.** Minutes for Approval: December 3, 2015 Work Meeting and December 3, 2015 Regular Meeting
- V.** Open Period for Public Comments
 1. Rancho Market - Request for Approval for an Off-Premise Beer License at 434 North Main Street
 2. Public Hearing – Resolution No. 2016-03 - A Resolution Amending the 2015-2016 Capital Projects Fund Budget
 3. Approve Co-Op Agreement for Corridor Preservation Along US-189 From SR-113 to US-40
 4. Approve Fourth Amendment to the Inter-local Agreement Regarding the Red Ledges Property
 5. Approve Resolution 2016-04 - A Resolution Regarding the Compensation for Service on the Heber Light & Power Board of Directors
 6. Approve Ordinance No. 2016-1, an Ordinance Amending Section 18.42.100 I, Residential Transition, of the Heber City Municipal Code Regarding Mixed-Use Residential Commercial Zone (MURCZ)

7. Approve Ordinance No. 2016-2, an Ordinance Vacating Lot 2 of the Valley Station Subdivision and Lot 2 of the Liberty Station Subdivision
8. Final Approval for the District at Valley Station Subdivision Plat A and Plat B at Approximately 1000 South 300 West, Vertical Land LLC
9. Approve Contract to Purchase 2.93 Acres of Land on Heber Parkway from Maverik Corporation
10. 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 Michelle Limon at the Heber City Offices (435) 654-0757 at least eight hours prior to the meeting.

Posted on January 14, 2016, 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 January 14, 2016.

Memo

To: Mayor and City Council
From: Mark K. Anderson
Date: 01/13/2016
Re: City Council Agenda Items for January 21/2016

REGULAR MEETING

Item 1 – Rancho Market - Request for Approval for an Off-Premise Beer License at 434

North Main Street: Rancho Markets is requesting Council authorization to sell beer for off-premise consumption for their new location at 434 North Main. See enclosed application and staff report. The request meets the requirements of the City Code and the applicant has provided a clean background check. Staff would recommend approval.

Item 2 – Public Hearing – Resolution No. 2016-3 – A Resolution Amending the 2015-2016

Capital Projects Fund Budget: The purpose of this public hearing is to accept comments from the public regarding proposed amendments to the current operating budget. The sole reason for this budget amendment is to establish a budget to acquire property within the airport Runway Protection Zone (RPZ). Because the City will have to initially front the cost of this purchase until FAA and UDOT Aeronautics Grant Funds are available, I am proposing that the Capital Projects Fund use available funds to purchase this property. When the FAA and UDOT reimbursement funds are received, this fund could be reimbursed from the Airport Capital Projects Fund. Because the Public Works building is not expected to be under construction by fiscal year end, the budget amendment includes the temporary allocation of this \$1,000,000 budget to go toward the proposed land purchase. (See enclosed Resolution) Staff would recommend approval.

Item 3 – Approve Co-Op Agreement for Corridor Preservation Along US-189 From SR-113 to US-40:

At the last City Council work meeting, the Council reviewed this draft agreement which limits access to Highway 189 from SR-113 to US-40. Creation of any additional accesses to this roadway that have not been previously identified would require approval from all parties to the agreement. Staff would recommend approval.

Item 4 – Approve Fourth Amendment to the Inter-local Agreement Regarding the Red

Ledges Property: At the last City Council meeting, the Council asked that language be added to this agreement that would require Red Ledges to commence construction of the bypass/connector road if the Basset Ritchie development constructed a roadway that would connect from Highway 40 to 550 East. To that end, I have included an agreement that is recommended by staff and an

agreement that Red Ledges is proposing. The issues where we are unable to agree, relate to the dedication of the small easement between by bypass road and Stone Creek properties. Red Ledges is also requesting that the construction of the bypass/connector road not be required prior to June 1, 2019 even if the Bassett/Ritchie roadway is constructed.

Item 5 – Approve Resolution 2016-04 – A Resolution Regarding the Compensation for Service on the Heber Light & Power Board of Directors: Recent changes to section 11-13-403 of the Utah State Code, requires annual approval from a public agency when their members receive compensation for serving on an interlocal cooperative board. Enclosed is a Resolution that was prepared to meet the legal requirements of this authorization. The Interlocal Cooperative (Heber Light & Power) is required to establish the compensation as part of the budget, identify the specific compensation of each board member and approve the compensation as part of their annual budget. (See enclosed operating budget for 2016)

Item 6 – Approve Ordinance No. 2016-1, an Ordinance Amending Section 18.42.100 I, Residential Transition, of the Heber City Municipal Code Regarding Mixed-Use Residential Commercial Zone (MURCZ): At the last work meeting, the Council reviewed this proposed Ordinance and asked that it be brought forward for final adoption. See enclosed staff report and draft ordinance provided by Tony Kohler. Staff would recommend approval.

Item 7 – Approve Ordinance No. 2016-2, an Ordinance Vacating Lot 2 of the Valley Station Subdivision and Lot 2 of the Liberty Station Subdivision: In order to approve new subdivision plats on parcels within the Valley Station and Liberty Station Subdivisions, the City has to first approve the vacation of these two lots. Enclosed is a staff report prepared by Tony Kohler which includes a draft ordinance and plat map of the property that would be affected.

Item 8 – Final Approval for the District at Valley Station Subdivision Plat A and Plat B at Approximately 1000 South 300 West, Vertical Land LLC: Enclosed are proposed subdivision plats for the District at Valley Station Subdivision Plat A and B. These proposed subdivisions are dependent on Council approval of Item 6 and 7 on this same agenda. Enclosed is a staff report from Tony Kohler and the proposed subdivision agreement for Council review. Please note proposed changes discussed by the Council during work meeting are found in paragraph 1(d) which shows language proposed by the developer. The Planning Commission has reviewed the proposed developments and is recommending approval. Staff would also recommend approval.

Item 9 – Approve Contract to Purchase 2.93 Acres of Land on Heber Parkway from Maverik Corporation: Via email, I will provide a copy of the proposed purchase agreement with Maverik to obtain the 2.93 acre parcel of land within the airport Runway Protection Zone (RPZ). The FAA has reviewed the proposed contract and is supportive of the land purchase at the noted price. Because Maverik will not have ownership of the property by January 21st. I would ask that the purchase agreement be approved subject to Maverik obtaining title to the parcel we desire to purchase. Staff would recommend approval.

Item 10 - Closed Meeting as Needed:

MINUTES

1 Heber City Corporation
2 City Council Meeting
3 December 3, 2015
4 6:00 p.m.

5
6 WORK MEETING

7
8 The Council of Heber City, Wasatch County, Utah, met in **Work Meeting** on December 3, 2015,
9 in the City Council Chambers in Heber City, Utah

10
11 I. Call to Order
12 City Manager Memo

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

Excused: None

Also Present: City Manager Mark Anderson
City Attorney Mark Smedley
City Engineer Bart Mumford
City Planner Tony Kohler
Chief of Police Dave Booth
Senior Accountant, Wesley Bingham
City Recorder Michelle Limón

15 Others in Attendance: Darryl Glissmeyer, Todd Cates, Jeff Smith, Tracy Taylor, Ronald
16 Crittenden, Dave Hansen, Braxton Schenk, Chris Tapia, Mai Tapia, Kelsey Berg, Kelsey Kerr,
17 Jeff Wade, Kylea Trudee Peterson, K. R. Coleman, Mark Arrington, Brian Baker, Vince Coley,
18 Jan Olpin, Ryan Starks, Tom Schofield, and others whose names were illegible.

19
20 Mayor McDonald called the meeting to order. He noted Council Member Patterson would be in
21 attendance shortly.

22
23 Mayor McDonald went on to say December 10, 2015, the County Council meeting had changed
24 to 7:30 p.m. at the County Council Chambers. They have a prior meeting; in addition, it worked
25 better for City staff because they had Planning Commission that evening as well. Mayor
26 McDonald stated they had a short agenda so far. They would be talking about combining events
27 with the City and the County. He said they would be looking at changing the parade time from
28 off of Friday night, and Chief Booth would be handling that. Furthermore, they would be talking

1 with the County regarding an update on the Hickey property, which they had been talking about.
2 Mayor McDonald said the big topic would be the annexations; the City was looking at bringing
3 more annexations into the City. Finally, Mr. Mumford had a traffic study to present to them.
4

5 Mayor McDonald informed the Council on Saturday, January 23, 2016, they would be having
6 their budget planning meeting for the year 2016. He noted the meeting would start at 8 a.m., and
7 it would be conducted at the Senior Center. Council Member Franco inquired if that was a new
8 name for their strategic planning meeting. Mayor McDonald stated they could call it retreat,
9 strategic planning or budget meeting. He indicated they would have breakfast from about 8:00
10 a.m. to 8:30 a.m., and it would last most of the day until about 5:00 p.m.
11

12 1. Discuss Proposed Changes to the Heber City Park Use Policy 13 Staff Memo - Park Use Policy 14

15 Mayor McDonald stated they had some City staff that would like to propose some changes to our
16 Heber City Park and Use Policy. He invited Suzanne Hansen and Mark Rounds to stand and
17 present their ideas to the Council.
18

19 Ms. Hansen informed the Council the last two events at the City Park have been somewhat
20 problematic for her and Mr. Rounds' departments. She explained the events were late in the year
21 and the water had been turned off, which had upset the individuals. Ms. Hansen went on to
22 explain the way the policy was now, it read in the very first paragraph, fund raising may be part
23 of the event, but shall not be the primary or the only reason for the event. She went on to explain
24 what the applicants are doing was putting on their application that the event was for an
25 educational purpose; however, when you go to the event, it is 100 percent fund raising. Ms.
26 Hansen stated we do not have the staff to handle all of the events. She said she was getting called
27 for individuals wanting fund raisers and mini carnivals; in addition, the Parks department does
28 not have the staff.
29

30 Mr. Rounds addressed the Council. He said they have a limited staff, especially later in the fall.
31 In addition, 75 to 85 percent of their burials are conducted on the weekends. And during these
32 special events, he received phone calls saying the individuals need toilet paper, water, or
33 electricity, but his employees are stuck at the cemetery, which in his mind is the priority. Mr.
34 Rounds stated it was becoming problematic. It's been that we haven't wanted fund raisers, but
35 we are always finding individuals that want them. Ms. Hansen gets contacted all the time for
36 them. Mr. Rounds informed the Council that his department was not against them; however, he
37 does not have the staff to properly staff the events like they do the farmer's market. Therefore,
38 they are coming before the Council to ask to change the policy.
39

40 Ms. Hansen indicated, in the event there was a worthy cause, they would need to get their
41 application in much sooner than she is getting them. She said sometimes she received the
42 applications two days prior to an event, and she cannot do that. She went on to say, she goes
43 over to the event on Saturday and finds they have six or seven food vendors that are not listed.
44 The Health Department had not signed off on the vendors; in addition, the City was not receiving
45 sales tax. She stated the problems are just growing, and they feel like they need to make it so
46 there are no events at the City Park other than City sponsored events. It was clarified that would

1 be events such as the farmer's market, car shows, recitals and family reunions. However, when
2 they start bringing in outside vendors, and they need Mr. Rounds to provide all the manpower,
3 they don't have the manpower.
4

5 Council Member Rowland indicated he saw the park as a public space; and if the public wanted
6 to use it, what can we do as a government to accommodate that. He inquired if it was a staffing
7 issue; is it an application issue; are we not asking the right questions; is it an enforcement issue;
8 are we not going after the fact and following through with fines. He said he was curious if there
9 would be a possibility to include in application all the services that may be required.
10

11 Council Member Rowland stated he agreed that the application should be submitted much sooner
12 than what Ms. Hansen was receiving. He went on to say perhaps the application should be in
13 more detail, for example, do you need electrical or garbage pickup. Ms. Hansen said those details
14 were in there. Council Member Rowland suggested if they didn't indicate they needed those
15 services, they may be out of luck. Ms. Hansen said, yes and no. The last event was Solider
16 Hollow, and if the City said no, it could be a black eye to the City.
17

18 Council Member Potter inquired about a deposit. So if individuals use so many services, the
19 City could hire someone temporarily to provide some of these things so they City was not
20 shutting them down but they are paying for the services they are getting that are above and
21 beyond what the City can typically offer. Ms. Hansen indicated that more than likely those
22 would be overtime fees.
23

24 Council Member Franco stated they should figure out the fee that it takes to pay the overtime for
25 the person for a two-hour event, a four-hour event or an all-day event, and then they should have
26 to pay that user fee up front. Mr. Rounds informed the Council they have tried that in the past;
27 however, he can't just throw high school kids out there to do those types of events. He had to
28 send one of his senior employees there. In addition, he had 75 to 80 percent of their burials on
29 the weekends; and they want time off on the weekends as well. Mr. Rounds went on to say he
30 had spoken with other communities regarding this situation. Some do what Heber City does, but
31 some have gone into some extensive things. He explained communities such as American Fork,
32 Pleasant Grove, and Spanish Fork, have full-time park staff of ten to 12 employees. Therefore,
33 it's not a big deal to them. However, he only had three employees in his department. He stated he
34 didn't need ten employees; he's fully staffed right now.
35

36 Council Member Rowland inquired even if the use fee was high enough, you're saying it
37 wouldn't matter. Mr. Rounds said to his guys, the City could charge \$100.00, and they are still
38 going to get overtime. He said most of his employees were younger, and they have families.
39 They want to spend time with their families. He went on to say in the winter, they are covering
40 burials every weekend. Council Member Rowland and Franco questioned if that was an issue in
41 the winter. Mr. Rounds indicated in the winter it was tough. The summer was a little easier
42 because he has some seasonal help. Councilor Rowland said he was asking because he had never
43 really seen an event at the park in the winter. Ms. Hansen explained the last two events were
44 after his seasonal help was gone. Councilor Rowland suggested as a solution they say after that
45 point, events in the park cannot occur. Mr. Rounds said that could be a possibility; however,

1 everyone has a woe is me story. Councilor Rowland stated I think we need to stand firmer to our
2 policies.

3
4 Ms. Hansen informed the Council that right now they have a \$30.00 non-refundable application
5 fee and the park use fee is an additional \$30.00. In addition, they have a clean-up cash bond of
6 \$500.00, which she believes they have always given back with the exception of one time. They
7 kept \$25.00 for a bathroom issue.

8
9 Mr. Rounds said he liked to check on the younger employees. He explained if an event was on a
10 Wednesday night, he would pull them off the crew during the day. However, if the City was
11 willing to pay the overtime, if that needed to be covered, it had not been a problem, but it could
12 become a problem.

13
14 Council Member Rowland said he particularly enjoyed seeing events at that the park. He stated it
15 seemed to be a nice attraction and gave some vitality to the City. Whenever he sees an event at
16 the park, he may not know what the event is, but he sees something set up. Ms. Hansen informed
17 Council Member Rowland that some of the events he was seeing never came into the City. She
18 sees them as well. Council Rowland said point being; my question to the Council would be
19 rather than banning events, should we provide more resources to the Planning and Parks
20 Departments so these can happen? He stated his feeling was yes. Council Member Potter agreed.
21 She went on to say there are not many places in Heber City to have events like this. It seemed in
22 most cities you can use a park or a facility. She would rather provide more resources or charge
23 people money for what they are getting so they can have these events. She believes that was part
24 of being a community. Council Member Franco added once the Central School comes down, and
25 that turns into a nice landscaped area, they will have even more of a demand. It's a central
26 location. They would either need to set up a user fee with a sooner deadline - a two week
27 deadline for the application. In addition, they need to be stricter about saying if they don't get it
28 in on time, there is no if, ands or buts, because then hopefully they could work their schedule
29 better with staff. She went on to say the overtime costs would be covered in the user fee.

30
31 Council Member Potter suggested they could hire a part-time individual if it was that extensive.
32 Mr. Rounds said he thought they should be very careful about what type of events they should let
33 happen at the park. He indicated he thought they shouldn't be having yard sales or multi-family
34 yard sales at the park. He informed the Council it has become a big problem at other cities, such
35 as, Brigham City and American Fork, and they have placed statues in places to prohibit that use.
36 Council Member Franco clarified that they don't allow that use now. Ms. Hansen said that was
37 correct, and that is why they have done this in the first place. They have been getting multiple
38 requests from individuals to have their garage sales and multi-family yard sales at the park. Mr.
39 Rounds explained it was hard to distinguish between the baseball team that wanted to have a
40 yard sale vs. a multi-family.

41
42 Council Member Rowland stated that leads a good segue to his question. He indicated it sounds
43 like there has been some abuse of the application process. He inquired what tools could you use
44 or have so if you do see an improper use or vendors at an event that have not been properly
45 licensed. Do you need more police support? In an ideal world, what would you like to see?
46 Ms. Hansen stated in an ideal world, if the police saw a vendor at the park, she would like to see

1 them stop and ask the vendor for their permit. Mayor McDonald said what you are saying was if
2 it was a City-sponsored event, they could probably have them come in and talk to the City
3 Council, and have them say they would like the City to sponsor their event, and have them get
4 approval to do so. Then we would provide the manpower and the resources, and we know they
5 are coming in and that way we are not shutting them down. Ms. Hansen indicated that was
6 correct. That would make them come in more than two-days prior to the event.

7
8 Mayor McDonald stated he didn't like it where the Parks Department had to utilize their
9 manpower during the evening, and it loses them during the day at the park. He noted that
10 staffing was a problem with it too. Council Member Rowland said it was the same process; they
11 still have to come in. Whichever way you call it a tomato, we are still dealing with an
12 application process; details in the application being enforced; certain items being clarified;
13 allocation of resources. He indicated that he didn't quite understand how calling it a City-
14 sponsored event would solve those problems. Mr. Rounds informed the Council that a City-
15 sponsored event is very planned out. He noted that he staffs his employees accordingly. He went
16 on to say he was all about the events at the park as long as it's a sponsored event that benefits the
17 whole public - not just a single enterprise. He said when it starts to affect how they get their jobs
18 done, that's when it becomes a problem.

19
20 Mr. Rounds explained they had an event that ran concurrent with three burials on a Saturday. He
21 didn't think they had to do anything except put out the signs. Then the next thing he knew, he
22 received a phone call from a friend that said they were getting bashed on Facebook because there
23 wasn't anyone at the park to make sure things were getting done. Ms. Hansen added she received
24 the same call. Council Member Rowland asked to walk through that scenario. He inquired if that
25 were a City-sponsored event, and Soldier Hollow came in, would we just call it a City-sponsored
26 Soldier Hollow event. Mr. Rounds indicated it would be a City-sanctioned event.

27
28 Council Member Patterson and Rowland questioned what "sponsored" meant. Does that mean
29 they have to come in and get a permit legally from the City? Mr. Rounds explained it was
30 something signed off on by the Council. Council Member Rowland indicated they need
31 permission already to use the park. Mr. Rounds said yes and no. Individuals would come in and
32 speak to Ms. Hansen and indicate they want to have something at the park; and the next thing
33 they know, it is a fund raiser. He went on to explain they pull trucks in at the park, and they run
34 over valve boxes and break sprinklers. If he knew it was coming, he could mark the sprinklers,
35 and have someone there to tell them where they could park. Councilor Rowland pointed out that
36 the first line of the Park Use Application stated the following must be submitted at least four
37 weeks prior to the event date. He stated it sounded like nothing would change it. We already
38 have everything. We just need to enforce it.

39
40 Mr. Rounds explained that was where the problems came in. The applicants come in and say
41 they have already advertised the event. They want to be good stewards; they want to help people
42 with their situation. Councilor Member Franco stated then we need to charge them triple. If they
43 are going to do a last minute or a non-event, we need to have a some mechanism that we can go
44 in and say okay, your here and no one knew you were coming so you are going to be fined or pay
45 a fee now. It doesn't give them the right to do whatever they want in the park; no one has that
46 right. Ms. Hansen clarified when you say fine, does that mean that is something you want me to

1 be able to do administratively. Council Member Franco indicated that was correct. Council
2 Member Rowland said it sounded like a late application fee to him. Mayor McDonald indicated
3 that he thought the applicants would give Ms. Hansen a hard time collecting that fee. Council
4 Member Potter suggested it could come out of their deposit.

5
6 Discussion followed regarding the last event. Ms. Hansen explained the applicant paid the \$30
7 park use fee and the \$30 processing fee, and the \$500 bond, which was all refunded except \$25.
8 Council Member Potter inquired if the additional fee could be withheld from the \$500 bond. Ms.
9 Hansen explained to the Council that this particular event was a church. Council Member Potter
10 said she didn't think it really mattered - rules are rules. Ms. Hansen indicated that it didn't, but it
11 wasn't the main church; and she didn't want people to say they were picking on them. Council
12 Member Franco said no, there just needed to be clear enforcement, and somehow we need to
13 figure out what is best for current staff or hire for that. If they are not giving you four weeks,
14 then I think we need to say I'm sorry you can't use the park. Mr. Rounds inquired if staff would
15 be able to enforce that.

16
17 Council Member Rowland said if applicants came to the Council and complained that staff
18 would not let them use the park two days before an event, he promised Mr. Rounds that the
19 Council would support them and say good job for standing your ground. Mr. Rounds indicated
20 he had an applicant go to a Council Member in the past, and they made accommodations. He
21 said they were all about community; we don't want a black eye on the City. It's where we live
22 and work, and we want to make sure things are done right.

23
24 Mr. Anderson suggested to Mayor McDonald that based on what he had heard from the Council,
25 they go back as a Staff and look at the existing policy and look at reviewing the fees to make
26 sure that they make sense in light of the expense the City incurs to support it. That they look at
27 timeframes within the year so those kinds of events won't be permitted primarily due to weather
28 conditions. Maybe have some additional language that made it a little stronger as far as the City's
29 ability to enforce some of the provisions here. Mr. Anderson stated he appreciated the support
30 that is being expressed for staff. He said admittedly they try and accommodate even when they
31 shouldn't because that is what they are supposed to do. Knowing they have the Council's
32 support, will help staff in feeling confident in telling applicants no, and that they would have
33 backing there. The applicants will learn their lessons and be better prepared the next time.

34
35 Mr. Rounds explained in other entities he had talked to, they have staff set aside that do this; it
36 would be as if Ms. Hansen had staff. They are a little bigger than we are. For example
37 American Fork, they have an event staff. They will even cater events. Mr. Rounds indicated
38 they mow lawns and fix sprinklers. As far as putting on events, they are a little rough around the
39 edges.

40
41 Council Member Rowland said we may get to where we may need that one day. And what we
42 do now, will set the ground work so we know how to do that in the future. Ms. Hansen reiterated
43 their biggest problem was both the departments do not have the manpower to do that.

44
45 Council Member Franco inquired if this was happening every weekend or every week during the
46 spring, summer and fall; or maybe twice a month. Mr. Rounds indicated they have had six. He

1 explained they are getting bigger and becoming a more diverse community. Ms. Hansen added
2 that she turned applicants away as well.

3
4 Council Member Rowland questioned if they would be willing to proposing a very skeleton
5 specialist event department for that three to four month window for when the park was utilized.
6 He noted there were budget meetings coming up and perhaps if there was a sense of what it
7 might cost, it may not be needed this year, but there would be an idea of what it may involve.

8
9 Mr. Rounds said they could shut everything down in the winter. He said he had interest from
10 other Councils in having a winter festival, but right now they are not set up to do anything. He
11 believes if they want to do something, they need to do it right.

12
13 Council Member Franco inquired if there was a way to turn on the restroom water without
14 turning on the sprinkler water. Mr. Rounds indicated there was. She questioned what Mr.
15 Rounds thought about putting heat into one of the restrooms and having that available; or do you
16 not think that is a big complaint? Mr. Rounds noted he had not had a lot of complaints; however,
17 it would be an expense.

18
19 Mr. Rounds indicated that they have some pretty cool things planned for the park. They just need
20 to do better at what they are doing; whether it is in the planning stage or the implementation
21 stage. He went on to say a two-day notice or two-week notice was not adequate. He believes
22 they need a four to six-week notice to do it right. In addition, they need to set guidelines on what
23 it should be. He said I work for the City; I would do whatever you tell me to do.

24
25 Mr. Darryl Glissmeyer addressed the Council. He stated that he worked at a high school with
26 5,200 students. He noted with 50 acres, they had this problem. They were renting their football
27 stadium, which seated 5,200 individuals for \$500 an event and everyone else around them was
28 charging \$2,000. He went on to say, they finally put together a very comprehensive application
29 that said here was what we provide, here was what we will not provide, it asked what they
30 needed, and it was all initialed. If they got there, and it was not initialed, they did not provide it.

31
32 We told them that all activities were at overtime pay, and it came out of the fee that they paid
33 because they were asking me to provide my custodians to leave their jobs to go clean up some
34 place, and they weren't getting their jobs done. He stated when he did that, he did not have one
35 single person complain about those fees. Mr. Glissmeyer said all applications were also
36 forwarded to the Police Department so the police knew when an event was going on at the park.
37 He said you really have to enforce it. He reiterated you have to have a very comprehensive
38 application that specifies exactly what you do and what you don't do; in addition, you need to
39 sign off on what they need. Council Member Franco inquired what the time period for deadlines
40 was - four weeks. Mr. Glissmeyer said it was two weeks. He explained he had 1,000 events at
41 his high school outside the classroom, and it was hectic.

42
43 Mayor McDonald indicated both of you have received some feedback and some ideas from the
44 Council. Maybe you could go back and look at the policy again and see if you could amend it to
45 the way Council's direction is looking at and propose some other idea. Mr. Rounds said he knew

1 there would be some concerns, and they can go back and tweak it to come up with some good
2 ideas.

3
4 **5. Presentation of First Quarter Financial Results**
5 **First Quarter Financials**

6
7 Mayor McDonald indicated they have the City Accountant, Mr. Wes Bingham, with them
8 tonight. Mayor McDonald turned the time over to Mr. Bingham. Mr. Bingham explained to the
9 Council that part of the change they had made in the Hogan Contract at the Public Safety
10 Building was surge protection. He went on to say he was just going to give the Council an
11 update.

12
13 He noted the audit would be a formal agenda item on the agenda the first week in January. He
14 said he had received a draft copy of the audit report, and he was currently reviewing the auditor's
15 report to make sure he agreed with what was contained in it. He expected the auditor to release
16 his opinion and provide a copy within a week or so. He added that he would have it posted on
17 the City's website as soon as it was released and send a copy to each Council Member's e-mails.

18
19 Mr. Bingham referred to the financial report. He indicated that pages three and four were the
20 executive summary; the next two pages touch upon revenues and the different types of revenues
21 and some trending information over the years. Council Member Rowland inquired why licenses
22 and permit were down from 2014. Mr. Bingham indicated he could look at that in more detail.
23 Council Member Rowland said he thought that would be an area there would be an increase
24 year-to-year with more usage and more activity in the City. Mr. Anderson stated some of it may
25 be the City is just starting to do the business license renewals; they will probably go out this
26 week. That revenue does not come in until the end of December or the first part of January.
27 Council Member Rowland indicated that he was looking at year 2015. It showed a decline in
28 revenues. Council Member Bradshaw pointed out there was big jump from 2013 to 2014; he
29 was wondering if there wasn't something that ended up in the wrong year. He noted \$628,000 in
30 2015 was significantly higher than 2013. Council Member Rowland questioned if that included
31 building permits as well.

32
33 Council Member Franco asked Mr. Bingham to go back one page. She said there was the same
34 instance when it came to the TRT. It went down in 2015 from 2014. She questioned if one of the
35 City's hotels was out of commission for a while or was it due to less demand. She inquired if Mr.
36 Bingham had any ideas. Mr. Bingham indicated that he did not know. He stated those were all
37 State provided revenues forwarded from the County. He would have to say the demand had
38 decreased based on that.

39
40 Mr. Bingham pointed out the orange portion of the report was a summary of the more detailed
41 blue portion. He explained he had three to four pages in orange giving the less detail; however
42 the blue figures feed into each of these. Mr. Bingham said you can see tax revenues of \$896,000,
43 which consist of sales tax, property tax, franchise tax, transient room tax, and some penalties and
44 interest. Mr. Bingham referred to the budget portion of his presentation. He stated there were
45 columns, which were the original budget and the amended budget; in addition, he had actual to
46 date.

1
2 He said based on where we are at in the year, where we have completed the first quarter, our
3 percentage target was at 25 percent. He pointed out their sales and use tax was at 29 percent,
4 which was highlighted in green because their revenues have exceeded what they had targeted at
5 this point in the year. Mr. Bingham indicated the final column was the year-end projected
6 figures. He noted he had started to adjust some of the figures a little bit; however, where it is
7 only the first quarter, he doesn't want to adjust it too much and get into too much detail because
8 they are only three months into the year and a lot can change between now and the end of the
9 year. He stated where he saw enough of a difference, for example building permits, which they
10 have already reached 70 percent of their budgeted revenue. He believed they would exceed their
11 budget so he estimated approximately \$600,000.
12

13 Mr. Bingham said to summarize, he referred to the different departments in the General Fund
14 and where they are at currently at this point in the year. He noted general government buildings
15 were a little bit over and some of that related to the lighting strike. The City still had not
16 received some of the insurance revenues that would offset those figures. He said overall, he is
17 looking at those expenditures through the first quarter, and he does not see anything that would
18 throw the City out of budget. He referred to some of the other departments that were in red, for
19 example, Parks and Cemetery; he said a lot of that had to do with seasonal operations.
20

21 Mr. Bingham referred the Council to transfers. He indicated they had made one transfer, which
22 was the one transfer they would make for the year. He didn't expect any other transfers for the
23 year.
24

25 Mr. Bingham indicated that overall they were at 27 percent of budget, and he thought they would
26 come in close to budget. Mr. Anderson informed the Council that Mr. Bingham had not done any
27 modifications to projected amounts on the expenditures, but understand we would be considering
28 some of those things tonight in the budget amendment that would change those numbers. He
29 went on to say there would be about \$277,000, which would come down with what impacts the
30 Council might approve tonight.
31

32 Mr. Bingham said based on Mr. Anderson's comments, he was expecting a surplus of \$277,000.
33 Some of what Mr. Anderson was talking about relates to the hiring of an Assistant Engineer.
34 With the budget amendments they have, that would increase the General Fund expenses by
35 approximately \$50,000.
36

37 Mr. Bingham referred to Shop with a Cop. He explained they have currently collected over
38 \$3,000 for the program. He indicated that he had spoken with Officer Cole Darbro today, and he
39 indicated there are some additional donations that they are expecting.
40

41 Discussion followed regarding the Public Safety Building project costs. He indicated that he had
42 some meetings with Officer Brandon Shopay, and they are trying to figure out where they were
43 at, and he had started putting together a spreadsheet with some note, which he could forward to
44 the Council. He went on to say the spreadsheet noted what had been approved under the GSBS
45 line item Hogan contract, which was non-fixed equipment and furnishings, impact fees,
46 underground utilities, bond costs and contingency. He said what was approved was 7.9 million

1 for the project. We have currently spent 7 million on the project, and we are expecting to come
2 in at or near budget.

3
4 Council Member Franco inquired about the contingency - would it be gone. Mr. Bingham
5 indicated that he thought it would be gone. Council Member Franco questioned where they were
6 at with it as of now. Mr. Bingham stated at this point they have identified some items where
7 they could spend the funds, and they need to wait a little bit and watch and see so they don't have
8 any surprises.

9
10 Council Member Franco inquired when Mr. Bingham thought the majority of those bills would
11 be paid. Would it be by summer? Mr. Bingham indicated by this point he was not seeing
12 anything that would put them over budget, and the majority of the costs were in; they had spent 7
13 million of the 7.9 million. He thought it would be more management of what they could expend
14 and maybe there would be a couple of items they could not.

15
16 Council Member Franco pointed out the cement pad by the community room was much higher
17 than the existing ground level. When they demolish the Central School, and take out all of the
18 dirt out front, and try and level it out it, would it be equal to the cement pad. Chief Booth
19 indicated that was his understanding. Councilor Member Franco stated so there will be quite a
20 ridge there all the way around the block on the front when they level it up. Chief Booth said his
21 understanding was there would be a plaza area and then it would level off to the landscaping.
22 Council Member Franco indicated there would be a ridge there by the community room because
23 of how high the cement is right now. Chief Booth said he would have to look at the plans.

24
25 Council Member Franco stated she would prefer for it to be level not a rounder ridge all the way
26 around. Chief Booth said if he remembers right that was the plan because he thinks there is a
27 sidewalk right off the plaza area to the front of the building to the larger plaza area to the south.
28 Chief Booth explained they have not started to look at any landscaping plans at all. They have
29 focused solely on the interior of the building and what they had to do with the rear of the
30 building. Council Member Franco stated that was just a little detail. It was like the park where
31 they had a steep drop off, and they might want to see if they just need some stairs on the north
32 side of the cement pad to come down to the road where it would be easier to come down with a
33 lot of people. Chief Booth said he would have to look at it. He went on to say in January or
34 February the existing building would be demolished, and then he would say probably March they
35 would be looking at a lot of that area. He said he could try and get a sneak peek at it.

36
37 Mr. Bingham explained in the water fund they have received revenues of \$566,000, and they
38 have had expenditures of \$554,000 in the first quarter. That is including a depreciation figure of
39 \$185,000. So they are trending toward a position cash position including depreciation. He does
40 not feel like this negates prior discussions they had on their rates. He believed this may be
41 seasonal.

42
43 Discussion followed regarding the sewer fund. They are not in as good of a position as the water
44 fund is currently doing. However, they are trending where they expected the fund to be. At this
45 point, they have revenues of \$268,000 and expenditures of \$391,000.

1 Finally, he said he would touch on the budget amendments, which had not been included in the
2 report. The proposed amendment for an Assistant City Engineer would result in \$80,000 in
3 wages annual. The benefit costs would be approximately \$36,000 annually. The amendment
4 called for \$18,000 in benefits for this budget year. Mr. Anderson suggested they cover the
5 amendments in the budget hearing.

6
7 Mr. Bingham informed the Council that Mr. Mumford would discuss the Northwest sewer
8 project later on in the meeting. Finally, they cut a check for approximately \$440,000 related to a
9 UDOT 6th South project, which is a deposit to be held by UDOT.

10 11 3. Discuss Red Ledges Water Line Easement

12
13 Mayor McDonald stated there had been some discussion on how to work with the waterline
14 easement with Red Ledges. Mr. Todd Cates, Red Ledges, addressed the Council. He said he
15 would like to spend a few minutes reviewing a few things and then get on to the topic at hand.

16
17 Mr. Cates went on to say, the reason he thought he would review a few things was because most
18 of the Council Members were not on the City Council at the time they started Red Ledges. Mr.
19 Cates indicated the thing he wanted to talk the most about was the inter-local agreement, and
20 how it was set up and structured. He explained it was signed in 2007, and it was a four-party
21 agreement between Heber City, Wasatch County, Twin Creeks, and Red Ledges. The whole
22 idea and intent behind it was to provide for the annexation of Red Ledges into Heber City. Then
23 provide for water and sewer to be done through Wasatch County through the Twin Creeks
24 Special Service District. Mr. Cates stated there were quite a few other items that were discussed
25 and added to that agreement.

26
27 Mr. Cates indicated that one of the hot topics that came up during that time period was what the
28 traffic impacts would be. He stated he thought that was the issue at hand today when they talk
29 about the extension of the bypass road as well as the easement that they are ready to pass along
30 to the City. Mr. Cates explained on the traffic side of things, there were many studies completed
31 and Fehr & Peers was an engineer they hired, and they did a few different studies. Their worst
32 case scenario study showed projected average daily trips down Center Street in the year 2030;
33 they assumed a 6.7 percent growth rate and traffic growth rate and 100 percent primary homes in
34 Red Ledges, which no one thought they would reach, but they wanted to come up with a worst
35 case scenario.

36
37 Mr. Cates noted that 6.7 percent was double the growth of Main Street over the previous five
38 years. He stated it was a huge growth rate compared to what would actually happen. He went
39 on to explain they took in to account all proposed and future development so it was not just Red
40 Ledges. Mr. Cates indicated there was another study conducted. He said originally,
41 Mountainland did a study, which they thought was a fair 3.7 percent traffic growth rate and their
42 study projected a 100 percent primary homes in Red Ledges as well. However, they had other
43 studies conducted, which indicated at most, they would be at one-third primary homes in Red
44 Ledges.

1 Mr. Cates noted that the density was done at 1,454 units; however, their master plan had them
2 approved at 1,210 units so they are significantly less. Mr. Cates stated even using the worst case
3 scenario that Fehr & Peers came up with, they stated there was more than enough capacity for
4 Red Ledge's traffic within the City as it sat at the time and there was even enough capacity for
5 some county growth at the time based on certain upgrades.

6
7 Mr. Cates said one of the items that came up as well, was the City and the County was pushing
8 onto Red Ledges the responsibility for all of the future traffic and that is how the bypass road
9 idea came about. He went on to explain what they pushed back on at that point in time was, if
10 there was growth in the County that should not be on Red Ledges. He said to be fair, those
11 developers in the future, should contribute something toward traffic situations or traffic issues
12 that came up in the future. However, that never did come to fruition; everything was put on Red
13 Ledges.

14
15 Mr. Cates stated coming out of that inter-local agreement they were assigned the task to pay 1
16 million dollars toward the upgrade of Center Street, which they did. The bypass road was
17 required in spite of the engineer's statement against it and in spite of the City's plan to utilize Mill
18 Road as the connector. If you look at all the original traffic studies and plans for the City, Mill
19 Road was the road to pull traffic off of Center City, and we were told that didn't matter, and we
20 needed to do the bypass road. Mr. Cates went on to explain they were required to pay half of the
21 cost of a lot on Mill Road to allow the bypass road to connect into Mill Road. In addition, they
22 were required to secure an easement across Stone Creek, which they paid a million dollars and
23 quite a few other items were given up to Stone Creek to allow for the bypass road to cut across
24 their property and all of the reason behind this inter-local agreement was for the better good of
25 the community. He said in the end, they recognized that was the case and wanting to be a good
26 community partner, they signed the agreement.

27
28 Council Member Franco inquired if Mr. Cates could tell her where the easement across Stone
29 Creek was that they paid for. Mr. Cates showed the Council on the map where the bypass road
30 was; and the easement was on the north end of Stone Creek. Mr. Cates explained it was a
31 recorded easement against the property that allowed for a road to go through that section of the
32 property.

33
34 Discussion followed regarding the easement. Council Member Franco questioned if the property
35 had been surveyed; if there was a legal description and if it had been recorded at the County. Mr.
36 Cates informed the Council they had a legal description and the property had been recorded at
37 the County.

38
39 Mr. Cates informed the Council what they were asking for at this point in time was to delay the
40 bypass road. He said the inter-local agreement and extensions were signed in very different
41 circumstances from where they are at today. He said he was not sure where traffic patterns were
42 at today on Center Street. He was 100 percent sure they were not where they expected them to
43 be today. Mr. Cates went on to say, when they came in at the beginning of the process in 2005,
44 they expected to have Red Ledges approved and sold out somewhere between 2018 and 2020.
45 They are nowhere near that. Mr. Cates indicated they have 88 homes built and another 29 home
46 under construction. They have about 400 home sites sold. They have a long ways to go before

1 any traffic impacts come out of Red Ledges. Mr. Cates noted they have about one-third sold and
2 about a twelfth of the homes built.

3
4 Mr. Cates stated there was one reason to build the bypass road at this point and time. He went on
5 to say there was no community benefit to it; there was no benefit to Red Ledges or to the County.
6 He said their feeling was it should be put off at this time. Mr. Cates stated going through this
7 process and getting some of the push back he had received regarding Red Ledges not doing the
8 bypass road was kind of surprising. He indicated that he was not aware of any other developer
9 that had been required to do as much as they have done in the community. He said they were
10 happy to do it because they were a member of the community, and they want to be here for a
11 long time. He hoped to live here for a long time as well. In addition, Red Ledges felt like it had
12 been a good partner to the community.

13
14 Mr. Cates stated he got a little bit defensive because he does not see Ivory Homes, Edge Homes,
15 or a Stone Creek or anyone else who is developing coming in and making these types of
16 commitments to the community. He said he did not believe where there is no issue of not doing
17 the bypass road right now; it's not a hardship on anyone. Mr. Cates indicated he also got a little
18 offended when he heard from certain individuals within the City who believe he should build a
19 bypass road to benefit another business. This bypass road was never imagined and there was
20 nothing mentioned in the inter-local agreement about Red Ledges building something to benefit
21 another business. He thought he was being asked something that was comparable to asking those
22 present at the meeting to build a building so a new business could come in and run their business.
23 He indicated that he did not think it was the right of government to push someone to put money
24 into someone else's business for their benefit and profit.

25
26 Mr. Cates reiterated the inter-local agreement was imagined and brought up so it could be a
27 community benefit when the time was right and that time has not come forth. Mr. Cates noted in
28 talking with some members on the Council, he had heard some good ideas of possibly putting off
29 the time it is built until the road goes in. He referred back to the map, and said until the road
30 goes in through the expansion and through the cemetery and Bassett property, if that road was
31 going in, he believes that would be a good time for Red Ledges to step up and build that road.
32 He thought that was fair for all and, he thought that was what would allow for a good community
33 benefit.

34
35 Mayor McDonald indicated he would like to go back to the issue of the waterline easement. He
36 said they have two subdivisions plus Valley Hills. He said it was a critical piece that needed to
37 get put into the City system – the easement to get that waterline in. He questioned what Mr.
38 Cates thoughts were about granting rights to the easement now so we can put that waterline in.

39
40 Mr. Cates indicated they were very open to granting that easement at any time. We have always
41 considered that something we would be happy to do; however, they feel like they are getting so
42 much pressure from certain people that we need to work out all the items and details all at the
43 same time. He went on to say instead of piece milling things, they need to come up with one
44 agreement and do it all at the same time.

1 Mayor McDonald stated he would probably like to keep them separated - the bypass road and the
2 waterline. The line probably needed to go in by next year. Mr. Cates said they were happy to
3 sign an agreement and an extension. They could do that next week.
4

5 Council Member Franco agreed with Mayor McDonald. She stated she would like to keep the
6 issues separate. She indicated her concern was if they were saying the bypass road should not be
7 built until another developer does their job, they are having issues with them and other
8 developers right now. She didn't want to add on another developer to make anything contingent
9 upon that in the future. She inquired if they could get the waterline easement deeded to the City
10 so some work could be done and it could be restored back to its original conditional as it is right
11 now. She reiterated we need that waterline to go in. She inquired if it was possible to just get the
12 waterline easement.
13

14 Mr. Cates stated unfortunately ownership had not given him the authority to do that as of yet. He
15 thought it was the CEO mentality. They want to keep everything wrapped up; it's all about
16 surety and being sure that everything is done correctly and right. He thought they needed to
17 work everything out, and he thought they could do it all in short order and come up with a
18 compromise that worked for everyone.
19

20 Council Member Potter inquired if they were still open to the offer they made previously, or
21 what are they thinking at this point. Mr. Cates said possibly. They need to discuss it a little
22 more. What he has been discussing with them lately was along the lines of if the other pieces go
23 in, they would start to build their piece as well.
24

25 Council Member Franco stated we appreciate that, but I hope you can see my concern. We are
26 having trouble with two developers working together. She said why add in a third to try to work
27 together on this issue. She indicated it was too many balls for this particular deal. They would
28 really like to separate it out and get the waterline easement as soon as possible with assurity to
29 you that your land would be restored to its original condition.
30

31 Mr. Cates reiterated that he could not make any commitments along those lines. Council Member
32 Rowland said it sounded like ownership was saying they would rather include the language
33 specifying when the bypass should be built with the easement rather than separating it, which
34 they would be prepared to do next week. Mr. Cates indicated that was correct.
35

36 Council Member Rowland stated in addition, it was also his understanding there was still some
37 issues between the agreements with yourself and Stone Creek regarding retention ponds and
38 connecting points to their property. What is Red Ledges view points on those issues; are you
39 aware of those issues? Ms. Cates indicated he was aware of those issues. He said he had been in
40 multiple meeting regarding those issues. He went on to say three to four months ago he was in a
41 meeting with their attorneys and Stone Creeks' attorneys and owners, and they offered ideas and
42 thoughts on the issues. They were supposed to get a proposal back, and they still have not heard
43 back from Stone Creek. Council Member Franco inquired if any of those items interfered with
44 the waterline easement. Mr. Cates said no, I don't think so.
45

1 Mayor McDonald questioned if Mr. Cates would be objective if staff put together a letter
2 requesting the easement, and have Mr. Cates pass it on to the owners and let them decide what
3 they would like to do. Mr. Cates indicated he could accept that; however, he guaranteed they
4 would come back and ask could they get the whole thing put together. Mayor McDonald stated
5 he would like to make a formal request to see what management would like to do with it. He
6 went on to say he would ask staff to put together a request for the easement for the waterline if
7 Mr. Cates could forward it to Mr. Burns and let them resolve and see if they would like to look at
8 it.

9
10 Council Member Rowland inquired if they would like to include a letter including a proposal for
11 the bypass as well. Mayor McDonald indicated at this time he would prefer to keep it separated.
12 Council Member Rowland said I don't know if we have talked to the rest of the Council; he
13 stated he had no problem getting this done. He went on to say including both language that
14 would give them a timeframe based on the other roads getting built as well as the easement if
15 they are ready to sign by next week.

16
17 Mayor McDonald questioned the other Council Members on their position. Council Member
18 Patterson clarified Mr. Cates was talking about the road and easement only. Mr. Cates indicated
19 that was correct. He indicated he felt the same as Council Member Rowland. He didn't see any
20 reason why they could not give an extension on the road.

21
22 Mr. Anderson addressed Mayor McDonald. He explained the meeting was only a work meeting,
23 and there would have to be a formal action of the Council to approve any amendment of the
24 inter-local agreement between Red Ledges, Heber City, Twin Creeks, and Wasatch County.
25 With the Council not scheduled to meet until January 7, 2016, he did not think they could have a
26 formal action on that and still require approval by those other parties. If the council wanted to
27 entertain that thought, he would hope it wouldn't be conditional upon having approval from those
28 other two parties to that agreement as a condition of getting the easement because that would
29 take additional time as well, and we can't guarantee they would be accepting of that proposed
30 amendment. He went on to say he had talked with Mr. Mike Davis, and he gave the impression
31 because it was a City issue, he thought the County would likely support it, but until the action
32 was taken, it was still an unknown. Mr. Cates indicated that he had the same discussion with Mr.
33 Davis, and he said he would be supportive of whatever they worked out with the City.

34
35 Council Member Bradshaw stated he did not have any issues personally with going ahead and
36 building the road contingent upon the Bassett-Ritchie property going through with their road and
37 Heber City building theirs.

38
39 Council Member Franco said they were just adding to the complexity of ever getting this done.
40 She added the more players they bring into it this, it's already complex enough with Red Ledges
41 and Stone Creek. Mr. Cates said I don't think you are. He explained under their master plan,
42 they have the road planned through there, and it's his understanding they need the road. He
43 would think if it's in their subdivision agreement then that's a road that will go through. It's not
44 adding to what Red Ledges is doing.

1 Mr. Anderson indicated he would prefer the City portion of that not be a part of that because
2 Valley Hills Drive temporarily could serve as a connecting point. It's not ideal for the people in
3 Valley Hills. There are several things that would have to happen for the City to be able to get
4 that road built. He indicated one of those things would be a one million dollar grant from the
5 small urban. He said we own the land, but we don't necessarily have the resources readily
6 available to construct a roadway on it.

7
8 Council Member Potter stated she had not seen any of the data from the studies and there was
9 probably not a current study. However, from her personally living near there, she did not believe
10 there was such a demand for an alternative from Mill Road to get from Center Street up to the
11 point from where that road would come out. She cannot see a traffic demand right now. She
12 went on to say she could not see who would be hurt if they delayed this road - whether it was a
13 number of years like they originally proposed or if it was tied to something else. She added
14 almost on the contrary, it seemed like if they add a road and have to maintain it and resurface it
15 sooner than what we need, it's an additional burden on the City with not that much benefit
16 because they don't have the traffic demand.

17
18 Mayor McDonald said it looked like the support was to be able to combine the two agreements
19 together, the easement and the road. They would have staff work on some type of agreement
20 with Red Ledges, and have them bring it back before the Council and let them review it. They
21 would try to work something out, and it looked like an extension would be a part of it.

22
23 At approximately 7:17 p.m. Mayor McDonald indicated they would put a continuation on the
24 Work Meeting and head into the Regular City Council Meeting.

25
26 At approximately 9:03 p.m. Mayor McDonald reconvened the Work Meeting.

27
28 Mayor McDonald passed the Christmas letter from the Council around to the Council members
29 to sign.

30
31 Mayor McDonald reminded the Council that next year he would like to change the time of the
32 Council meetings; therefore, they would be starting their Work Meetings at 5:00 p.m. and their
33 Regular meetings will start at 6:00 p.m.

34
35 Council Member Franco inquired if Mayor McDonald had received public input that they want
36 earlier meetings. Mayor McDonald indicated that he had, and he also received public input from
37 staff. They are spending a lot of extra time at nights. If we got finished earlier, it would be
38 better for them too. Mayor McDonald said let's try it for six months, and we will see if it works.

39
40 Council Member Franco questioned what Council Member Bradshaw thought about the earlier
41 meeting time. He indicated it was fine with him. Council Member Franco inquired if Mr. Smith
42 and Crittenden would be okay with the time change. Mayor McDonald stated he had spoken to
43 them as well, and they were okay with it.

44
45 2. [Review Proposed City Council Board Assignments for 2016](#)

1 Mayor McDonald indicated that he presented the Council with some proposed City Council
2 assignments for next year. He went on to say he wanted everyone to review their assignments
3 and see if there were any conflicts. He noted that he was aware Council Member Potter had a
4 conflict with one of her assignments and he needed to work that out with her. He inquired if
5 anyone else had any conflicts with their schedules. He said it was just a preliminary look. If
6 they want, they can look at changing the assignments. He explained that he was trying to give
7 everyone an equal share of the load as much as he could. He tried to give everyone a board that
8 met at least once a month.

9
10 4. [Cancellation of December 17, 2015, City Council Meeting](#)

11
12 Mayor McDonald indicated tonight would be the last City Council meeting of the year unless
13 something came up. He stated we are going to cancel the December 17, 2015, meeting.

14
15 Council Member Franco inquired when the swearing in ceremony for the newly elected Council
16 Members would be. Mr. Anderson indicated he thought that was a good thing to talk about. He
17 went on to explain State statute indicated that elected officials take office on the first Monday in
18 January at noon. However, the last few times, they have waited and done it during the first City
19 Council meeting in January, which would be January 7, 2016. It's a personal preference of the
20 Mayor, the Council and the newly elected officials whether or not you want to do something
21 formal or wait and swear them in right before the meeting on January 7, 2016.

22
23 Mayor McDonald stated he would like to do a special Monday meeting on January 4, 2016, at
24 noon. Council Member Potter said it seemed more conducive to do it in the evening when family
25 and friends would be able to attend. Mayor McDonald inquired when Council Member
26 Bradshaw would prefer the swearing in ceremony. Council Bradshaw indicated he would prefer
27 Monday afternoon. Mayor McDonald suggested they talk to Mr. Smith and Mr. Crittenden to see
28 what they would prefer. Mr. Andersen noted he would be meeting with both of them on
29 Wednesday, December 9, 2015, and he would find out their preference.

30
31 Mr. Anderson stated on behalf of staff, he would like to thank the Council for the Christmas
32 bonus.

33
34 With no further business to come before the Council at this time, Council Member Rowland
35 moved to adjourn the Work Meeting. Council Member Patterson seconded the motion. The
36 motion passed unanimously.

37
38
39
40

Michelle Limon, City Recorder

1 Heber City Corporation
2 City Council Meeting
3 December 3, 2015
4 7:20 p.m.

5
6 REGULAR MEETING

7
8 The Council of Heber City, Wasatch County, Utah, met in **Regular Meeting** on December 3,
9 2015, in the City Council Chambers in Heber City, Utah

10
11 I. Call to Order

12
13 City Manager Memo

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

Excused: None

Also Present: City Manager Mark Anderson
City Attorney Mark Smedley
City Engineer Bart Mumford
City Planner Tony Kohler
Chief of Police Dave booth
Senior Accountant Wesley Bingham
City Recorder Michelle Limón

16 Others in Attendance: Darryl Glissmeyer, Todd Cates, Jeff Smith, Tracy Taylor, Ronald
17 Crittenden, Dave Hansen, Braxton Schenk, Chris Tapia, Mai Tapia, Kelsey Berg, Kelsey Kerr,
18 Jeff Wade, Kylea Trudee Peterson, K.R. Coleman, Mark Arrington, Brian Baker, Vince Coley,
19 Jan Olpin, Ryan Starks, Tom Schofield, and others whose names were illegible.

20
21 Mayor McDonald called the meeting to order and welcomed everyone to the meeting.

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

24
25 III. Prayer/Thought: By Invitation (Default Council Member Jeffery Bradshaw)

26
27 IV. Minutes for Approval: November 5, 2015 Draft Work Meeting and Regular Meeting
28 Minutes

1 [November 5, 2015 Draft Work Meeting Minutes](#)
2 [November 5, 2015 Draft Regular Meeting Minutes](#)

3
4 Council Member Robert Patterson moved to approve the minutes for the November 5, 2015
5 Draft Work Meeting and Regular Meeting. Council Member Kelleen Potter made the second.
6 Voting Aye: Council Member Robert Patterson, Council Member Jeffery Bradshaw, Council
7 Member Erik Rowland, Council Member Heidi Franco, Council Member Kelleen Potter

8
9 **V. Open Period for Public Comments**

10
11 **Kelsey Berg**

12 Ms. Berg indicated she worked for Congressman Chaffetz. She stated in her capacity for the
13 Congressman, she was his Energy and Natural Resource Adviser in the State. Ms. Berg
14 informed the Council she covered all the rural counties in the state, which included Wasatch
15 County. She expressed that she wanted to help when it came to the federal government whether
16 it was working with agencies or being an advocate.

17
18 **Dave Hansen - Airport Board Member**

19 Mr. Hansen indicated he was a member of the Airport Board, and he had two items he would like
20 to discuss. The first item was more of a disclaimer. At your last City Council meeting, our
21 chairman spoke with you, and I don't know why, but I seem to be the clearing house for
22 disgruntled people. He indicated he wanted to make sure the City Council knew some of the
23 statements made are not the opinion of the Board, because they never got to discuss some of
24 those items. He went on to say they were hoping to discuss some of those items during their
25 meeting and clarify that and give a clear idea what the Airport Board would like to propose.

26
27 On another note, Mr. Hansen indicated his second item had more to do with electric bills. He
28 stated he didn't think much about it because his shop was a commercial use, and there are six
29 other buildings at the airport being utilized as commercial. However, all of the hangers are being
30 billed as if they were commercial, and they are being billed improperly; they are not commercial.
31 They are just storage facilities. I don't know if you can't do something about it.

32
33 Mayor McDonald explained to Mr. Hansen that he needed to get on the Heber Light & Power
34 agenda on December 16, 2015, and present his thoughts to them. Mr. Anderson indicated that
35 hangers are treated as commercial structures under the building code because they had to meet
36 ADA requirements and that may be the criteria they are using.

37
38 **Mayor McDonald - Recognition of Council Members**

39 Mayor McDonald indicated he would like to take a moment and recognize two of their City
40 Council members. He said Council Member Patterson had been on the Council for close to eight
41 years and Council Member Rowland had been on the Council for four years. He stated he would
42 like to give them a moment to share their thoughts.

43
44 Council Member Patterson indicated it's been a good eight years. I have really enjoyed it and all
45 the friends I've made. I'm going to miss it, mainly for the friendships I've made. I appreciate all
46 of you. Mayor McDonald thanked Council Member Patterson for his service.

1 Council Member Rowland said I think one thing that comes to mind when people ask what it
2 was like to serve in a position like this and there are a few lessons you do learn at the end of the
3 day. He went on to say you quickly learn there was no such thing as government conspiracy
4 because government wasn't nearly that organized. He stated you learn how important it is to
5 have friends and family. I would like to thank the rest of the Council for this opportunity, and it
6 was wonderful to serve with you and staff. Thank you so much for this opportunity and for
7 allowing me to serve.

8
9 Mayor McDonald stated both these gentlemen have been very faithful servants to the public.
10 They attended all their meetings and have been a strong support to the community and for
11 Council. They will be much missed and we are grateful for the service they provided for us.

12
13 1. [Appointments to the Planning Commission, Board of Adjustments, and Airport Advisory](#)
14 [Board](#)

15
16 [Appointments](#)

17
18 Mayor McDonald indicated there were some terms that have expired for the Planning
19 Commission, the Board of Adjustments and the Airport Advisory Board. He said he had an
20 opportunity to talk with these individuals, and he would like to present the following three names
21 to the Council and have their consent to extend their terms. Jeff Patton - Planning Commission;
22 Dallin Koecher - Board of Adjustments; and Kari McFee - Airport Advisory Board.

23
24 Council Member Robert Patterson moved to approve the appointments to the Planning
25 Commission, Board of Adjustments, and Airport Advisory Board. Council Member Jeffery
26 Bradshaw made the second. Voting Aye: Council Member Robert Patterson, Council Member
27 Jeffery Bradshaw, Council Member Erik Rowland, Council Member Heidi Franco, Council
28 Member Kelleen Potter

29
30 2. [Approve Ordinance 2015-31 Enacting a Temporary Land Use Regulation Regarding](#)
31 [Digital Signs](#)

32
33 [Ordinance No 2015-31 Sign Ordinance](#)

34
35 Mayor McDonald stated the Council had an Ordinance, which would enact a temporary land use
36 regulation regarding digital signs. He inquired if there was a Council Member that would like to
37 lead a conversation regarding the Ordinance.

38
39 Council Member Potter stated it was to enact a temporary land use regulation regarding digital
40 signs. She went on to say it was a recommendation from the Planning Commission that they
41 prohibit any new digital reader board signs while they go through the process of redoing their
42 code and master plan so they would have a lot of community input about what they want their
43 city to look like. She said the community had a right to say this was the way we want our
44 community to look, and some communities have chosen not to have these kinds of signs. Council
45 Member Potter went on to say she felt there had been some expression from the public that they
46 felt like these types of signs are not in keeping with the feel they want in their community. In

1 addition, because they are taking the time to stop everything and have some community input
2 with this, this ordinance would stop any new signs being put up during this time period before
3 they decide what their long-term decision would be. She felt it was a good idea for that reason
4 because if they did make that decision as a community, and a Council, there wouldn't be any
5 more signs to deal with at that point.

6
7 Council Member Rowland indicated he was not in favor of this Ordinance. He was not aware
8 there was an issue with signs or sign usage in the City. He said the way it originally sounded was
9 a proposal to ban electric signs all together and then it turned into a moratorium. Council
10 Member Rowland stated the reason he was against the Ordinance was because he felt it crossed a
11 very fine line between government and private property uses. He went on to say, I think we have
12 a good sign ordinance and I don't have concerns with it.

13
14 Council Member Rowland went on to say, we are not a Park City or an area that would ever look
15 like that. He said he would rather live in a city, which has reasonable sign usage regulation than
16 a city, which removed the rights to utilize a digital board or reader board. He reiterated that the
17 Ordinance the City had now was fine. He indicated after receiving some of the e-mails he
18 received this week, he believed there could be improvements. However, whether or not to ban
19 digital boards of a reasonable size that he didn't think harmed our community, our aesthetics, or
20 our feel of the city, crossed a very scary line between government mandates and the right for a
21 business to sale their services.

22
23 Council Member Franco stated I do think the people need a voice. Obviously, the digital reader
24 boards are growing at a tremendous rate in our City. She added the boards have different
25 luminosity, and they are not in a position to monitor the brightness. Council Member Franco
26 said she wanted to hear what the citizens had to say and that was why she was in favor of the
27 moratorium at this time.

28
29 Council Member Franco explained part of the form-based code process was to see how much
30 they could allow walkability in their community. She went on to explain as Heber City grew,
31 they would probably be mixing commercial and residential in more ways. In her opinion, the
32 only way they could get along, with the mixed use of residential and commercial, was if both
33 property rights were respected and they don't have signs constantly flashing.

34
35 Council Member Franco indicated it was a temporary sign ordinance; it was just a short term
36 moratorium. It was not taking away anyone's rights that already have those signs. In addition,
37 amortization had been talked about. She explained that amortization was a legal process. The
38 City does not pay anyone in the amortization process. It's the private companies that depreciate
39 signs over a period of time.

40
41 Council Member Bradshaw stated he would like to know how the public felt. He was not sure
42 how he felt about the proposed moratorium.

43
44 Council Member Patterson indicated he was in favor of the moratorium for the reasons already
45 stated. He thought they were going though the form-based code process and the citizens should
46 have a say.

1 Mayor McDonald opened the public hearing for public comment.

2
3 Tracy Taylor - Heber City

4 Ms. Taylor informed the Council there were a lot of people on Facebook talking about this. She
5 stated that may be a way for you to get more public input because there have been times when
6 the residents are so fired up about a subject, but they never show up to a City Council meeting to
7 talk about it. She suggested what the City may want to do, as a Council, was go out and find the
8 people. They are already talking about what was going on; it's on Facebook.

9
10 Ms. Taylor said I respect you Councilor Bradshaw for not wanting to making a decision until
11 you hear more from the public, but they are not necessarily here at this meeting.

12
13 Kyle Petersen, - Silver Eagle

14 Mr. Petersen said I think we have a problem with communication. I think she is right; you do
15 need the community out. There seems to be a disconnect with the community and businesses
16 with your Planning office. He stated there was something systemically wrong when he found out
17 about a new sign ordinance or we're going to do a moratorium or we're going to do an
18 amortization, when Jeff Wade called him to tell him they are voting to take his sign down. You
19 might want to be at the meeting. Mr. Petersen indicated he would appreciate it if the Planning
20 Commission would reach out and make a phone call or a visit and make them a part of the
21 process.

22
23 Mr. Petersen stated if this is the freest city, then let it be free. He said in his experience, once
24 you enact a moratorium, they never go away. You have a workable sign ordinance now; let the
25 community work together if there needed to be changes. He informed the Council that he had a
26 sign ordinance that the Planning Commission could work though, which he believed could help
27 open up communication channels.

28
29 Mr. Petersen indicated he's had a sign for approximately four years, and he had never had a
30 complaint about his sign. He noted if you drive out on Highway 40, where he is at, the hospital
31 sign is brighter than his sign. He stated he was talking about brightness because that was one of
32 the issues being discussed. He indicated he wasn't even sure what they were talking about -
33 digital signs or message signs. He said he had heard both, and it meant something. It needed to
34 be defined.

35
36 Mr. Petersen explained the benefit these signs had brought to our business is invaluable. He
37 understood that some people may not like the signs; however, he liked to go down Main Street
38 and see what's available. He thought they are a benefit. He went on to explain these are small
39 businesses that utilized these signs. I'm not a Maverick.

40
41 Mr. Petersen said they had talked about not becoming a Park City, and he said I hope we don't
42 become a Park City. He would hope if people want to live in a Park City or a Jackson Hole, they
43 would move there. Mr. Petersen stated part of this process should include them in any discussion.

44
45 Mr. Petersen went on to name some individuals of small business owners, and every one of them
46 had a sign, which benefited their business. He pointed out those people had been here for

1 generations, and they should be included in any discussion that had a material affect on their
2 business.

3
4 Mr. Petersen stated he was extremely objectionable to the amortization part. What it came down
5 to was seizure of private property. He said we are blessed with growth; and as far as he knew,
6 none of the traffic patterns had changed. They have one commercial area, and it had to be well lit
7 and advertised. Mr. Petersen indicated to do a blanket amortization was wrong. He said he
8 thought the Planning Commission should make the rounds, and talk to them. His
9 recommendation would be for the Planning Commission to give them a call, send them a letter,
10 talk to us, and invite us to the meetings.

11
12 Mr. Petersen inquired what the goal was. What do we want our main street to look like? He
13 indicated that he went through some of the City's documentation and he saw the term "branding".
14 He questioned what branding was.

15
16 Council Member Franco invited Mr. Petersen to come to the Senior Citizen Center on December
17 15, 2015, at 6:30 p.m. She explained this was exactly what we are doing. We want everyone in
18 the City to come and start talking about these issues and start saying what do we want Main
19 Street to look like. She went on to explain they had not decided on anything; they are waiting on
20 the public input.

21
22 Darryl Glissmeyer - Heber City

23 Mr. Glissmeyer stated I think people are getting confused on what is going on, and there are
24 different ways to plan a City. He indicated do we want to continue doing what had been done in
25 the past or do we want to go to the form-base code. That is what the December 15, 2015, meeting
26 was all about. He indicated that nowhere had they we ever said tear your signs down.

27
28 Council Member Rowland indicated what was presented to the City Council from the Planning
29 Commission a month ago, was to do exactly that. There was no mention of a moratorium. It was
30 a recommendation to not only disallow digital signs but also to include an amortization for those
31 who have digital signs.

32
33 Mr. Glissmeyer said they had changed that and were presenting to the Council what they have
34 now. Council Member Rowland stated but that was not what you originally proposed. He went
35 on to say I don't know whose idea it was to convert that into a moratorium. Mr. Glissmeyer
36 noted it was input from the City Council.

37
38 Council Member Rowland indicated that was why he had issues with it to begin with. It was such
39 a huge proposal from the Planning Commission. In addition, it didn't seem like it went through a
40 public process. He stated it was such a surprise to him to have it presented to them because he
41 didn't remember asking the Planning Commission to look at signs.

42
43 Mr. Glissmeyer said there were a lot of ideas and discussion on the Planning Commission. He
44 went on to say as far as letting people know, the Planning Commission agendas are in the
45 newspaper and on the City's website. He stated that people need to take the time to find out
46 when the meetings are held and show up to the meetings. Mr. Glissmeyer went on to say they

1 don't have the staff to call 100 businesses to say we are having a meeting this week. They need
2 to take the responsibility on their own to look and see when the meetings are being held and
3 come to the meetings.
4

5 Mr. Glissmeyer added that they may decide they don't like the form-base code, and they may
6 continue what they are doing. He said that's why it's important the residents come out and look
7 at it on December 15, 2015.
8

9 Clay Coleman

10 Mr. Colton questioned how many people does this actually affect. He stated it affected nine
11 people in Heber City. He went on to say all it was, was a phone call saying we are concerned
12 about LEDs; how bright they are; can they be adjusted? He suggested they could make a phone
13 call to one person, which was him. He indicated that he received phone calls all the time. It's all
14 being talked about, but no one is saying anything. Mr. Coleman stated nine phones were all it
15 would have taken to say we are concerned about the digital boards; we want to talk about them.
16 What can we do so they are not so obtrusive at night? Can they be turned down? He said yes,
17 they can be turned down.
18

19 Mr. Coleman indicated just because it's in the paper; and it's here, there and everywhere; and it's
20 being talked about, doesn't mean you can't call those people and ask us. He stated it's not 100
21 businesses; it's nine businesses in town. I think you could do that.
22

23 Jeff Wade - One Stop

24 Mr. Jeff Wade indicated his biggest concern was small businesses have very limited ways to
25 advertise in this town. He informed the Council that 50 percent of their business, eight months
26 out of the year, was traffic that was not from Heber City. He stated they had to be able to
27 advertise to individuals that are driving past their businesses and the only way to do it is with
28 digital signs.
29

30 Mr. Wade said as far as the moratorium, the new businesses that come to town, you are hindering
31 their opportunity to succeed. He acknowledged that not every business needed a digital sign
32 because they are a set business. Mr. Wade pointed out their tax dollars trickle down to the city,
33 which in turn affects the City and the residents. He said if their tax revenue goes down, in turn
34 that could adversely affect the residents by raising their taxes. Mr. Wade indicated he didn't like
35 to see the City stifle business in town. The moratorium and amortization would really crush
36 businesses in Heber City.
37

38 Vince Coley - Utah Sign Association

39 Mr. Vince Coley said one of the biggest complaints was the brightness and everyone had already
40 pointed that out. He noted that they could be turned down. He acknowledged he saw a few that
41 were too bright. Mr. Coley indicated he thought there were a lot of good things to have for these
42 signs for a small business to stay in business. He said businesses had a few months to stay in
43 business; and if they lose money, they are going to go away.
44

45 Mr. Coley stated I would ask that you don't move forward with the moratorium. He indicated
46 that Heber City was not the first group of individuals that are making this decision. He went on

1 to say the International Sign Association could give some good information and help fix some of
2 the problems.

3
4 Brian Baker - President, Western State Sign Council

5 Mr. Baker stated he wanted to differentiate, and he knew there was a perception that message
6 centers were for big towns like Las Vegas. However, he wanted to point out that message centers
7 were for all size towns. Mr. Baker explained he went on a trip, and what he noticed at the end of
8 the trip, was all the towns had in common, was they all had message centers. He added that they
9 were all towns much smaller than Heber City.

10
11 Mr. Baker said our end users, the people that have message centers, know the value of them.
12 They are a value to the businesses and to the community. I think it would be a good idea to keep
13 in mind the value they do bring into the community.

14
15 Mr. Baker indicated that he thought the amortization was a very bad idea. In addition, he
16 thought if the City reached out to the International Sign Organization, they could help the City
17 work with their sign ordinance.

18
19 Chris Tapia - Mountain America Credit Union

20 Mr. Tapia stated they were not a small institution that required some of the advertising some of
21 the smaller businesses required; however he wanted to express some of his frustration of how
22 everything had played out.

23
24 He stated they were a little disappointed with the communication part of this. He noted it took
25 someone coming into their branch for them to become aware of what was going on tonight. He
26 went on to say it had been previously stated that they should be on top of what was going, which
27 he can agree with to a certain extent. He stated that sign ordinances changed, but when you are
28 going to take something from someone that they have, he believed it was common courtesy to
29 reach out to them.

30
31 Mr. Tapia addressed the amortization. He explained Mountain America was a credit union not a
32 bank, and they were a non-for-profit organization. He said their purpose was to serve the
33 communities that they were located, and to help them save as much money and achieve financial
34 success as much as possible. He went on to explain their message centers were a way to
35 communicate their products with the community.

36
37 Mr. Tapia said as far as the moratorium, and in dealing with other cities, what usually passed
38 stayed in place. He continued and addressed the amortization as well. He noted you could place
39 a dollar figure on the sign itself; however, you cannot place a dollar value on what it provided
40 them to be able to communicate with the community. Mr. Tapia stated they felt the sign
41 ordinance was already pretty restrictive.

42
43 Mr. Tapia indicated they had been able to grow with the community, and they felt like they are a
44 part of the community. They just want to be able to continue to have the ability to communicate
45 with their members. Mr. Tapia stated they understood the dimness issues of the message centers;

1 they deal with that in other cities. They can dim the signs at night. However, as far as getting rid
2 of those signs all together, that for them was a deal breaker for them at times.

3
4 Mayor McDonald indicated we have had an opportunity to hear from the public, and that was
5 what the Council liked to do; they liked to get your input and what your thoughts are. He
6 thanked everyone for taking their time to express their thoughts to the Council tonight. Mayor
7 McDonald explained the Council had Ordinance No. 2015-31, Enacting a Temporary Land Use
8 Regulation Regarding Digital Signs before them at this time. He inquired if there was a motion
9 from the Council.

10
11 Council Member Heidi Franco moved to approve Ordinance 2015-31 Enacting a Temporary
12 Land Use Regulation Regarding Digital Signs. She added that she would like to invite everyone
13 here, to bring your family, your friends because this is a really serious, good faith effort to get
14 the City involved in not only signs, but what our future can be. Council Member Robert
15 Patterson made the second.

16
17 Discussion followed regarding the motion. Council Member Rowland stated he would like to
18 implore the Council; he said a thought came to his mind and it is that it's hard to have our cake
19 and eat it too. He pointed out that most of the City's revenue came from the financial success of
20 their local businesses. He went on to say, they have consistently been asked to be more
21 supportive of local businesses, and to him, this directly contradicts their ability to be supportive
22 to local businesses.

23
24 Council Member Rowland continued, if we had other means of revenue; if we were a Park City
25 and most of our revenue could come through TRT funds or property taxes, but that's not the case.
26 We receive our revenue though sales tax. Council Member Rowland went on to say we should
27 be sending the message that we support our businesses, and find more ways to work with them
28 rather than doing an ordinance like this. He indicated this would directly affect business in ways
29 he didn't even think they could calculate. I understand the aesthetics issues and wanting to have
30 a small town feel. He stated what he did not understand was how having signs contradicted that;
31 we have a good ordinance.

32
33 Council Member Bradshaw said he was of the opinion that putting a moratorium on it now
34 would not have a lot of affect. He indicated that he thought they should wait and see what comes
35 out of our form-base code study before they do anything like this. I really don't want to put a
36 moratorium on this.

37
38 Council Member Potter stated her understanding was there were different options. For example,
39 there were no digital signs or they have digital signs; they just don't have the moving words on
40 them. She asked for clarification; would this prohibit any digital sign for this moratorium. It
41 was indicated that was incorrect. Council Member Potter asked for clarification; she indicated it
42 was her understanding it was only going to affect those signs that had the moving words. Mr.
43 Kohler indicated it was those with changeable text. Council Member Potter said so it's capable
44 of changing. She noted any sign was capable of changing that was why she was confused.

1 Mr. Smedley explained it was pretty self explanatory. The moratorium was any changeable
2 graphics or text. He went on to say it was in his memo; any time they change it - weekly,
3 monthly, daily, annual. In addition, it talked about making those changes by computer.

4
5 Call the Question: Voting Aye: Council Member Robert Patterson, Council Member Heidi
6 Franco. Voting Nay: Council Member Jeffery Bradshaw, Council Member Erik Rowland, and
7 Council Member Kelleen Potter. The motion failed three votes to two.

8
9 **3. Public Hearing - Resolution No. 2015-18 Amending 2015-2016 Operating Budget**

10
11 **Ordinance No 2015-18 Budget Amendments**

12
13 Mayor McDonald explained Heber City had a budget that they put together every year, and they
14 try hard to put everything thinkable into that budget; however, sometimes they had to amend that
15 budget. He went on to say he would turn the time over to City Manger Mr. Mark Anderson
16 before they opened the public hearing to explain what was being amended to the budget.

17
18 Mr. Anderson addressed the Mayor and Council and indicated what was being proposed for
19 consideration was as followed:

20
21 Mr. Anderson indicated the first item was the Council had talked about development volume as
22 well as City projects, and they consider the hiring of an Assistant City Engineer. He noted the
23 cost would be shared between the General Fund, the Roads Department, the Water and Sewer
24 Funds, as well as the Utilities Funds.

25
26 Mr. Anderson addressed the second item. The Council had expressed some interest in removing
27 part of the retaining wall on the west side of the City Park on Main Street and replacing that with
28 something that would be less congestive during Farmer's Market. He noted the estimated cost of
29 the project was \$30,000.

30
31 Mr. Anderson explained the next item was related to the Airport Capital Projects Fund. He said
32 when they finished the Airport runway and apron rehab and expansion, it was determined there
33 was some problems with the taxiway lighting. The Council expressed support for the
34 upgrading/replacement of the taxiway lighting, and the FAA had agreed to provide a grant for
35 that purpose.

36
37 Council Member Franco clarified the taxiway lighting upgrade was going to be covered in the
38 surplus that came out of the paving project - now you are saying it is not? Mr. Anderson said it
39 was coming out of the surplus of the grant that was available; however, they had not budgeted
40 for it. They did not anticipate that work would be completed when the budget was adopted. He
41 went on to explain the grant funding was already there to pay for it from the FAA. They just
42 needed to go through the formal process of establishing a budget to support the expenditure of
43 those funds.

44
45 Council Member Franco inquired once the budget was established for the taxiway lighting, did
46 they have to apply to the FAA for more of the grant money. Mr. Anderson explained they would

1 make an additional pay request. He noted the grant that was initially allocated to the project
2 came under budget so there was still grant funding available so it didn't required a new grant
3 agreement. It would be covered under available funds within the existing grant.

4
5 Council Member Franco questioned if that would come out of the City's pocket. Mr. Anderson
6 stated that 4.685 percent would.

7
8 Mr. Anderson went on to explain the other part of the budget amendment. The Council expressed
9 interest during a Work Meeting to the potential acquisition of some land on Heber Parkway,
10 which was in the runway protection zone. He said what was being proposed in this budget
11 amendment was sufficient funding to have the property appraised, do an environmental
12 assessment, and engage a consultant to assist with that process to ensure we follow appropriate
13 FAA land acquisition procedures. He stated he had spoken with a consultant and that \$30,000
14 number is probably \$10,000 higher than what they would actually need. They have agreed that
15 their fees would be an hourly rate not to exceed \$7,500.

16
17 Council Member Franco inquired if the consultant would need to be put out for an RFP. Mr.
18 Anderson explained not necessarily. They already have an Airport Engineer that had been
19 selected. He went on to explain, every five-years they go through an engineer selection process
20 rather than getting a new engineer every time they have a new project. Mr. Anderson noted that
21 the current Airport engineer is Armstrong Consulting.

22
23 Council Member Potter inquired why they would need to do an environmental assessment if they
24 were not going to do anything with the property. Mr. Anderson explained the FAA wanted to
25 make sure there were no environmental concerns the FAA or the City would inherit if we
26 acquired the land that would require remediation and place a burden on the City to clean up.

27
28 Council Member Potter question how much that would cost. Mr. Anderson indicated it would
29 cost approximately \$3,500. He went on to say in speaking with the individuals that have the
30 property under contract, one has been done recently. The City may be able to just update it.

31
32 Council Member Franco asked if the consultant would do the EIS. Mr. Anderson indicated no;
33 the City would engage someone that specialized in environmental assessments. He continued,
34 our conversation was the real cost would probably be closer to \$17,500 to appraise the property,
35 obtain a review appraisal, do an environmental assessment, engage a consultant to assist us
36 through the land acquisition process and make the grant application, and so on. Mr. Anderson
37 stated once we had that information available, and the City Council could look at the appraised
38 value of the property, and decide how they wanted to proceed from that point forward.

39
40 Council Member Franco indicated that she thought she heard Mr. Anderson say there would
41 have to be two appraisals in this FAA process. Mr. Anderson noted that was correct. He stated
42 there were the initial appraisal and the review appraisal that would be required to meet federal
43 land acquisition guidelines, which would be approximately \$6,000 for the two appraisals. Mr.
44 Anderson noted if they even established a budget of \$20,000, he thought it would be adequate.
45 The \$30,000 would not be necessary.

1 Discussion followed regarding the amendment for the Capital Improvement for Transportation
2 Tax. Mr. Anderson informed the Council when they widened the asphalt surface in front of the
3 new Public Safety building, it was determined there was not appropriate sub-base to support the
4 new asphalt. He explained the project is approximately 75 percent completed. There is a portion
5 on 300 South, closest to Main Street, that is yet to be completed because they want to leave it
6 open for when they demolish the building, so they don't damage it during that process. He went
7 on to explain, they have incurred \$16-17,000 worth of additional expense to bring in new sub-
8 base. They are projecting they would see similar things in the last quarter, and that is why they
9 are recommending a \$25,000 budget increase.

10
11 Mr. Anderson informed the Council the other \$90,000 was for the purpose of purchasing the
12 property the Council expressed interest in on 650 South and 12 West, which was not initially
13 budgeted. The Council approved that agreement subject to approving a budget for that purpose.
14

15 Mr. Anderson said the next item was the Enterprise Fund for water, which documented the
16 estimated costs that would be allocated to that department for the hiring of the Assistant City
17 Engineer. In addition to that, Engineering and Public Works were requesting up to \$422,000 to
18 replace two sections of undersized, failing waterlines on Main Street from 500 North to 700
19 North and a section from 400 South to 550 South. Mr. Anderson stated this caused him concern
20 because they don't have significant surplus in the water fund; however, they thought it was
21 important because UDOT would be resurfacing Main Street next spring, and they think it's
22 prudent to address it before they do that. He went on to explain funding this project would
23 impact their ability to expand the Public Works facility, which they had allocated funds for in
24 this fiscal year.
25

26 Mr. Anderson indicated that the amendment to the Sewer Fund was funding for the hiring of the
27 Assistant City Engineer. In addition, the biggest issue was increasing the budget for the
28 northwest sewer line. He explained when they talked about it in July, they thought it would cost
29 2.5 million dollars; however, in speaking with Mr. Mumford, he believed the City may need as
30 much as 2.8 million dollars based on conflicts they had with the gas line. Mr. Anderson
31 informed the Council it would have a dramatic affect on what they adopt as far as sewer impact
32 fees.
33

34 Council Member Franco stated this project was huge and she felt it was affecting the City's
35 budgets. She went on to say they need everything out of future growth to help us pay for these
36 types of things, and that is why she was against giving incentives to any businesses. They have
37 to cover these ever increasing costs.
38

39 Mr. Andersen addressed the Utility Fund. He said it was the allocation of funds for wages and
40 benefits for the Assistant City Engineer.
41

42 Finally, Mr. Anderson indicated that earlier in the budget year it made sense to move the code
43 enforcement function from the Planning Department to the Police Department. This was just
44 moving the wages and benefits from the Planning Department to the Police Department.
45
46

1 **Public Hearing**

2 Mayor McDonald indicated in accordance with State requirements, they also had to have a
3 public hearing to amend the budget. He opened the public hearing for the amendments to the
4 Heber City Budget as outlined by Mr. Anderson.

5
6 **Tracy Taylor - Heber City**

7 Ms. Taylor indicated that her thoughts were on the airport. She stated she appreciated the
8 description that had been given on the costs, but as she had been sitting in on the meetings the
9 past three months or so, she was glad they were slowing down a little bit and doing some due
10 diligence on the property. However, she thought they were jumping ahead again.

11
12 Ms. Taylor said she was under the impression by what the agenda said tonight, and she referred
13 to the agenda, item number four, a Resolution authorizing Heber City staff to solicit and receive
14 property appraisals for certain real property desired for purchase, was all they were considering.
15 Ms. Taylor stated it doesn't say anything about environmental assessment money being used or
16 any kind of consultant money being used. She indicated that she had to question the agenda.

17
18 Mayor McDonald stated they were discussing budget amendments. He indicated what she was
19 talking about was item number four, and they were not to that item yet. He asked Ms. Taylor to
20 stay on stay on subject.

21
22 Ms. Taylor said it was related to item no. four. She said she assumed the appraisal for \$30,000
23 was for professional services. She inquired if that was where the appraisal was. Mr. Anderson
24 explained the appraisal was included in the \$30,000 along with environmental assessment and
25 engaging a consultant, which is more around \$17,500. Ms. Taylor stated she understood that it
26 was closer to \$20,000 than \$30,000; however, as your agenda said, I thought we were just
27 discussing appraisal of property before we spent more money on consultants and environmental
28 assessments. She asked the Council to reconsider just spending money on the appraisal and find
29 out what it came back at before they start spending money on consultants and environmental
30 assessments.

31
32 **Ron Crittenden - Heber City**

33 Mr. Crittenden addressed the airport property. He indicated that he did discuss this earlier with
34 Mr. Anderson as to what the \$30,000 was for. He went on to say he had been attending meetings
35 since he had been elected, and he was trying to get an understanding. Mr. Crittenden stated in all
36 the meetings he had attended, with the exception of a work meeting, he never heard any
37 discussion other than we needed to get an appraisal. It did not talk about an environmental study
38 or a grant application.

39
40 Mr. Crittenden went on to say, when he asked about where the \$30,000 was going to come from,
41 if you would read up in your agenda, it said it was anticipated most of these projects would be
42 funded these ways. He went on to say if he understood it right, the \$30,000 was part of that grant
43 application; it still needed to be sought after.

44
45 Mr. Crittenden pointed out the appraisal, which had been discussed, and the Council had given
46 implicit directions to pursue, had a Resolution to be approved next. However, in his opinion, he

1 did not believe they had done that for the others items. Mr. Crittenden stated, what I implore you,
2 as a Council, to do tonight with that \$30,000 was to authorize \$6,000 to \$7,000 along with item
3 number four, which was asking to get an appraisal. When you see how close that is to what
4 Maverik wanted, then those items might be pertinent. I think you're way ahead of yourself.

5
6 Discussion followed regarding the public input.

7
8 Council Member Franco stated in the past, she had been hesitant regarding water and sewer fund
9 rate increases; however, with these continuing numbers and costs, she thought next budget year
10 they should seriously consider increasing their next year's water and sewer fees.

11
12 Mr. Anderson noted they do anticipate enacting a rate increase in the water fund in January. He
13 went on to explain the sewer increase already went into effect in July.

14
15 Council Member Franco indicated she was not against limiting the idea on the appraisal and
16 looking at the appraisal first. She said they do have a long way to go, and she suggested they
17 could do the environmental assessment later after they received the appraisal.

18
19 Council Member Franco inquired how soon an appraisal could be obtained. Mr. Anderson
20 indicated he thought they could solicit bids next week, and maybe get someone engaged in the
21 next two weeks.

22
23 Council Member Bradshaw questioned if there were any issues with getting the appraisal first,
24 and then the FAA saying you should have gone through these steps first. Mr. Anderson indicated
25 that was why he would like to have a consultant on board to foster that process to make sure they
26 follow the process very closely. In addition, they would do the grant application and pay requests
27 and make sure they follow all the federal guidelines.

28
29 Mr. Anderson stated he thought the Council needed to understand there may be some concern
30 about what if the number that the appraisal came up with was not acceptable to the property
31 owner. He said my hope was that it would be representative of the value of the property and the
32 property owner and the City would be able to come up with an agreement that was amicable.
33 Mr. Anderson informed the Council it does not preclude the City from requesting an order of
34 immediate occupancy and then debating the value of the property in the court system.

35
36 Council Member Franco inquired how long it would take to get the consultant contract written.
37 Mr. Anderson indicated he already had a scope of work in his possession, which was an hourly
38 contract not to exceed \$7,500. Mr. Anderson explained the scope of work was fairly
39 comprehensive; it would lessen the burden on staff significantly.

40
41 Council Member Franco questioned if they knew if the Maverik contract was dependent on them
42 getting a building permit. Mr. Anderson indicated he was not privy to that; however, he did
43 know they do have it under contract; they could close at any time, but they have yet to do so. He
44 said he had spoken to Maverik's representatives today, and they were concerned about this
45 meeting. He went on to say, they want to make sure they had an opportunity to come before the
46 Council and express their position on this issue.

1 Council Member Potter inquired why Maverik's representatives did not come to the meeting this
2 evening. Mr. Anderson explained Mayor McDonald had spoken to Mr. Tom Welch today and he
3 had spoken with Mr. Dunkley as well.

4
5 It should be noted that Maverik had representation at the meeting; however, they did not speak
6 into the microphone, and what they expressed was inaudible.

7
8 Mr. Anderson indicated that he thought Maverik would want an opportunity to speak to the
9 Council, and he informed Maverik before the property could be purchased there would be
10 another public hearing to establish a budget. He noted he also informed Mr. Dunkley if Maverik
11 wanted to come and address the Council before that time, he was sure they would be welcome to
12 do so.

13
14 Mr. Crittenden noted he had spoken to the agent of the seller of the property; and from his point
15 of view, there is a solid contract. He went on to say there would be earnest money that would be
16 defaulted because the contingency period had passed.

17
18 Council Member Potter stated I don't think Maverik was irresponsible. She was just curious if
19 Maverik was concerned about building a gas station in a runway protection zone; were they
20 aware it was a runway protection zone.

21
22 Maverik's representative said yes they were aware; there are easements recorded against a
23 portion of the property but not the entire property. He noted there were restrictions, but people
24 dealt with that all the time. He pointed out there had been an approval recommended by the
25 Planning Commission already on this action. He indicated they would not be ready to close on
26 the property if they didn't have a recommendation from the Planning Commission.

27
28 Council Member Rowland stated they only reason it was approved was because they don't have
29 regulations; their hands are tied. They had to give the approval. We don't have the regulations,
30 which would deny the building of that type in that zone. He continued, I just don't want to imply
31 that the City said go ahead and do this when their hands were tied.

32
33 Maverik's representative stated he understood; however, there was nothing in place in this area to
34 prohibit what was planned and for the site plan that was submitted. They developed around the
35 restrictions that are in place. Everything was developed to take those items into account. It was
36 his opinion that because they took those items into account, the Planning Commission felt like
37 they couldn't deny it. He stated now they are left in a position where we are continued to be held
38 up in the process. He stated, where does that leave us. We're going to be out some money.

39
40 Mr. Anderson stated Maverik had no fault in the process. I asked FAA to evaluate this site plan.
41 They said they would hope the City would obtain the property. Mayor McDonald indicated he
42 had more concern with bus garage being out there than a gas station.

43
44 Council Member Erik Rowland moved to approve Resolution No. 2015-18 Amending the 2015-
45 2016 Operating Budget. Council Member Robert Patterson made the second.

1 Discussion followed regarding the motion.

2
3 Council Member Franco inquired if Council Member Rowland would consider amending his
4 motion on the Capital Improvements, Airport part instead of the \$30,000 figure to put it to the
5 \$20,000 figure. Council Member Rowland said no, I am fine as the way it is written.

6
7 Voting Aye: Council Member Robert Patterson, Council Member Jeffery Bradshaw, Council
8 Member Erik Rowland, Council Member Heidi Franco, Council Member Kelleen Potter. Voting
9 Nay: None.

10
11 4. [Resolution 2015-17 - A Resolution Authorizing Heber City Staff to Solicit and Receive](#)
12 [Property Appraisals for Certain Real Property Desired for Purchase](#)

13
14 [Avigation Easement](#)

15
16 Mayor McDonald informed the Council that Mr. Tom Welch stated today he would like this item
17 removed from the agenda, and wait until they could have a representative at the meeting to talk
18 to the Council. Mr. Anderson explained he had spoken to Mr. Dunkley as well this afternoon and
19 talked about the same issue. He said as long as they have an opportunity to talk before the
20 Council, he was okay with them moving ahead. He realized that waiting to get the appraisal
21 another month rather than sooner would probably harm both parties.

22
23 Mayor McDonald presented Resolution No. 2015-17 for approval.

24
25 Mr. Anderson stated in light of the conversation that had occurred on the issue, the Council may
26 want to, if they choose, consider expanding the scope of the authorization that Staff had in light
27 of the budget that had been adopted.

28
29 Council Member Rowland inquired in terms of what. Mr. Anderson suggested that the
30 Resolution also include the ability for Staff to obtain an environmental assessment and to engage
31 a consultant to assist with the process to meet FAA grant requirements.

32
33 Council Member Erik Rowland moved to approve Resolution 2015-17, A Resolution authorizing
34 Heber City Staff to solicit and receive property appraisals, and to expand their authority to
35 include working with the FAA in determining time and costs of environmental studies and grant
36 submission process through a consultant for certain real property desired for purchase. Council
37 Member Robert Patterson made the second. Voting Aye: Council Member Robert Patterson,
38 Council Member Jeffery Bradshaw, Council Member Erik Rowland, Council Member Heidi
39 Franco, Council Member Kelleen Potter. Voting Nay: None.

40
41 [Resolution 2015-17](#)

42
43 5. [Approve Stone Creek Subdivision Modified Subdivision Agreement for Phase 1A and 1B](#)

44
45 [Stone Creek Subdivision Agreement](#)

1 Mr. Anderson stated the agreement that was originally posted was the original agreement, and it
2 did not include the revised language, which was being proposed by the City Engineer. He
3 explained there was a new document on their Granicus that would allow the developers to move
4 forward with Phase 1A and 1B by hooking onto the waterline on 1200 East or Mill Road.

5
6 Mr. Anderson indicated his recommendation was it only becomes effective if within 60 days the
7 City has been unsuccessful in acquiring the easement from Red Ledges for the waterline. That
8 way Stone Creek would know if they could move forward in the spring.

9
10 Council Member Potter questioned why they just don't wait 60 days. Mr. Anderson said Stone
11 Creek was anxious to know if they could move forward one way or another. He added there
12 were representative from Stone Creek present if the Council would like to hear from them.

13
14 Council Member Rowland stated he felt confident they could get it resolved with the parties in
15 the near future. He didn't have a problem giving them approval with that condition.

16
17 Council Member Robert Patterson moved to approve the Stone Creek Subdivision Modified
18 Subdivision Agreement for Phase 1A and 1B with the modification of 60-days in paragraph K.
19 Council Member Jeffery Bradshaw made the second. Voting Aye: Council Member Robert
20 Patterson, Council Member Jeffery Bradshaw, Council Member Erik Rowland, and Council
21 Member Heidi Franco. Voting Nay: Council Member Kelleen Potter.

22
23 With no further business to come before the Council at this time, the Council reconvened into
24 their Work Meeting at approximately 9:03 p.m.

25
26
27
28

Michelle Limón, City Recorder
29
30
31
32

TAB 1

HEBER CITY COUNCIL
Report by Anthony L. Kohler
Meeting Date: January 24, 2016

ITEM: Request for Off-Premise Beer License for Rancho Markets at 434 North Main Street

Rancho Markets is requesting an off-premise beer license. Section 5.08.040 of the Beer, Wine and Liquor Establishment Ordinance addresses the application requirements and Section 5.08.060 B. addresses the specific requirements for off premise beer licenses.

There are no proximity setbacks for an off-premise beer license other than location within a commercial zone. There is no requirement for the applicant to obtain subsequent approval from the State of Utah. The City is the final licensing authority for an off-premise beer license.

The ordinance requires a bond be posted to the City in the amount of \$2000 and requires that the applicant not be convicted of any felonies. The applicant has a clean background check. An off-premise license could be issued for the applicant at this location and be consistent with the ordinance.

Applicable Code Sections

Section 5.08.040 Application Requirements
Section 5.08.060 B. Off-Premise Beer Licenses

Vicinity Map





**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** Rancho Markets Heber Inc.
Proposed local business address: 434 N. Main Heber

B. **Ownership Type:** Corporation Partnership Proprietorship LLC
If Corporation list Corp. name _____

(Attach a copy of Certificate of Incorporation)

C. **Information on:** President General Partner Sole Proprietor
Name Eli Madrigal Home Phone (801) 301-5444
Home Address 5074 Skyline Pkwy, South Ogden, Utah 84403-1423
Mailing Address 2470 S. Redwood Rd. # 100, W.V.C. Utah 84119
(Street Number) (City) (State) (Zip)

D. **Information on:** Local Manager Partner Representative Responsible for Business
Name Isabel Madrigal Home Phone 909-963-3469
Home Address 125 N. Mill Road A201, Vineyard, Utah 84058
Mailing Address 125 N. Mill Road A201, Vineyard Utah 84058
(Street Number) (City) (State) (Zip)

Date of Birth 12/26/1962 Place of Birth Mexicali, Baja California Norte

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.** Beer sales to be consumed OFF PREMISE

- | | | |
|--|---|---|
| <input type="checkbox"/> Restaurant License | <input type="checkbox"/> Limited Restaurant License | <input checked="" 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 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.

[Signature]
Authorized Business Owner

1/7/16
Date

TAB 2

Resolution 2016-03

A RESOLUTION AMENDING THE 2015-2016 OPERATING BUDGET

WHEREAS , the Utah State law requires that city budgets be amended by resolution; and

WHEREAS, a public hearing was held on January 21, 2016, at the City Council’s regularly scheduled meeting, complying with State law;

NOW THEREFORE, BE IT RESOLVED by the City Council of Heber City, Utah that pursuant to Utah State Code 10-6-128, the 2015-16 Heber City Budget is amended as set forth below:

Capital Projects Fund

The Capital Projects Fund is proposed to increase budgetary expenses and repurpose funds previously budgeted to fund the purchase of property within the airport Runway Protection Zone (RPZ) that the City has desires to purchase for airport safety purposes. Purchase amount of \$1,382,000. This budget amendment would also include the temporary repurposing of \$1,000,000 of funds that were budgeted for an expansion of the Public Works facility until reimbursement from the FAA and UDOT Aeronautics is obtained.

- \$382,000 – Buildings and Improvements (424072)
- (\$382,000) – Contribution Capital Projects Surplus (423870)

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 _____, 2016, by the following vote:

	AYE	NAY
Council Member Jeffery M. Bradshaw	_____	_____
Council Member Heidi Franco	_____	_____
Council Member Kelleen Potter	_____	_____
Council Member Jeffrey W. Smith	_____	_____
Council Member Ronald R. Crittenden	_____	_____

APPROVED:

Mayor Alan W. McDonald

ATTEST:

City Recorder

TAB 3

HEBER CITY CORPORATION

ENGINEERING STAFF REPORT

MEETING TYPE:	Regular Council Meeting	MEETING DATE:	January 21, 2016
SUBMITTED BY:	Bart L Mumford	FILE NO:	00000
APPROVED BY:	Mark K. Anderson		
SUBJECT:	HIGHWAY US189 - CORRIDOR PRESERVATION AGREEMENT		

PURPOSE

To approval of the final draft of the Highway US189 Corridor Preservation Agreement between UDOT, Charleston, Wasatch County, and Heber City.

RECOMMENDED ACTION

That the City Council approve the Draft Corridor Preservation Agreement.

BACKGROUND/HIGHLIGHTS

For several years the Wasatch County Regional Planning Organization (RPO) has worked with UDOT to implement Cooperative Agreements, protecting state transportation corridors in the area. These agreements establish planning guidelines for access onto State roads. They facilitate cooperation between the local entities and the State, clarify expectations, and attempt to find a balance between the State's need to preserve traffic corridors for moving traffic, and the local jurisdictions need to have reasonable access for development to state roads. Attached is a map showing the status of implementing these agreements on various roads in the County.

At the December 4, 2014, Council Work meeting the Council reviewed an earlier draft of the agreement and recommended that a signal light be added at South Field Road and included in the list of potential locations. This change was made along with other clarifications requested by the various local entities who will be signing the agreement. The local entities include Wasatch County, Charleston, Daniel, and Heber City.

The agreement appears to have minimal impact on Heber City since most of the described accesses have already been established and will not change in the future, unless with the airport changes location. However, it should be noted that if the City ever wanted to deviate from the guidelines described in the agreement in the future, it would require not only UDOT's approval, but approval from the other entities signing the agreement. That being said, it appears to be a useful tool for addressing future transportation needs along this corridor and it is recommended that the City support it.

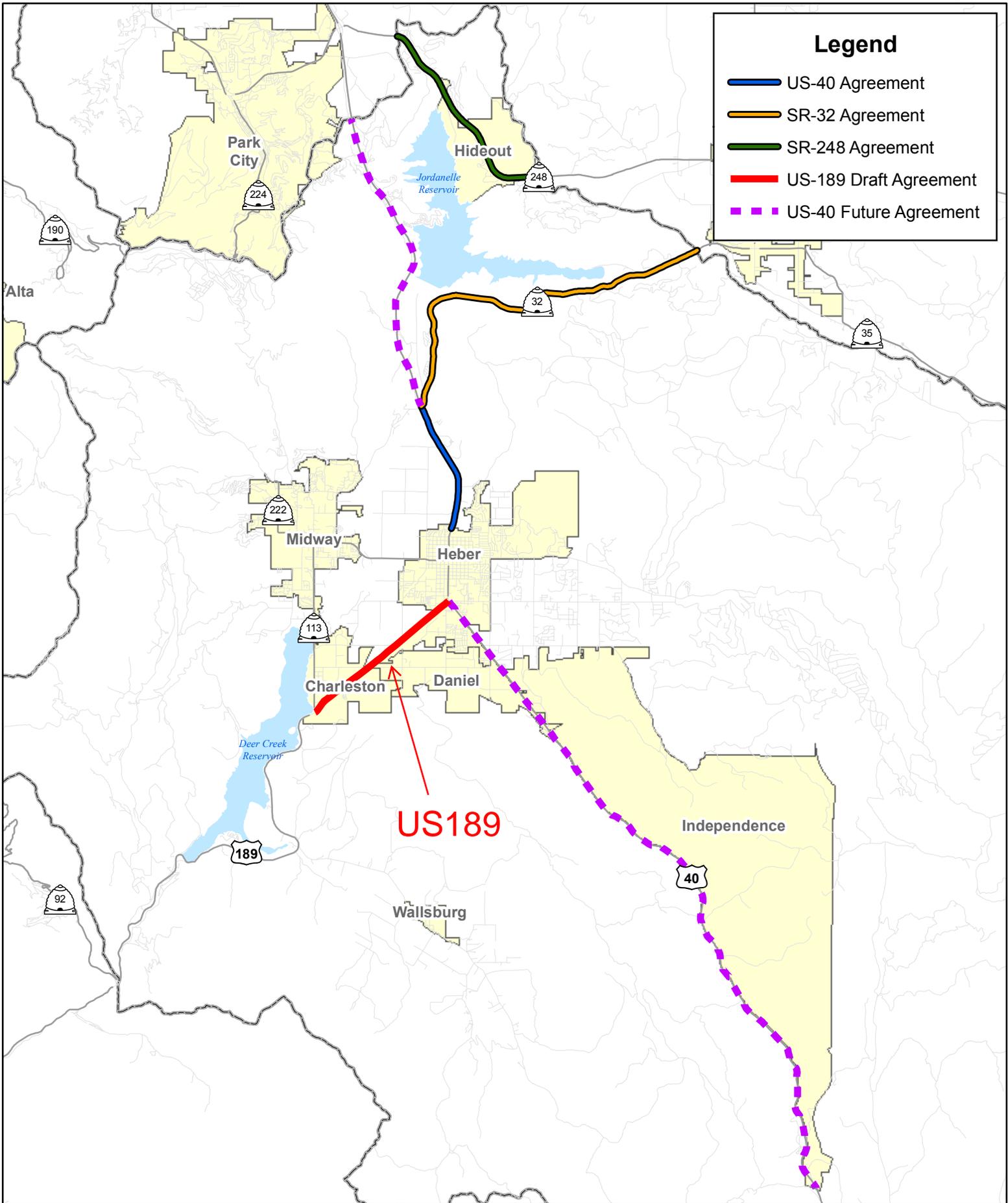
FISCAL IMPACT

None

LEGAL IMPACT

None

UDOT SR Access US189 160107.doc



Legend

- US-40 Agreement
- SR-32 Agreement
- SR-248 Agreement
- US-189 Draft Agreement
- - - US-40 Future Agreement

US189

CORRIDOR PRESERVATION ALONG US-189 FROM SR-113 TO US-40

HEBER CITY

Federal ID No. 87-6000232

TOWN OF DANIEL

Federal ID No. 20-4832675

CHARLESTON TOWN

Federal ID No. 87-0357635

WASATCH COUNTY

Federal ID No. 87-6000299

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT, made and entered into this _____ day of _____, 20 _____, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**”; **WASATCH COUNTY**, a political subdivision of the State of Utah; **TOWN OF DANIEL**, a municipal corporation in the State of Utah, **CHARLESTON TOWN**, a municipal corporation in the State of Utah; and **HEBER CITY**, a municipal corporation in the State of Utah. When referring to all of the municipal corporations together, they are hereinafter referred to as the “**LOCAL JURISDICTIONS**”.

RECITALS:

WHEREAS, the parties hereto desire to preserve a corridor and establish a traffic signal plan and access control plan along the US-189 corridor from SR-113 in **CHARLESTON TOWN** to US-40 in **HEBER CITY**. The purposes are to facilitate traffic flow, to be in accordance with the **LOCAL JURISDICTIONS** current transportation master plans or general plans, and to be in accordance with **UDOT**’s current Access Management Standards and practices.

NOW THEREFORE, it is agreed by and between the parties as follows:

PART A: CORRIDOR PRESERVATION

1. The current **UDOT** Highway Access Management Standards Category is “2” from SR-113 to MP 28.31 +/- and “6” from MP 28.31 +/- to US-40. Category 2 means minimum traffic signal spacing of 5,280 feet, minimum street spacing of 1,000 feet, and minimum access spacing of 1,000 feet. Category 6 means minimum traffic signal spacing of 1,320 feet, minimum street spacing of 350 feet, and minimum access spacing of 200 feet. See Exhibit A.

CORRIDOR PRESERVATION ALONG US-189 FROM SR-113 TO US-40

HEBER CITY

Federal ID No. 87-6000232

TOWN OF DANIEL

Federal ID No. 20-4832675

CHARLESTON TOWN

Federal ID No. 87-0357635

WASATCH COUNTY

Federal ID No. 87-6000299

2. As development occurs and any of the **LOCAL JURISDICTIONS** believe a change from a Category 2 to a Category 6 is necessary, a request shall be submitted to **UDOT** through the **LOCAL JURISDICTIONS**, and Rural Planning Organization where appropriate. The request shall include an explanation of the need for the change. A request for reassignment in access category shall not be made solely to accommodate planned growth of an entity, a specific access request, or to allow the permitting of access connections that would otherwise not be permitted. US-189 as referenced herein is an L/A (limited access) facility and that change of access locations are not guaranteed and are required to follow the **UDOT** policy and process for access change which include approval from the **Central UDOT** right of way director and payment for the appraised value of the change in access.

PART B: TRAFFIC SIGNAL PLAN and ACCESS CONTROL PLAN

1. All parties will maintain traffic signal, street, and access spacing according to this agreement.

2. **UDOT**, as part of this corridor and access control agreement, requires the following conditions/requirements be met and maintained:

- A. Offsetting of existing and future streets is not encouraged. The streets should access US-189 at 90 degree angles and line up across the intersection as exemplified by the future proposed realignment of 3000 S shown on Exhibit B. Should there be a need for any variation from this standard, an allowable skew of no greater than 15 degrees will be accepted.
- B. Every effort possible should be made for existing non street accesses onto US-189 to be combined and access made to internal roadway systems in the development and not directly onto US-189 in accordance with **LOCAL JURISDICTIONS** master street plans. This is to help facilitate the traffic flow onto US-189 by limiting access onto US-189 from roadway systems and not individual accesses. It is recommended that these accesses be set back from the US-189 intersections at least 300 feet to allow for intersection function and vehicle queing.
- C. If existing **UDOT** roadway right of ways, including easements, are proposed to be used by new developments for the construction of acceleration/deceleration lanes;

CORRIDOR PRESERVATION ALONG US-189 FROM SR-113 TO US-40

HEBER CITY

Federal ID No. 87-6000232

TOWN OF DANIEL

Federal ID No. 20-4832675

CHARLESTON TOWN

Federal ID No. 87-0357635

WASATCH COUNTY

Federal ID No. 87-6000299

additional property will be required to be dedicated to **UDOT** so as to preserve right of way for future **UDOT** projects such as roadway widening, shoulders, drainage features, etc. The proposed US-189 typical roadway cross section is shown as exhibit C for illustrative purposes.

- D.** The LOCAL JURISDICTIONS shall have all permanent improvements above ground set back 30 feet from the existing ROW line or perpetual easement line to facilitate future widening of US-189 and to protect historic drainage features such as ditches/drainage canals, etc. See Exhibit C
- E.** The portion of US-189 from mile post 28.195 to the US-40 intersection will have curb and gutter type drainage features and that the section of US-189 from SR-113 to MP 28.195 will have a shoulder ditch for drainage into existing drainage canals or ditches.

3. The following locations are identified as existing, warranted, or proposed traffic signal locations along US-189:

- | | |
|---------------------|------------|
| A. SR-113 | (Proposed) |
| B. 3000 South | (Proposed) |
| C. South Field Road | (Proposed) |
| D. 1300 South | (Existing) |
| E. US-40 | (Existing) |

4. Proposed traffic signals listed in #3 above will not be installed until warranted and approved by **UDOT**. It may be necessary to restrict certain types of traffic movements at any intersection or access in order to maintain traffic flow and improve safety through the corridor.

5. Charleston Town has proposed two future local street intersections between 3600 South and 3000 South at a minimum of 1000' spacing, and one future local street intersections between 3000 South and 2400 South at a minimum of 1000' spacing.

6. Segments of the highway which are currently designated as No Access, Limited Access, or Regular Right-of-Way are unchanged by this Agreement.

7. Exhibit A shows the US-189 corridor referencing the category type and existing and proposed signal locations.

CORRIDOR PRESERVATION ALONG US-189 FROM SR-113 TO US-40

HEBER CITY

Federal ID No. 87-6000232

TOWN OF DANIEL

Federal ID No. 20-4832675

CHARLESTON TOWN

Federal ID No. 87-0357635

WASATCH COUNTY

Federal ID No. 87-6000299

8. The parties shall consider the concepts contained herein during the development of any master plans in this area and work towards the common goal of this Agreement.

9. In the event there are proposed changes in the provisions covered by this Agreement, a modification to this Agreement approved in writing by all parties is required to place them into effect.

10. The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure to delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.

11. Each party represents that it has the authority to enter into this Agreement.

12. If any provision or part of a provision of this Agreement is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision. Each provision shall be deemed to be enforceable to the fullest extent under applicable law.

CORRIDOR PRESERVATION ALONG US-189 FROM SR-113 TO US-40

HEBER CITY

Federal ID No. 87-6000232

TOWN OF DANIEL

Federal ID No. 20-4832675

CHARLESTON TOWN

Federal ID No. 87-0357635

WASATCH COUNTY

Federal ID No. 87-6000299

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

ATTEST:

HEBER CITY

Municipal Corporation in the State of Utah

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

(IMPRESS SEAL)

ATTEST:

TOWN OF DANIEL

Municipal Corporation of the State of Utah

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

(IMPRESS SEAL)

CORRIDOR PRESERVATION ALONG US-189 FROM SR-113 TO US-40

HEBER CITY

Federal ID No. 87-6000232

TOWN OF DANIEL

Federal ID No. 20-4832675

CHARLESTON TOWN

Federal ID No. 87-0357635

WASATCH COUNTY

Federal ID No. 87-6000299

ATTEST:

CHARLESTON TOWN

Municipal Corporation of the State of Utah

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

(IMPRESS SEAL)

ATTEST:

WASATCH COUNTY

Municipal Corporation of the State of Utah

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

(IMPRESS SEAL)

CORRIDOR PRESERVATION ALONG US-189 FROM SR-113 TO US-40

HEBER CITY

Federal ID No. 87-6000232

TOWN OF DANIEL

Federal ID No. 20-4832675

CHARLESTON TOWN

Federal ID No. 87-0357635

WASATCH COUNTY

Federal ID No. 87-6000299

RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF TRANSPORTATION

By: _____
Region Three Traffic Operations Engineer

By: _____
Region Three Director

Date: _____

Date: _____

APPROVED AS TO FORM:

This Form Agreement has been previously approved as to form by the office of Legal Counsel for the Utah Department of Transportation.

COMPTROLLER OFFICE

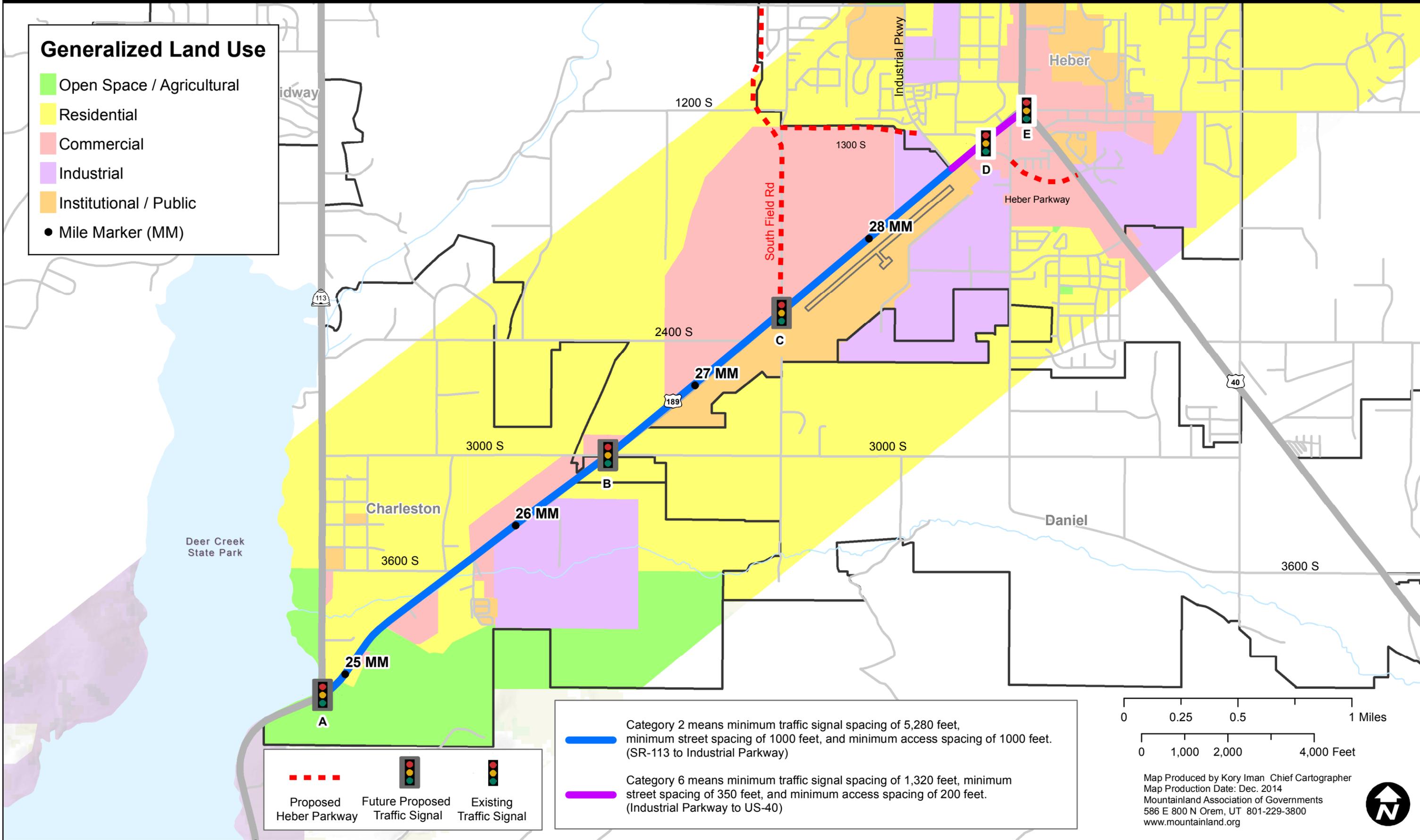
By: _____
Contract Administrator

Date: _____

U.S.-189 Highway Access Management

Generalized Land Use

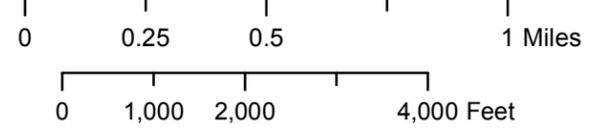
- Open Space / Agricultural
- Residential
- Commercial
- Industrial
- Institutional / Public
- Mile Marker (MM)



- - - - -		
Proposed Heber Parkway	Future Proposed Traffic Signal	Existing Traffic Signal

— Category 2 means minimum traffic signal spacing of 5,280 feet, minimum street spacing of 1000 feet, and minimum access spacing of 1000 feet. (SR-113 to Industrial Parkway)

— Category 6 means minimum traffic signal spacing of 1,320 feet, minimum street spacing of 350 feet, and minimum access spacing of 200 feet. (Industrial Parkway to US-40)



Map Produced by Kory Iman Chief Cartographer
 Map Production Date: Dec. 2014
 Mountainland Association of Governments
 586 E 800 N Orem, UT 801-229-3800
 www.mountainland.org





TYPICAL SECTION NO. 1

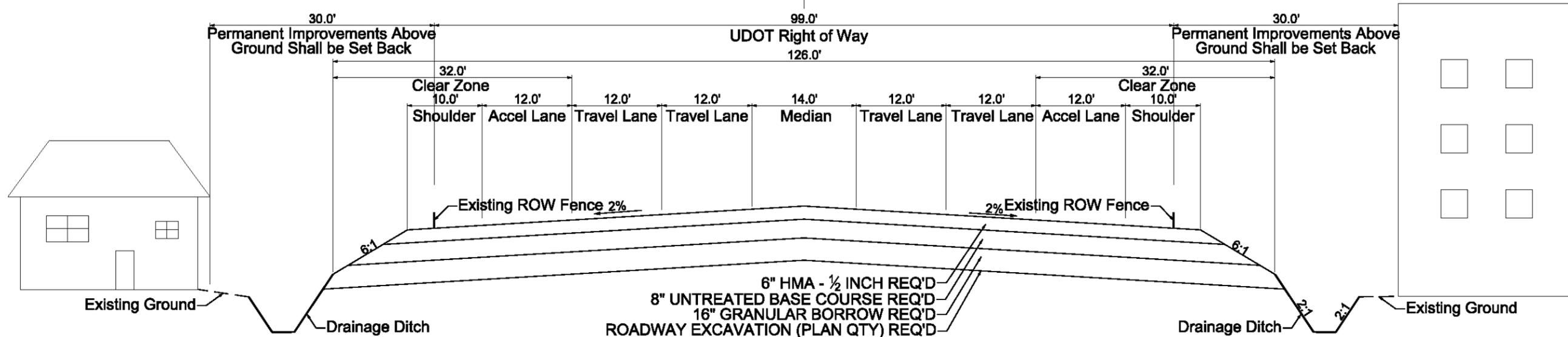
US-189

Widening from SR-113 to Industrial Parkway

Category 2

DESIGN SPEED 60 MPH

NOTES:
1. ONCE OUTSIDE THE 32' CLEARZONE, STEEPER SLOPES CAN BE USED.



TYPICAL SECTION NO. 2

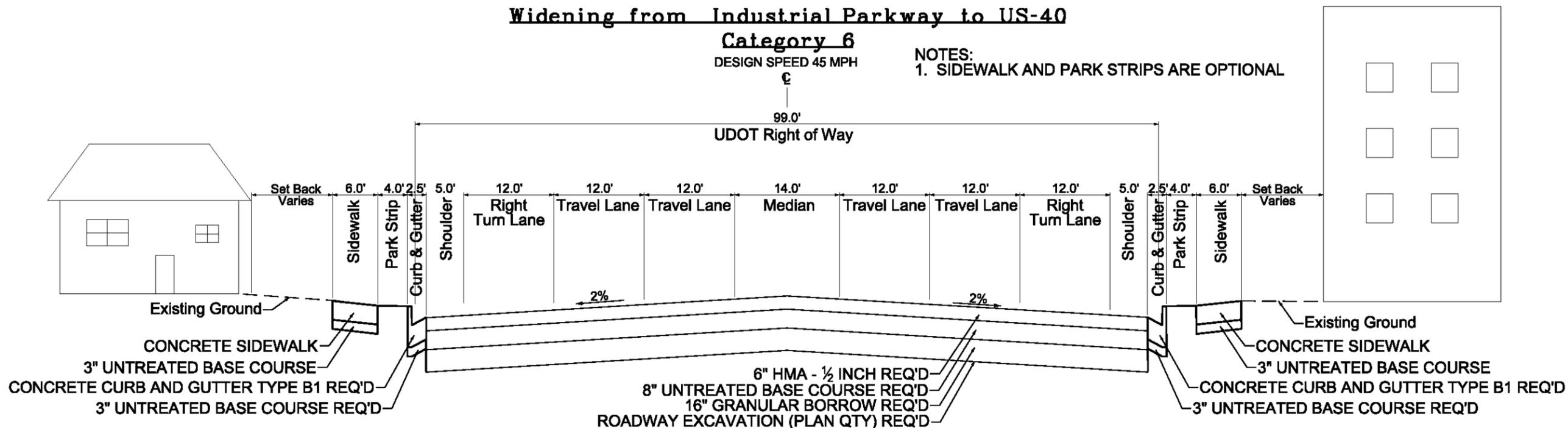
US-189

Widening from Industrial Parkway to US-40

Category 6

DESIGN SPEED 45 MPH

NOTES:
1. SIDEWALK AND PARK STRIPS ARE OPTIONAL



TAB 4

FOURTH AMENDMENT TO INTERLOCAL AGREEMENT
REGARDING THE “RED LEDGES” PROPERTY

This Agreement amends the Interlocal Agreement executed on February 21, 2007 (hereinafter the “Agreement”) by and among Wasatch County, Utah, (hereinafter “County”), Heber City (hereinafter “City”), Twin Creeks Special Service District (hereinafter “Twin Creeks”), political subdivisions of the State of Utah, and Red Ledges LLC, a Florida Limited Liability Company, regarding the development of the “Red Ledges” property, located in Wasatch County and Heber City. Red Ledges Land Development, Inc., a Florida Corporation, (hereinafter “Red Ledges”) is the assignee of all the rights and obligations of Red Ledges, LLC, under the February 21, 2007 Agreement and maintains offices at 1851 E Center St, Heber City, UT 84032.

WHEREAS paragraph 7(f) of the Agreement specified that Red Ledges would complete construction of the Bypass Road and the Connection Road, as more particularly described therein, within one (1) year from the City’s final plat approval of the Project’s First Phase; and

WHEREAS final approval of the plat for the Project’s First Phase occurred on October 12, 2007; and

WHEREAS the parties have agreed to extend the October 12, 2008 completion date for the Bypass Road and Connection Road as hereinafter set forth.

WHEREAS the First Amendment to Interlocal Agreement was signed and executed between 2008 & 2009 which extended this date until October 10, 2009 with a second extension through October 10, 2010.

WHEREAS the Second Amendment to Interlocal Agreement was signed and executed on January 14, 2013.

WHEREAS the Third Amendment to Interlocal Agreement was signed and executed between February and March of 2013.

NOW, THEREFORE, the City, County, Twin Creeks and Red Ledges hereby agree as follows:

1. Extended Completion Date for the Bypass Road and Connection Road: Subject to the potential, specific pre-triggering event defined in subparagraph 1.1, in which case the completion date shall be sooner, the Parties agree that the completion date for construction of the Bypass Road and the Connection Road is hereby extended through October 31, 2021.

1.1. In the event that the Bassett-Richie development, located west of Red Ledges, finishes physical construction of its section of the Bypass Road prior to October 31, 2021, then Red Ledges shall commence physical construction of the Bypass Road and the Connection Road within six (6) months of the finish date for the Bassett-Ritchie connection road project. Said Bassett-Richie section of the Bypass Road shall originate at approximately 900 North Highway 40 in Heber City, and run eastward to 550 East.

1.2. The parties specifically agree that failure on the part of Red Ledges to initiate on site, physical construction of said Bypass Road and Connection Road by June 1, 2021, shall constitute a breach of the Interlocal Agreement and this Amendment.

2. Bypass Road and Water Line Easement: Within 7 business days of the execution of this Amendment, Red Ledges will record the 66-foot easement attached as Exhibit A hereto for the benefit of the City. The easement shall be granted for the purpose of a roadway and laying underground utilities, and other underground and surface facilities related to public roads and utilities. Use of said easement shall not obligate the City to construct any utilities, particularly those required for the function of the road when it is constructed; i.e. storm drain. Said utilities shall be constructed and installed within the alignment described on the draft plat, incorporated and made a part of this Agreement, as Exhibit B herein, and the draft construction drawings

prepared by Jack Johnson Company, dated June 10, 2008, which are subject to change. Easement shall tie to Red Ledges west property line to provide connectivity to the property to the west in two locations as shown for future access. In addition, Red Ledges shall grant the City a public road and utility easement for the property between the Bypass Road and Red Ledges' western property line at the point where the Chimney Rock Road will connect with the Bypass Road, attached as Exhibit C herein.

3. Grading and Access: Should Heber City or an authorized developer move forward with any utilities needed within the easement before construction of the Bypass Road and Connection Road begins, Red Ledges agrees to rough grade those portions of the road needed for said utilities, within one foot of the finished grade centerline shown on the draft construction drawings prepared by Jack Johnson Company, dated June 10, 2008.

4. Road Right-Of-Way Dedication: Upon completion of the bypass road, a plat describing the 66-foot road right-of-way underling the roadway shall be dedicated by Red Ledges to Heber City.

5. Ratification: Except as expressly modified herein, the aforementioned February 21, 2007 Interlocal Agreement is ratified, confirmed and declared to be in full force and effect by the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this Fourth Amendment to the Agreement on the dates reflected opposite their respective signature elements as follows:

WASATCH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF UTAH:

By: Mike Davis, Wasatch County Manager Date: _____

HEBER CITY, A MUNICIPAL CORPORATION:

By: Alan W. McDonald, Mayor, Heber City Date: _____

ATTEST:

Heber City Recorder Date: _____

TWIN CREEKS SPECIAL SERVICE DISTRICT:

By: Ron Phillips, Manager, Twin Creeks Special Service District Date: _____

RED LEDGES LAND DEVELOPMENT, INC., a Florida Corporation:

By: Todd Cates, Vice President Date: _____

EXHIBIT A

Bypass Easement

AFTER RECORDATION PLEASE RETURN TO:
HEBER CITY CORPORATION
75 NORTH MAIN STREET
HEBER CITY, UT 84032

GRANT OF RIGHT-OF-WAY EASEMENT TO HEBER CITY

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned Property Owner, RED LEDGES LAND DEVELOPMENT, INC., as GRANTOR(S) hereby grant to HEBER CITY, a municipal corporation situated in Wasatch County, the State of Utah, (herein after referred to as "CITY"), a permanent easement of right-of-way sixty-six (66) feet in width for the purpose of laying underground utilities, and other appurtenant underground and surface structures related to public roads and utilities, hereinafter referred to as "said facilities," together with the right to construct, operate, maintain, repair and replace said facilities, and the right of ingress and egress for such purposes. Said easement is described as follows:

(See Attached Exhibit 'A' for Legal Description & Location Map)

GRANTOR waives any right to compel CITY to grade, surface, or otherwise improve or maintain said easement area.

GRANTOR shall not increase or decrease or permit to be increased or decreased the ground elevations of said easement existing at the time this document is executed, nor construct or permit to be constructed any permanent building, structures, improvements, landscaping, or other encroachment upon said easement, without the express written consent in advance of the CITY.

GRANTOR further grants to CITY the right to assign any or all of the rights granted in this easement in whole or in part to other companies providing public utilities or communication facilities/services. CITY recognizes the private nature of Grantor's development and will limit access to the easement to only those parties involved in construction and maintenance of utilities until the permanent Bypass Road is built (as defined in the Interlocal Agreement dated February 21, 2007).

CITY may remove from the easement any building, structure, improvement or other encroachments thereon conflicting, interfering or inconsistent with its use for the purposes hereby granted. CITY shall have the right to install its own locks or receive gate codes in all fences and gates which now cross or may hereafter cross said easement, as well as provide a drivable surface over said easement to facilitate access. Fences constructed around or through the easement shall contain a 12 foot wide gate for CITY access. CITY shall cause that the roads within this easement will be returned to pre-construction conditions after all such utilities are installed. CITY or its representatives shall coordinate with Grantor so as to not unreasonably interfere with the current use of roads within this easement while construction of utilities occurs. CITY and Grantor agree to indemnify each other and hold each other harmless from any and all liabilities, including attorneys' fees, incident to each party's or their agents use of the Easement provided herein.

Nothing contained herein shall be construed to provide an easement of ingress or egress to the general public until the Bypass Road becomes a public road.

GRANTOR: _____

Date: _____

(Printed Name / Title)

EASEMENT EXHIBIT A

A PARCEL OF LAND LOCATED IN THE NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 32 AND THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED NORTH 89°48'55" EAST, 1259.06 FEET ALONG THE SOUTH LINE OF SECTION 33 AND NORTH, 48.25 FEET FROM THE SOUTHWEST CORNER OF SECTION 33 TO A POINT ON THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 15.00 FEET, AN ARC DISTANCE OF 23.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 44°30'26" EAST, 21.23 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00°32'07" WEST, 113.96 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 833.00 FEET, AN ARC DISTANCE OF 167.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 05°13'32" EAST, 167.23 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 10°59'12" EAST, 232.03 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 567.00 FEET, AN ARC DISTANCE OF 244.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 01°20'41" WEST, 242.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 13°40'34" WEST, 243.16 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 633.00 FEET, AN ARC DISTANCE OF 485.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 08°16'26" EAST, 473.23 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 30°13'27" EAST, 170.69 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 567.00 FEET, AN ARC DISTANCE OF 364.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°47'53" EAST, 358.44 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2033.00 FEET, AN ARC DISTANCE OF 401.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°58'26" WEST, 400.59 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 2967.00 FEET, AN ARC DISTANCE OF 543.49 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°08'23" WEST, 498.58 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2985.33 FEET, AN ARC DISTANCE OF 723.17 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 01°58'49" EAST, 721.40 FEET TO THE POINT REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 267.00 FEET, AN ARC DISTANCE OF 461.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 40°32'47" WEST, 405.85 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 89°57'43" WEST, 993.88 FEET; THENCE SOUTH 84°50'23" WEST, 110.43 FEET; THENCE NORTH 89°49'06" WEST, 1.99 FEET TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 457.54 FEET, AN ARC DISTANCE OF 59.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 86°26'35" WEST, 59.67 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND SAID CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 114.00 FEET, AN ARC DISTANCE OF 12.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 85°45'02" WEST, 12.12 FEET; THENCE SOUTH 88°47'48" WEST, 84.25 FEET TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 86.00 FEET, AN ARC DISTANCE OF 2.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 87°50'18" WEST 2.88 FEET; THENCE SOUTH 86°52'48" WEST, 16.34 FEET TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 533.00 FEET, AN ARC DISTANCE OF 40.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 89°03'47" WEST, 40.60 FEET; THENCE NORTH 88°45'15" WEST, 73.69 FEET TO THE POINT OF TANGENCY OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 15.00 FEET, AN ARC DISTANCE OF 23.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 46°06'47" WEST, 21.26 FEET; THENCE NORTH 00°58'47" EAST, 97.45 FEET; THENCE NORTH 89°59'13" EAST, 1408.82 FEET TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 333.00 FEET, AN ARC DISTANCE OF 574.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 40°32'47" EAST, 506.18 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2919.34 FEET, AN ARC DISTANCE OF 707.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 01°58'49" WEST, 705.46 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 3033.00 FEET, AN ARC DISTANCE OF 510.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 00°08'23" EAST, 509.67 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1967.00 FEET, AN ARC DISTANCE OF 388.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 00°58'26" EAST, 387.59 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 633.00 FEET, AN ARC DISTANCE OF 407.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 11°47'53" WEST, 400.16 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 30°13'27" WEST, 170.69 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 567.00 FEET, AN ARC DISTANCE OF 434.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 08°16'26" WEST, 423.89 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 13°40'34" EAST, 243.16 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 633.00 FEET, AN ARC DISTANCE OF 272.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 01°20'41" EAST, 270.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10°59'12" WEST, 232.03 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 767.00 FEET, AN ARC DISTANCE OF 154.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 05°13'32" WEST, 153.98 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°32'07" EAST, 114.10 FEET TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 15.00 FEET, AN ARC DISTANCE OF 23.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°29'34" EAST, 21.20 FEET; THENCE SOUTH 89°33'00" WEST, 96.00 FEET BACK TO THE POINT OF BEGINNING.

CONTAINING 8.59 ACRES, MORE OR LESS.

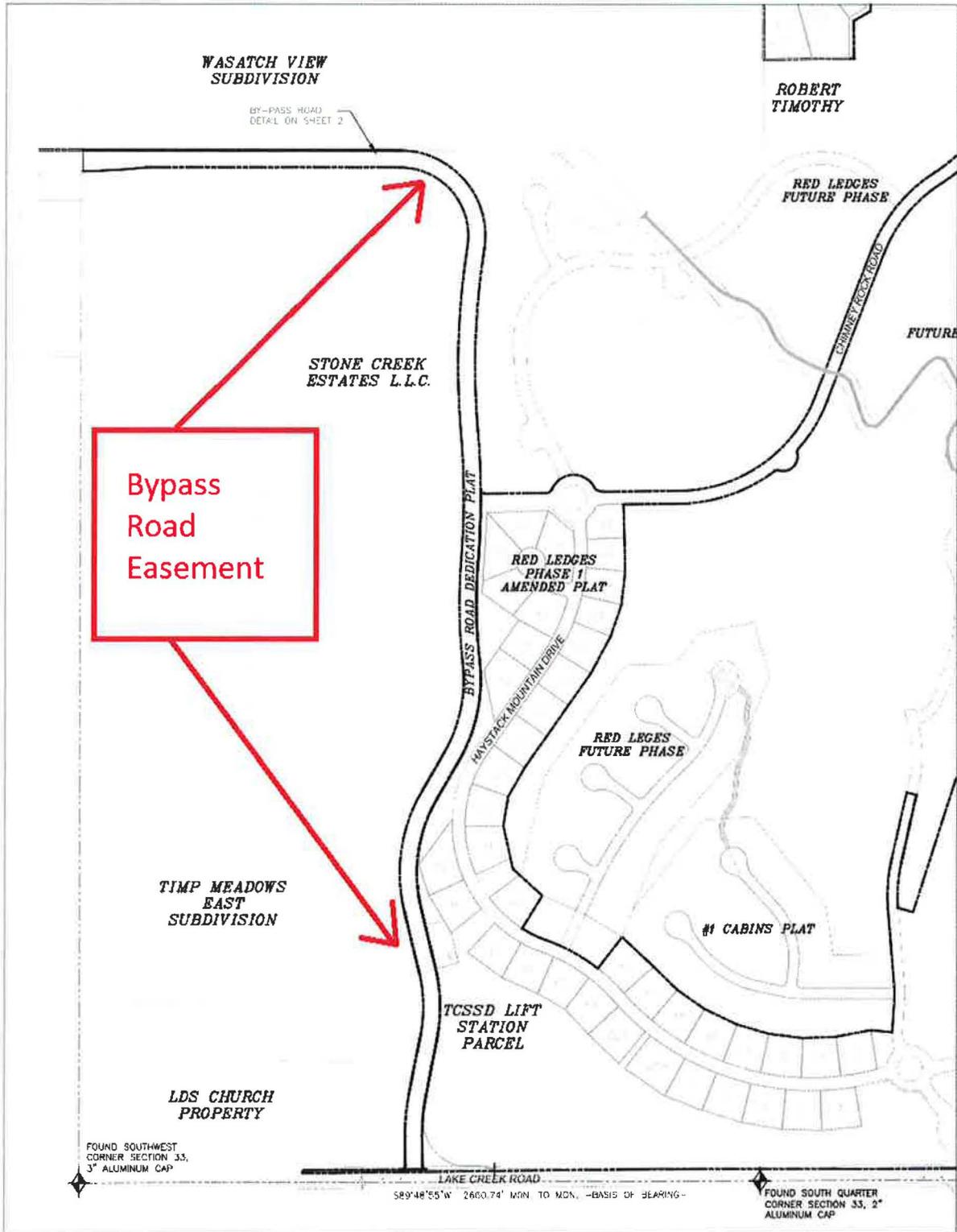


EXHIBIT C

Utility Easement

AFTER RECORDATION PLEASE RETURN TO:
HEBER CITY CORPORATION
75 NORTH MAIN STREET
HEBER CITY, UT 84032

GRANT OF UTILITY EASEMENT TO HEBER CITY

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned Property Owner, RED LEDGES LAND DEVELOPMENT, INC., as GRANTOR(S) hereby grants to HEBER CITY, a municipal corporation situated in Wasatch County, the State of Utah, as CITY, a permanent easement for the purpose of laying underground utilities, and other appurtenant underground structures related to utilities, hereinafter referred to as "said facilities," together with the right to construct, operate, maintain, repair and replace said facilities, and the right of ingress and egress for such purposes. Said easement is described as follows:

(See Attached Exhibit 'A' for Legal Description and location map)

GRANTOR waives any right to compel CITY to grade, surface, or otherwise improve or maintain said easement area.

GRANTOR shall not increase or decrease or permit to be increased or decreased the ground elevations of said easement existing at the time this document is executed, nor construct or permit to be constructed any permanent building, structures, improvements, landscaping, or other encroachment upon said easement, without the express written consent in advance of the CITY.

GRANTOR further grants to CITY the right to assign any or all of the rights granted in this easement in whole or in part to other companies providing public utilities or communication facilities/services. CITY recognizes the private nature of Grantor's development and will limit access to the easement to only those parties involved in construction and maintenance of said facilities.

CITY may remove from the easement any building, structure, improvement or other encroachments thereon conflicting, interfering or inconsistent with its use for the purposes hereby granted. CITY shall have the right to install its own locks or receive gate codes in all fences and gates which now cross or may hereafter cross said easement, as well as provide a drivable surface over said easement to facilitate access. Fences constructed around or through the easement shall contain a 12 foot wide gate for CITY access. CITY shall cause that the roads within this easement will be returned to pre-construction conditions after all such utilities are installed.

CITY and Grantor agree to indemnify each other and hold harmless from any and all liabilities, including attorneys' fees, incident to the each party's or their agents use of the Easement provided herein.

Nothing contained herein shall be construed to provide an easement of ingress or egress to the general public.

GRANTOR: _____

Date: _____

(Printed Name / Title)

Easement Exhibit A

Utility Easement

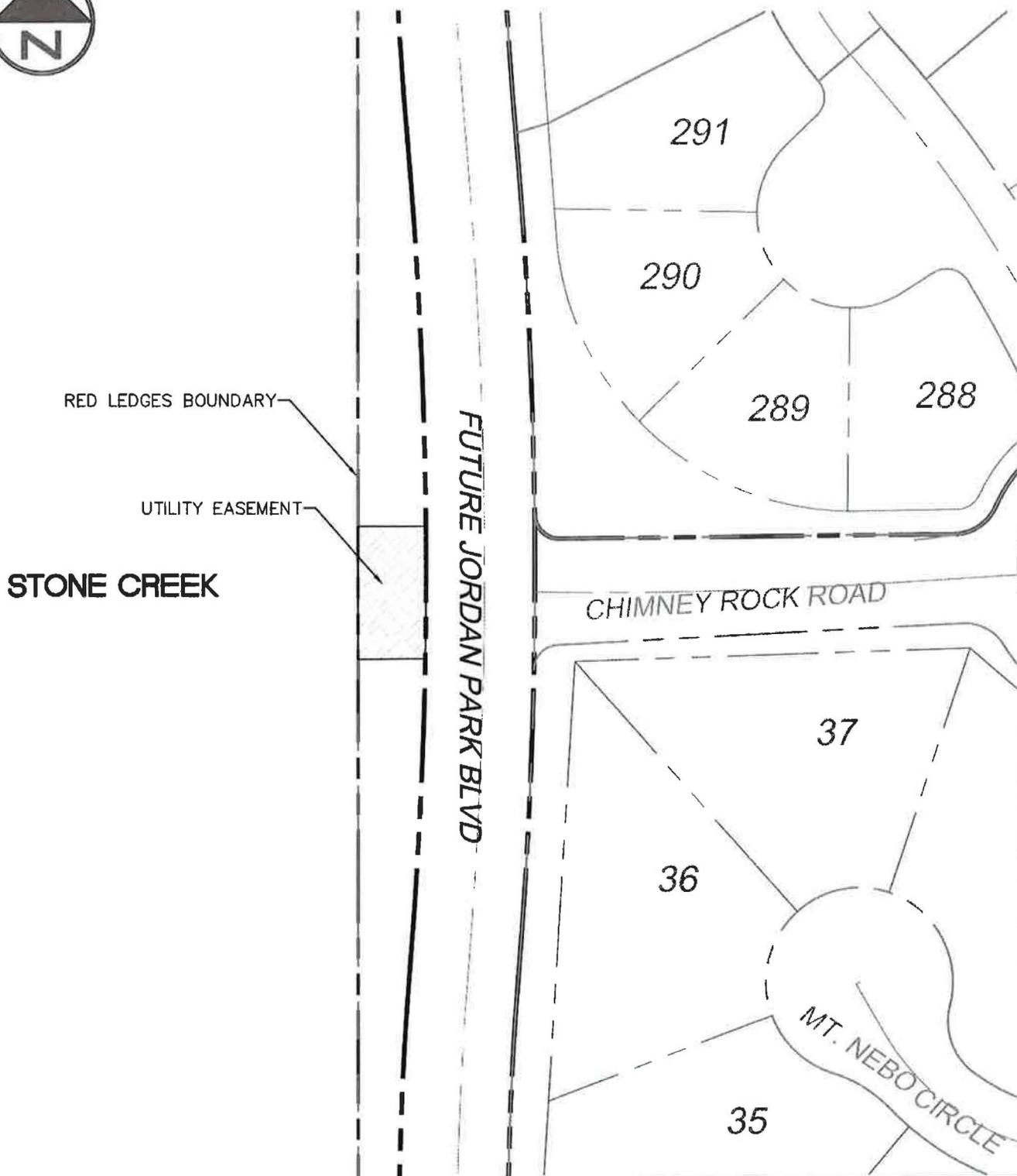
JORDAN PARK BLVD UTILITY EASEMENT

BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH 89°22'55" EAST BETWEEN THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, AND THE SOUTH QUARTER CORNER OF SAID SECTION 28.

BEGINNING AT A POINT ALONG THE RED LEDGES BOUNDARY, AS RECORDED IN THE WASATCH COUNTY SURVEYORS OFFICE AS ENTRY 1878-A AND 1878-B, SAID POINT BEING NORTH 89°22'55" EAST 1461.21 FEET ALONG THE SECTION LINE AND SOUTH 2676.91 FEET FROM THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89°44'34" EAST 41.25 FEET TO A POINT ON THE FUTURE JORDAN PARK BLVD WEST RIGHT OF WAY LINE; THENCE ALONG SAID RIGHT OF WAY LINE, SOUTHWESTERLY 80.01 FEET ALONG THE ARC OF A 2967.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (CHORD BEARS SOUTH 00°17'14" WEST 80.00 FEET; THENCE LEAVING SAID RIGHT OF WAY, SOUTH 89°44'34" WEST 40.84 FEET TO A POINT ON THE SAID RED LEDGE BOUNDARY; THENCE ALONG SAID RED LEDGES BOUNDARY, NORTH 00°00'32" WEST 80.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 3,298 FEET, MORE OR LESS.

UTILITY EASEMENT EXHIBIT



WILDING
ENGINEERING
14721 SOUTH HERITAGE CREEK WAY
BLUFFDALE, UTAH 84066
801.553.8113
WWW.WILDINGENGINEERING.COM

RED LEDGES PROPOSAL

FOURTH AMENDMENT TO INTERLOCAL AGREEMENT REGARDING THE "RED LEDGES" PROPERTY

This Agreement amends the Interlocal Agreement executed on February 21, 2007 (hereinafter the "Agreement") by and among Wasatch County, Utah, (hereinafter "County"), Heber City (hereinafter "City"), Twin Creeks Special Service District (hereinafter "Twin Creeks"), political subdivisions of the State of Utah, and Red Ledges LLC, a Florida Limited Liability Company, regarding the development of the "Red Ledges" property, located in Wasatch County and Heber City. Red Ledges Land Development, Inc., a Florida Corporation, (hereinafter "Red Ledges") is the assignee of all the rights and obligations of Red Ledges, LLC, under the February 21, 2007 Agreement and maintains offices at 1851 E Center St, Heber City, UT 84032.

WHEREAS paragraph 7(f) of the Agreement specified that Red Ledges would complete construction of the Bypass Road and the Connection Road, as more particularly described therein, within one (1) year from the City's final plat approval of the Project's First Phase; and

WHEREAS final approval of the plat for the Project's First Phase occurred on October 12, 2007; and

WHEREAS the parties have agreed to extend the October 12, 2008 completion date for the Bypass Road and Connection Road as hereinafter set forth.

WHEREAS the First Amendment to Interlocal Agreement was signed and executed between 2008 & 2009 which extended this date until October 10, 2009 with a second extension through October 10, 2010.

WHEREAS the Second Amendment to Interlocal Agreement was signed and executed on January 14, 2013.

WHEREAS the Third Amendment to Interlocal Agreement was signed and executed between February and March of 2013.

NOW, THEREFORE, the City, County, Twin Creeks and Red Ledges hereby agree as follows:

1. Extended Completion Date for the Bypass Road and Connection Road: Subject to the potential, specific pre-triggering event defined in subparagraph 1.1, in which case the completion date shall be sooner, the Parties agree that the completion date for construction of the Bypass Road and the Connection Road is hereby extended through October 31, 2021.

1.1. In the event that the Bassett-Richie development, located west of Red Ledges, finishes physical construction of its section of the Bypass Road prior to October 31, 2021, then Red Ledges shall commence physical construction of the Bypass Road and the Connection Road within six (6) months of the finish date for the Bassett-Ritchie connection road project. Said Bassett-Richie section of the Bypass Road shall originate at approximately 900 North Highway 40 in Heber City, and run eastward to 550 East. In no case however shall Red Ledges begin their portion of the Bypass Road before June 1, 2019.

1.2. The parties specifically agree that failure on the part of Red Ledges to initiate on site, physical construction of said Bypass Road and Connection Road by June 1, 2021, shall constitute a breach of the Interlocal Agreement and this Amendment.

2. Bypass Road and Water Line Easement: Within 7 business days of the execution of this Amendment, Red Ledges will record the 66-foot easement attached as Exhibit A hereto for the benefit of the City. The easement shall be granted for the purpose of a roadway and laying underground utilities, and other underground and surface facilities related to public roads and utilities. Use of said easement shall not obligate the City to construct any utilities, particularly those required for the function of the road when it is constructed;

i.e. storm drain. Said utilities shall be constructed and installed within the alignment described on the draft plat, incorporated and made a part of this Agreement, as Exhibit B herein, and the draft construction drawings prepared by Jack Johnson Company, dated June 10, 2008, which are subject to change. ~~Easement shall tie to Red Ledges west property line to provide connectivity to the property to the west in two locations as shown for future access.~~ In addition, Red Ledges shall grant the City a ~~public road and~~ utility easement for the property between the Bypass Road and Red Ledges' western property line at the point where the Chimney Rock Road will connect with the Bypass Road, attached as Exhibit C herein.

3. Grading and Access: Should Heber City or an authorized developer move forward with any utilities needed within the easement before construction of the Bypass Road and Connection Road begins, Red Ledges agrees to rough grade those portions of the road needed for said utilities, within one-two foot of the finished grade centerline shown on the draft construction drawings prepared by Jack Johnson Company, dated June 10, 2008.

4. Road Right-Of-Way Dedication: Upon completion of the bypass road, a plat describing the 66-foot road right-of-way underling the roadway shall be dedicated by Red Ledges to Heber City.

5. Ratification: Except as expressly modified herein, the aforementioned February 21, 2007 Interlocal Agreement is ratified, confirmed and declared to be in full force and effect by the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this Fourth Amendment to the Agreement on the dates reflected opposite their respective signature elements as follows:

WASATCH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF UTAH:

_____ Date: _____
By: Mike Davis, Wasatch County Manager

HEBER CITY, A MUNICIPAL CORPORATION:

_____ Date: _____
By: Alan W. McDonald, Mayor, Heber City

ATTEST:

_____ Date: _____
Heber City Recorder

TWIN CREEKS SPECIAL SERVICE DISTRICT:

_____ Date: _____
By: Ron Phillips, Manager, Twin Creeks Special Service District

RED LEDGES LAND DEVELOPMENT, INC., a Florida Corporation:

_____ Date: _____
By: Todd Cates, Vice President

EXHIBIT A

Bypass Easement

AFTER RECORDATION PLEASE RETURN TO:
HEBER CITY CORPORATION
75 NORTH MAIN STREET
HEBER CITY, UT 84032

GRANT OF RIGHT-OF-WAY EASEMENT TO HEBER CITY

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned Property Owner, RED LEDGES LAND DEVELOPMENT, INC., as GRANTOR(S) hereby grant to HEBER CITY, a municipal corporation situated in Wasatch County, the State of Utah, (herein after referred to as "CITY"), a permanent easement of right-of-way sixty-six (66) feet in width for the purpose of laying underground utilities, and other appurtenant underground and surface structures related to public roads and utilities, hereinafter referred to as "said facilities," together with the right to construct, operate, maintain, repair and replace said facilities, and the right of ingress and egress for such purposes. Said easement is described as follows:

(See Attached Exhibit 'A' for Legal Description & Location Map)

GRANTOR waives any right to compel CITY to grade, surface, or otherwise improve or maintain said easement area.

GRANTOR shall not increase or decrease or permit to be increased or decreased the ground elevations of said easement existing at the time this document is executed, nor construct or permit to be constructed any permanent building, structures, improvements, landscaping, or other encroachment upon said easement, without the express written consent in advance of the CITY.

GRANTOR further grants to CITY the right to assign any or all of the rights granted in this easement in whole or in part to other companies providing public utilities or communication facilities/services. CITY recognizes the private nature of Grantor's development and will limit access to the easement to only those parties involved in construction and maintenance of utilities until the permanent Bypass Road is built (as defined in the Interlocal Agreement dated February 21, 2007).

CITY may remove from the easement any building, structure, improvement or other encroachments thereon conflicting, interfering or inconsistent with its use for the purposes hereby granted. CITY shall have the right to install its own locks or receive gate codes in all fences and gates which now cross or may hereafter cross said easement, as well as provide a drivable surface over said easement to facilitate access. Fences constructed around or through the easement shall contain a 12 foot wide gate for CITY access. CITY shall cause that the roads within this easement will be returned to pre-construction conditions after all such utilities are installed. CITY or its representatives shall coordinate with Grantor so as to not unreasonably interfere with the current use of roads within this easement while construction of utilities occurs. CITY and Grantor agree to indemnify each other and hold each other harmless from any and all liabilities, including attorneys' fees, incident to each party's or their agents use of the Easement provided herein.

Nothing contained herein shall be construed to provide an easement of ingress or egress to the general public until the Bypass Road becomes a public road.

GRANTOR: _____

Date: _____

(Printed Name / Title)

EASEMENT EXHIBIT A

A PARCEL OF LAND LOCATED IN THE NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 32 AND THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED NORTH 89°48'55" EAST, 1259.06 FEET ALONG THE SOUTH LINE OF SECTION 33 AND NORTH, 48.25 FEET FROM THE SOUTHWEST CORNER OF SECTION 33 TO A POINT ON THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 15.00 FEET, AN ARC DISTANCE OF 23.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 44°30'26" EAST, 21.23 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00°32'07" WEST, 113.96 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 833.00 FEET, AN ARC DISTANCE OF 167.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 05°13'32" EAST, 167.23 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 10°59'12" EAST, 232.03 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 567.00 FEET, AN ARC DISTANCE OF 244.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 01°20'41" WEST, 242.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 13°40'34" WEST, 243.16 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 633.00 FEET, AN ARC DISTANCE OF 485.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 08°16'26" EAST, 473.23 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 30°13'27" EAST, 170.69 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 567.00 FEET, AN ARC DISTANCE OF 364.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°47'53" EAST, 358.44 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2033.00 FEET, AN ARC DISTANCE OF 401.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°58'26" WEST, 400.59 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 2967.00 FEET, AN ARC DISTANCE OF 543.49 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°08'23" WEST, 498.58 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2985.33 FEET, AN ARC DISTANCE OF 723.17 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 01°58'49" EAST, 721.40 FEET TO THE POINT REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 267.00 FEET, AN ARC DISTANCE OF 461.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 40°32'47" WEST, 405.85 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 89°57'43" WEST, 993.88 FEET; THENCE SOUTH 84°50'23" WEST, 110.43 FEET; THENCE NORTH 89°49'06" WEST, 1.99 FEET TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 457.54 FEET, AN ARC DISTANCE OF 59.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 86°26'35" WEST, 59.67 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND SAID CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 114.00 FEET, AN ARC DISTANCE OF 12.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 85°45'02" WEST, 12.12 FEET; THENCE SOUTH 88°47'48" WEST, 84.25 FEET TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 86.00 FEET, AN ARC DISTANCE OF 2.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 87°50'18" WEST 2.88 FEET; THENCE SOUTH 86°52'48" WEST, 16.34 FEET TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 533.00 FEET, AN ARC DISTANCE OF 40.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 89°03'47" WEST, 40.60 FEET; THENCE NORTH 88°45'15" WEST, 73.69 FEET TO THE POINT OF TANGENCY OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 15.00 FEET, AN ARC DISTANCE OF 23.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 46°06'47" WEST, 21.26 FEET; THENCE NORTH 00°58'47" EAST, 97.45 FEET; THENCE NORTH 89°59'13" EAST, 1408.82 FEET TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 333.00 FEET, AN ARC DISTANCE OF 574.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 40°32'47" EAST, 506.18 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2919.34 FEET, AN ARC DISTANCE OF 707.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 01°58'49" WEST, 705.46 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 3033.00 FEET, AN ARC DISTANCE OF 510.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 00°08'23" EAST, 509.67 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1967.00 FEET, AN ARC DISTANCE OF 388.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 00°58'26" EAST, 387.59 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 633.00 FEET, AN ARC DISTANCE OF 407.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 11°47'53" WEST, 400.16 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 30°13'27" WEST, 170.69 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 567.00 FEET, AN ARC DISTANCE OF 434.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 08°16'26" WEST, 423.89 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 13°40'34" EAST, 243.16 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 633.00 FEET, AN ARC DISTANCE OF 272.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 01°20'41" EAST, 270.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10°59'12" WEST, 232.03 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 767.00 FEET, AN ARC DISTANCE OF 154.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 05°13'32" WEST, 153.98 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°32'07" EAST, 114.10 FEET TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 15.00 FEET, AN ARC DISTANCE OF 23.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°29'34" EAST, 21.20 FEET; THENCE SOUTH 89°33'00" WEST, 96.00 FEET BACK TO THE POINT OF BEGINNING.

CONTAINING 8.59 ACRES, MORE OR LESS.

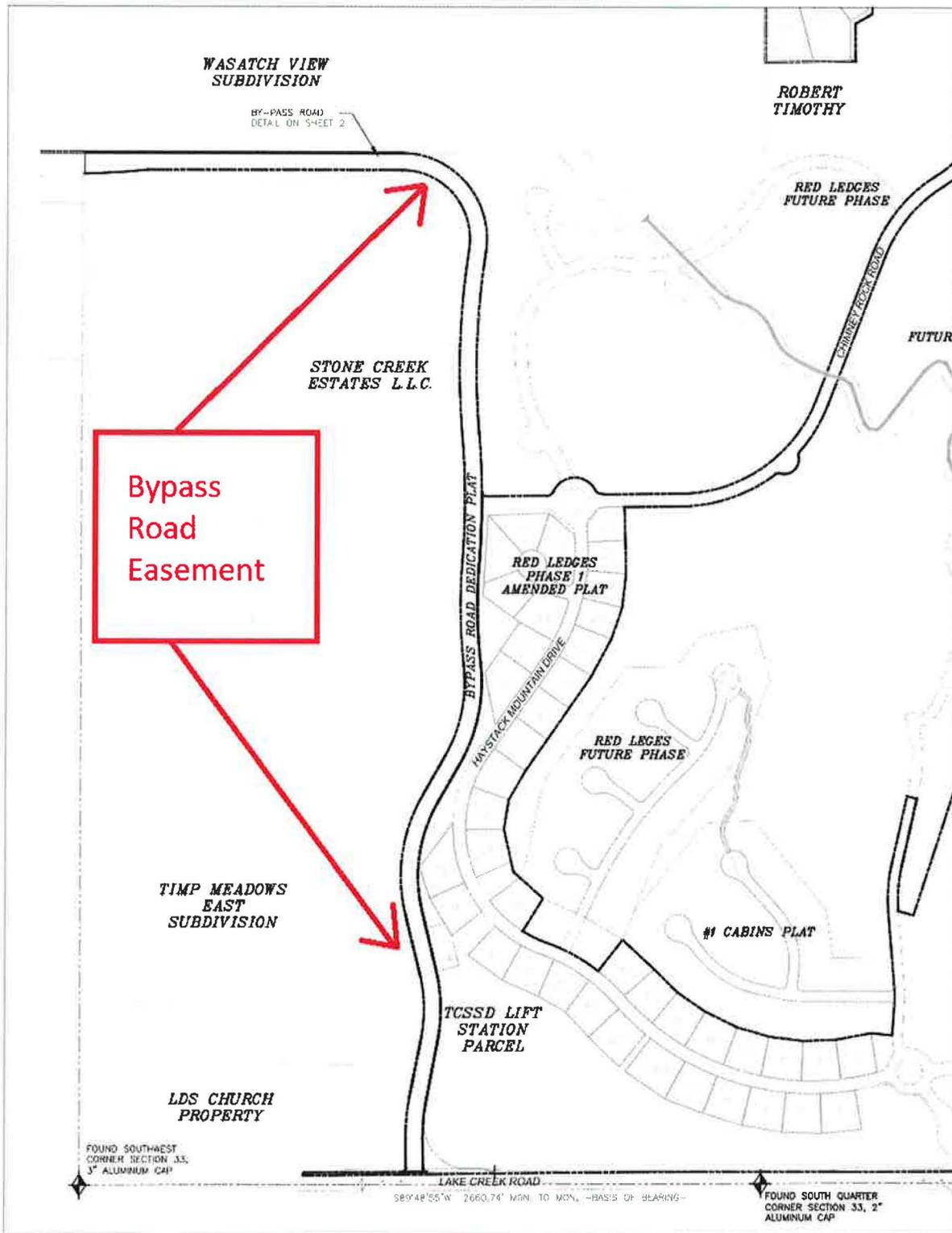


EXHIBIT C

Utility Easement

AFTER RECORDATION PLEASE RETURN TO:
HEBER CITY CORPORATION
75 NORTH MAIN STREET
HEBER CITY, UT 84032

GRANT OF UTILITY EASEMENT TO HEBER CITY

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned Property Owner, RED LEDGES LAND DEVELOPMENT, INC., as GRANTOR(S) hereby grants to HEBER CITY, a municipal corporation situated in Wasatch County, the State of Utah, as CITY, a permanent easement for the purpose of laying underground utilities, and other appurtenant underground structures related to utilities, hereinafter referred to as "said facilities," together with the right to construct, operate, maintain, repair and replace said facilities, and the right of ingress and egress for such purposes. Said easement is described as follows:

(See Attached Exhibit 'A' for Legal Description and location map)

GRANTOR waives any right to compel CITY to grade, surface, or otherwise improve or maintain said easement area.

GRANTOR shall not increase or decrease or permit to be increased or decreased the ground elevations of said easement existing at the time this document is executed, nor construct or permit to be constructed any permanent building, structures, improvements, landscaping, or other encroachment upon said easement, without the express written consent in advance of the CITY.

GRANTOR further grants to CITY the right to assign any or all of the rights granted in this easement in whole or in part to other companies providing public utilities or communication facilities/services. CITY recognizes the private nature of Grantor's development and will limit access to the easement to only those parties involved in construction and maintenance of said facilities.

CITY may remove from the easement any building, structure, improvement or other encroachments thereon conflicting, interfering or inconsistent with its use for the purposes hereby granted. CITY shall have the right to install its own locks or receive gate codes in all fences and gates which now cross or may hereafter cross said easement, as well as provide a drivable surface over said easement to facilitate access. Fences constructed around or through the easement shall contain a 12 foot wide gate for CITY access. CITY shall cause that the roads within this easement will be returned to pre-construction conditions after all such utilities are installed.

CITY and Grantor agree to indemnify each other and hold harmless from any and all liabilities, including attorneys' fees, incident to the each party's or their agents use of the Easement provided herein.

Nothing contained herein shall be construed to provide an easement of ingress or egress to the general public.

GRANTOR: _____

Date: _____

(Printed Name / Title)

Easement Exhibit A

Utility Easement

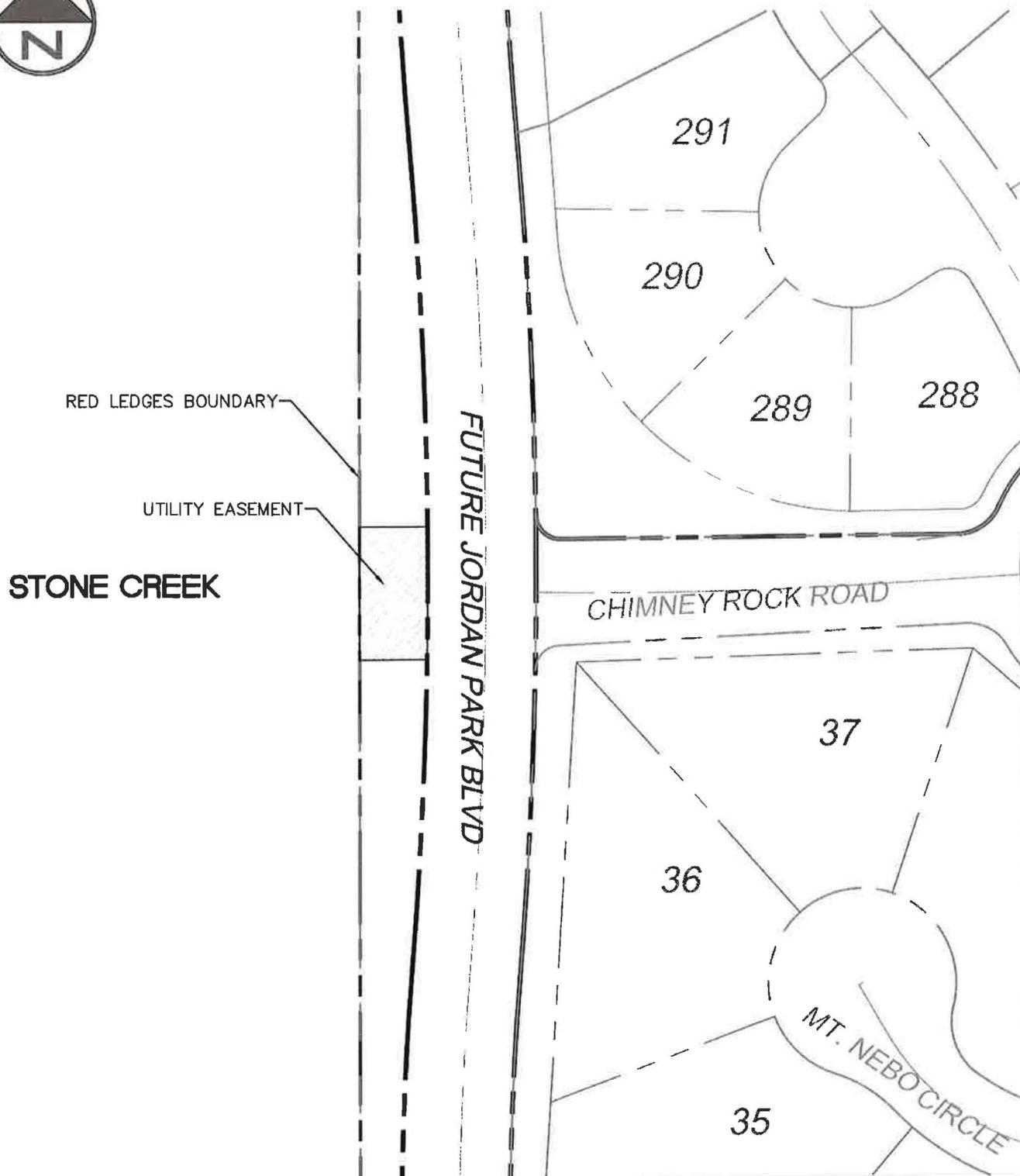
JORDAN PARK BLVD UTILITY EASEMENT

BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH 89°22'55" EAST BETWEEN THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, AND THE SOUTH QUARTER CORNER OF SAID SECTION 28.

BEGINNING AT A POINT ALONG THE RED LEDGES BOUNDARY, AS RECORDED IN THE WASATCH COUNTY SURVEYORS OFFICE AS ENTRY 1878-A AND 1878-B, SAID POINT BEING NORTH 89°22'55" EAST 1461.21 FEET ALONG THE SECTION LINE AND SOUTH 2676.91 FEET FROM THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89°44'34" EAST 41.25 FEET TO A POINT ON THE FUTURE JORDAN PARK BLVD WEST RIGHT OF WAY LINE; THENCE ALONG SAID RIGHT OF WAY LINE, SOUTHWESTERLY 80.01 FEET ALONG THE ARC OF A 2967.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (CHORD BEARS SOUTH 00°17'14" WEST 80.00 FEET; THENCE LEAVING SAID RIGHT OF WAY, SOUTH 89°44'34" WEST 40.84 FEET TO A POINT ON THE SAID RED LEDGE BOUNDARY; THENCE ALONG SAID RED LEDGES BOUNDARY, NORTH 00°00'32" WEST 80.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 3,298 FEET, MORE OR LESS.

UTILITY EASEMENT EXHIBIT



RED LEDGES BOUNDARY

UTILITY EASEMENT

STONE CREEK

FUTURE JORDAN PARK BLVD

CHIMNEY ROCK ROAD

MT. NEBO CIRCLE

WILDING
ENGINEERING

14791 SOUTH HERITAGE CREST WAY
BLUFFDALE, UTAH 84065
801.552.8112
WWW.WILDINGENGINEERING.COM

TAB 5

RESOLUTION OF HEBER CITY COUNCIL

Resolution No. 2016-04

Compensation for Service on the
Heber Light & Power Company Board of Directors

RECITALS

WHEREAS the Heber Light & Power Company ("Company") is an energy services interlocal entity created by Heber City ("City"), Midway City, and Charleston Town to provide electric service to customers within the municipalities and surrounding areas.

WHEREAS the Company's Organization Agreement provides that the Heber City Mayor ("Mayor") shall serve as a director on the Company's Board of Directors and that two members of the Heber City Council shall also serve on the Company's Board of Directors.

WHEREAS the Company has adopted its Capital and Operating Budgets for 2016 ("Budget") and filed the Budget with the Heber City Clerk.

WHEREAS the Company's Budget includes an annual stipend of \$7,295.04 payable monthly to Heber City for the mayors service as a director on the Company's board, an annual stipend of \$5,703.84 payable monthly to Heber City for Board Member #1 from the Heber City Council, and an annual stipend of \$5,703.84 payable monthly to Heber City for Board Member #2 from the Heber City Council.

WHEREAS the City Council has analyzed, as required by Utah Code Ann. § 11-13-403, the duties and responsibilities of the mayor's service on the Company's board, and the two Heber City Council Members who served on the Heber Light & Power Board of Directors, and considered the appropriate compensation for the mayor's and city council member's service and time commitment on the board.

NOW THEREFORE, BE IT RESOLVED BY THE HEBER CITY COUNCIL AS FOLLOWS:

1. The Company's annual stipend payments to the mayor and council members fairly reflects the responsibilities and duties of a director and board members serving on the Company's board and does not duplicate the City's compensation for the mayor's service, as mayor, or the council member's service as Heber City Council Members.

2. Pursuant to Utah Code Ann. § 11-13-403, the City Council hereby approves the City's receipt of the mayor's and two council member's respective stipends as compensation for their service on the Company's board during calendar year 2016.

3. The City clerk is hereby directed to provide the secretary of the Company's Board of Directors with an executed copy of this resolution.

ADOPTED AND PASSED by the City Council of Heber City, Utah this _____ day of January, 2016, by the following vote:

	AYE	NAY
Council Member Jeffery R. Bradshaw	_____	_____
Council Member Heidi Franco	_____	_____
Council Member Kelleen Potter	_____	_____
Council Member Jeffrey W. Smith	_____	_____
Council Member Ronald R. Crittenden	_____	_____

APPROVED:

Mayor Alan W. McDonald

ATTEST:

_____ Date: _____
RECORDER



Heber Light & Power
Capital and Operating Budgets
For Fiscal 2016

Heber Light & Power Company

2016 Budget – Executive Summary

	<u>2014 Actual</u>	<u>2015 Budget</u>	<u>2015 Projected</u>	<u>2016 Budget</u>
REVENUES				
Electricity Sales	\$15,307,924	\$15,493,980	\$15,426,174	\$16,207,386
Connect Fees	31,661	31,091	29,362	30,000
Interest Income	18,196	20,707	14,500	15,000
Receivables Penalty Income	37,200	32,000	41,700	35,000
Other / Miscellaneous Income	107,216	115,000	173,454	130,000
<i>Total Revenues</i>	<i>\$15,502,197</i>	<i>\$15,692,778</i>	<i>\$15,685,190</i>	<i>\$16,417,386</i>
OPERATING EXPENSES				
Power Purchases	\$7,679,738	\$7,867,307	\$7,328,350	\$8,582,902
Generation Maintenance / Fuel	502,712	866,813	353,913	656,322
Wages	2,933,658	2,266,058	2,384,673	2,125,691
Board Compensation	29,175	35,814	35,814	35,814
Retirement	568,533	629,375	550,718	569,956
Insurance – Employee	748,208	850,709	825,585	818,520
Insurance – Liability	127,872	175,000	184,566	175,000
Payroll Taxes	228,988	276,140	220,680	235,861
Travel / Training	101,555	71,381	62,936	97,998
Materials	270,833	49,856	59,973	77,396
IT/OT	54,893	130,845	141,699	302,087
Truck / Vehicles	138,313	119,942	116,555	117,000
Repairs / Maintenance	234,374	501,158	351,704	346,064
Building Expenses	0	43,400	37,364	40,180
Office Supplies	127,893	79,580	62,991	115,977
Debt – Interest	525,971	543,777	543,777	536,168
Debt – Principal	344,507	578,103	578,103	558,479
Dividends	300,000	300,000	300,000	300,000
Reserve Funding	-	135,000	-	135,000
Professional Services	126,409	63,000	72,606	41,000
Miscellaneous	135,861	99,035	104,975	104,735
<i>Total Operating Expenses</i>	<i>\$15,179,493</i>	<i>\$15,682,293</i>	<i>\$14,316,982</i>	<i>\$15,972,150</i>
FUNDS AVAILABLE FOR CAPITAL PROJECTS				
Net Income	322,704	10,485	1,416,208	\$445,236
Capital in Aid of Construction	1,088,159	450,000	1,136,000	795,000
Impact Fee	571,682	650,000	958,000	670,000
	<i>\$1,982,545</i>	<i>\$1,110,485</i>	<i>\$3,510,208</i>	<i>\$1,910,236</i>
CAPITAL EXPENDITURES				
Buildings	\$6,975	\$180,000	\$140,054	\$464,000
Distribution	1,368,070	1,190,000	1,198,096	735,000
Generation	2,264,486	-	146,064	248,000
Metering	-	-	82,500	139,000
Substation	279,406	190,000	466,073	620,000
Systems & Technology	28,100	69,000	55,254	151,000
Tools & Equipment	20,711	40,000	13,898	60,000
Trucks / Vehicles	98,194	105,600	108,067	50,000
<i>Total Capital</i>	<i>\$4,065,942</i>	<i>\$1,774,600</i>	<i>\$2,210,006</i>	<i>\$2,467,000</i>
Depreciation	\$1,811,772.34	\$1,831,728	\$1,889,555	\$1,993,000

Management is pleased to present the Operating Budgets and Capital Expenditures for 2016. The following is presented to highlight the major purchases and projects for 2016.

Operating Budget

Revenues

The 2016 electricity revenues are budgeted to increase 5% over the projected 2015 revenues. This represents a very modest estimate for the new rate structure, additional customers and limited load growth.

Revenues associated with Capital in Aid of Construction and Impact Fees are not included as these revenues are not regular and are typically subject to external economic conditions.

	<u>2014 Actual</u>	<u>2015 Budget</u>	<u>2015 Projected</u>	<u>2016 Budget</u>
REVENUES				
Electricity Sales	\$15,307,924	\$15,493,980	\$15,426,174	\$16,207,386
Connect Fees	31,661	31,091	29,362	30,000
Interest Income	18,196	20,707	14,500	15,000
Receivables Penalty Income	37,200	32,000	41,700	35,000
Other / Miscellaneous Income	107,216	115,000	173,454	130,000
<i>Total Revenues</i>	<i>\$15,502,197</i>	<i>\$15,692,778</i>	<i>\$15,685,190</i>	<i>\$16,417,386</i>

Expenses

Power Purchased

Power Purchased expense is calculated by analyzing supply requirements, identifying the cost of supply from individual sources and adding contingency pricing for market fluctuations.

Wages and Board Compensation

Included in the wages and board compensation expense are amounts for the current complement of employees. The decrease in budgeted wages reflects the increased inclusion of capitalized labor in the capital projects.

Board Compensation

<u>Board Position</u>	<u>Stipend Amount</u>
Chair	7,295.04
Member 1	5,703.84
Member 2	5,703.84
Member 3	5,703.84
Member 4	5,703.84
Member 5	<u>5,703.84</u>
	\$35,814.24

Repairs & Maintenance

Repairs and maintenance are anticipated to level off in 2016. In addition, the second phase of pole testing will take place in 2016 that will undoubtedly identify additional maintenance concerns on the distribution system.

Travel & Training

To maintain the advanced technical knowledge required in the industry, various training initiatives for staff are included in the 2016 Budget.

Reserve Funding

HL&P intends on placing additional funds into the PTIF fund to compensate for the continual growth of the company and its assets. In addition, current portions of the accrued leave balances are being set aside as part of the risk management process.

	<u>2014 Actual</u>	<u>2015 Budget</u>	<u>2015 Projected</u>	<u>2016 Budget</u>
OPERATING EXPENSES				
Power Purchases	\$7,679,738	\$7,867,307	\$7,328,350	\$8,582,902
Generation Maintenance / Fuel	502,712	866,813	353,913	656,322
Wages	2,933,658	2,266,058	2,384,673	2,125,691
Board Compensation	29,175	35,814	35,814	35,814
Retirement	568,533	629,375	550,718	569,956
Insurance – Employee	748,208	850,709	825,585	818,520
Insurance – Liability	127,872	175,000	184,566	175,000
Payroll Taxes	228,988	276,140	220,680	235,861
Travel / Training	101,555	71,381	62,936	97,998
Materials	270,833	49,856	59,973	77,396
IT/OT	54,893	130,845	141,699	302,087
Truck / Vehicles	138,313	119,942	116,555	117,000
Repairs / Maintenance	234,374	501,158	351,704	346,064
Building Expenses	0	43,400	37,364	40,180
Office Supplies	127,893	79,580	62,991	115,977
Debt – Interest	525,971	543,777	543,777	536,168
Debt – Principal	344,507	578,103	578,103	558,479
Dividends	300,000	300,000	300,000	300,000
Reserve Funding	-	135,000	-	135,000
Professional Services	126,409	63,000	72,606	41,000
Miscellaneous	135,861	99,035	104,975	104,735
<i>Total Operating Expenses</i>	<i>\$15,179,493</i>	<i>\$15,682,293</i>	<i>\$14,316,982</i>	<i>\$15,972,150</i>

Capital Expenditures

The Capital Budget for 2016 totals \$2,467,000. Heber Light & Power anticipates utilizing revenue from energy sales, capital in aid of construction and through impact fees to complete the 2016 capital program. In the event these resources are insufficient to meet these anticipated capital addition expenditures, Heber Light & Power has two other payment mechanisms at its disposal. The first, Heber Light & Power has the ability to use debt-financing in the event energy rates are unavailable to fund the needed capital expansion projects. The second is through reserve accounts of which Heber Light & Power maintains two such funds. The first such fund is a contingency fund with a current balance of roughly \$2.5 million which is available to address certain large capital purchases and /or reserve requirements associated with internal generation, rate stabilization and power market escalation. The second such fund is a capital reserve fund meant to supply quick access to funds in order to complete major projects considered in the Company's current Strategic Plan. Management regularly reviews the adequacy of these reserve accounts and has built into this budget the need to add an additional \$135,000 to it.

Also included in the table below are principal payments relating to the Company's long-term debt.

<u>Classification</u>	<u>Expenditure</u>	<u>Impact</u>	<u>CIAC</u>	<u>Net Amount</u>
Buildings	\$464,000	-	-	464,000
Distribution System	735,000	(340,000)	-	395,000
Generation	248,000	-	-	248,000
Metering	139,000	-	(139,000)	-
Substation	620,000	(585,000)	-	35,000
Systems and Technology	151,000	-	-	151,000
Tools & Equipment	60,000	-	-	60,000
Trucks/Vehicles	50,000	-	-	50,000
				Total Capital Expenditures: \$1,403,000
				Principal Payments on Long-Term Debt: 558,479
				Total Cash Requirements: <u>\$1,961,479</u>

Detailed capital project descriptions in support of these amounts are included on the following pages.

Buildings

1. Cold Storage Remodel
2. Operations Asphalt / Curb Improvements
3. Generator Fire Suppression System
4. Training Room Furniture
5. Land Swap (Residual Purchase)
6. New Office Building
7. Gas Plant 1 Lighting Upgrade

Heber Light & Power

Project Analysis Form

Project Name: Cold Storage Remodel

Project Driver: Upgrade

Priority Level: Low

Purpose & Necessity:

In an effort to better utilize warehouse space, the cold storage building needs to be remodeled to include doors, insulation and a heat source.

Risk Assessment:

This project is being completed in order to park more vehicles and equipment inside an existing parking structure. By completing this project, expensive equipment will be protected from the weather and potential vandalism.

Cash Flow Schedule:

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>Overall</u>
Internal Labor	8,000.00	-	-	-	-	-	8,000.00
Materials	10,000.00	-	-	-	-	-	10,000.00
Subcontractor	75,000.00	-	-	-	-	-	75,000.00
Miscellaneous	-	-	-	-	-	-	-
(CIAC) Reim	-	-	-	-	-	-	-
Subtotal:	\$ 93,000.00	\$ -	\$ 93,000.00				
Impact Fee %							
Net Amount:	\$ 93,000.00	\$ -	\$ 93,000.00				

Heber Light & Power

Project Analysis Form

Project Name: Operations Asphalt/Curb Improvements

Project Driver: Upgrade

Priority Level: Low

Purpose & Necessity:

In an effort to improve safer more efficient utilization of HL&P facilities, additional upgrades to the parking lot and asphalt are merited. These changes will allow for a better parking configuration for employees, directors and members of the community.

Risk Assessment:

If this asphalt project is not completed, HL&P runs a risk of having inadequate parking for employees, directors, and community members thus compelling them to park in areas not properly suited for their needs. By so doing, HL&P exposes itself to additional risk of safety incidents and lost productivity.

Cash Flow Schedule:

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>Overall</u>
Internal Labor	-	-	-	-	-	-	-
Materials	-	-	-	-	-	-	-
Subcontractor	121,253.00	120,000.00	-	-	-	-	241,253.00
Miscellaneous (CIAC) Reim	-	-	-	-	-	-	-
Subtotal:	\$ 121,253.00	\$ 120,000.00	\$ -	\$ -	\$ -	\$ -	\$ 241,253.00
Impact Fee %							
Net Amount:	\$ 121,253.00	\$ 120,000.00	\$ -	\$ -	\$ -	\$ -	\$ 241,253.00

Heber Light & Power

Project Analysis Form

Project Name: Generator Fire Suppression System

Project Driver: Safety

Priority Level: Medium

Purpose & Necessity:

Small fires are occasionally generated on and around the generators as a result of the excessive amounts of heat, fuel and available catalysts. As a result, the dispatchers and generation employees are using handheld extinguishing tools to extinguish these fires when they arise. Our insurance reviews are frequently critical of the lack of suppression systems on our generators and thus this project will increase safety as well as increase our insurability.

Plant 1: \$161,000

Plant 2: \$213,000

Plant 3: \$110,000

Risk Assessment:

Potential exists to have a major fire that either drastically damages the structure, equipment, or both. The damage can result from the fire itself or from the firefighting methods that will be employed by the local fire department with their water-based fighting technology. A larger risk exists in that employees are typically called upon to be the first line of defense to which they are woefully under supplied and un-trained.

Cash Flow Schedule:

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>Overall</u>
Internal Labor	-	-	-	-	-	-	-
Materials	-	-	-	-	-	-	-
Subcontractor	110,000.00	-	213,000.00	-	161,000.00	-	484,000.00
Miscellaneous (CIAC) Reim	-	-	-	-	-	-	-
Subtotal:	\$ 110,000.00	\$ -	\$ 213,000.00	\$ -	\$ 161,000.00	\$ -	\$ 484,000.00
Impact Fee %							
Net Amount:	<u>\$ 110,000.00</u>	<u>\$ -</u>	<u>\$ 213,000.00</u>	<u>\$ -</u>	<u>\$ 161,000.00</u>	<u>\$ -</u>	<u>\$ 484,000.00</u>

Heber Light & Power

Project Analysis Form

Project Name: Training Room Furniture

Project Driver: Upgrade

Priority Level: Low

Purpose & Necessity:

No new furniture was included with the new training room that was built in 2013. In order to establish appropriate training and testing resources for continuing education and training of employees, furniture will need to be purchased. Part of the building plan encompassed a plan to purchase furniture in a future period so as to accommodate cash flow concerns.

Risk Assessment:

No apparent risk to reliability or safety exists if this project is not approved. However, the delay in approval also delays the proper training facility typically used by the industry.

Cash Flow Schedule:

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>Overall</u>
Internal Labor	-	-	-	-	-	-	-
Materials	-	32,000.00	-	-	-	-	32,000.00
Subcontractor	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-
(CIAC) Reim	-	-	-	-	-	-	-
Subtotal:	\$ -	\$ 32,000.00	\$ -	\$ -	\$ -	\$ -	\$ 32,000.00
Impact Fee %							
Net Amount:	<u>\$ -</u>	<u>\$ 32,000.00</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 32,000.00</u>

Heber Light & Power

Project Analysis Form

Project Name: Land Swap (Residual Purchase)

Project Driver: Replacement

Priority Level: Low

Purpose & Necessity:

Wasatch County approached Heber Light & Power about a potential land swap in which the Company would give up the parcel of land near the fairgrounds and the office building in trade for the cowboy village. Whereas the cowboy village parcel is larger than the fairgrounds parcel, it is estimated that a residual value will exist in excess of the value of office building and its associated parking garage. Thus this approval would complete the sale/land swap between the county and the Company.

Risk Assessment:

Very little risk exists if this project is not approved. The timing of this transaction is really in the best interest of the county although both the county and the Company are mutually benefited. Operationally it makes sense to have the parcel known as the cowboy village in possession by the Company. Therefore, completing this transaction at this time will ensure that such ownership exists when the Company most needs it.

Cash Flow Schedule:

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>Overall</u>
Internal Labor	-	-	-	-	-	-	-
Materials	-	-	-	-	-	-	-
Subcontractor	-	-	-	-	-	-	-
Miscellaneous	-	145,000.00	-	-	-	-	145,000.00
(CIAC) Reim	-	-	-	-	-	-	-
Subtotal:	\$ -	\$ 145,000.00	\$ -	\$ -	\$ -	\$ -	\$ 145,000.00
Impact Fee %							
Net Amount:	\$ -	\$ 145,000.00	\$ -	\$ -	\$ -	\$ -	\$ 145,000.00

Heber Light & Power

Project Analysis Form

Project Name: New Office Building

Project Driver: Replacement

Priority Level: Low

Purpose & Necessity:

Heber Light & Power intends on placing all of the administrative functions into one location. Thus, a new office building would be critical to accommodate such. Therefore, this project would provide funding for such a structure. In addition to an office building being established, the desire would be to have the building be a multi-use building and thus it is being coupled with a generator building, line truck garage, etc...

Risk Assessment:

Very little risk exists if this project is not approved. Efficiency is the main advantage to combining all of the administrative functions under one roof. In addition, the second use of the building is a real need as well and this project would effectively address it.

Cash Flow Schedule:

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>Overall</u>
Internal Labor	-	-	-	-	-	-	-
Materials	-	-	-	-	-	-	-
Subcontractor	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	1,000,000.00	-	1,000,000.00
(CIAC) Reim	-	-	-	-	-	-	-
Subtotal:	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000.00	\$ -	\$ 1,000,000.00
Impact Fee %							
Net Amount:	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000.00	\$ -	\$ 1,000,000.00

Heber Light & Power

Project Analysis Form

Project Name: Gas Plant 1 Light Replacement

Project Driver: Replacement

Priority Level: Low

Purpose & Necessity:

The lighting in gas plant 1 has exceeded its useful life and new lights need to be installed.

Risk Assessment:

Very little risk exists if this project is not approved. Lighting in the plant will continue to be prone to failure and of lesser quality as well as inefficient.

Cash Flow Schedule:

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>Overall</u>
Internal Labor	8,000.00	-	-	-	-	-	8,000.00
Materials	16,000.00	-	-	-	-	-	16,000.00
Subcontractor	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-
(CIAC) Reim	-	-	-	-	-	-	-
Subtotal:	\$ 24,000.00	\$ -	\$ 24,000.00				
Impact Fee %							
Net Amount:	\$ 24,000.00	\$ -	\$ 24,000.00				

Distribution System

1. Distribution Capacitors / VAR Control
2. CL401 Rebuild (Charleston Reconductor)
3. Additional Circuits out of Jailhouse to the East
4. Aged & Environmental Distribution Replacement/Upgrade
5. Underground System Improvements
6. Fault Indicator – Underground System
7. 600 South Rebuild
8. Tie from 701 up to 500 East in Heber (HB304)
9. Midway Substation Get-aways
10. South Line Rebuild, 2nd POI Line Support (RMP Partnership - Phase 2)
11. Heber Substation 2 Additional Circuits (South & West)
12. Reconductor Center Street to 1200 South
13. Reconductor Pine Canyon Road – Midway

Heber Light & Power

Project Analysis Form

Project Name: Distribution Capacitors / VAR Control

Project Driver: Reliability

Priority Level: Low

Purpose & Necessity:

This system improvement project is meant to update older capacitor banks as well as older control devices to enable the company to efficiently manage power factor issues that have arisen through the increased load placed upon the distribution system.

Risk Assessment:

By refusing to correct power factor concerns, the risk of system inefficiency is increased resulting in unwanted power losses.

Cash Flow Schedule:

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>Overall</u>
Internal Labor	-	-	-	-	-	-	-
Materials	20,000.00	20,000.00	20,000.00	20,000.00	-	-	80,000.00
Subcontractor	-	-	-	-	-	-	-
Miscellaneous (CIAC) Reim	-	-	-	-	-	-	-
Subtotal:	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	\$ 80,000.00
Impact Fee %							
Net Amount:	<u>\$ 20,000.00</u>	<u>\$ 20,000.00</u>	<u>\$ 20,000.00</u>	<u>\$ 20,000.00</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 80,000.00</u>

Heber Light & Power

Project Analysis Form

Project Name: CL 401 Rebuild (Charleston Reconductor)

Project Driver: Upgrade

Priority Level: Medium

Purpose & Necessity:

Age and capacity of CL 401 has become an issue. With the Commercial growth around the Cloyes substation as well as schools, care centers, and residential areas the need to upgrade this line has become important. Because of the existing design flaws we will be forced to put a large portion of this circuit underground.

Risk Assessment:

This is the first phase in completing an upgraded tie with the Midway substation. To comply with our N-1 goal this is a needed tie for our system.

Cash Flow Schedule:

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>Overall</u>
Internal Labor	30,000.00	56,000.00	28,000.00	-	-	-	114,000.00
Materials	90,000.00	94,000.00	72,000.00	-	-	-	256,000.00
Subcontractor	80,000.00	-	-	-	-	-	80,000.00
Miscellaneous	-	-	-	-	-	-	-
(CIAC) Reim	-	-	-	-	-	-	-
Subtotal:	\$ 200,000.00	\$ 150,000.00	\$ 100,000.00	\$ -	\$ -	\$ -	\$ 450,000.00
Impact Fee %	60%	60%	60%				
Net Amount:	\$ 80,000.00	\$ 60,000.00	\$ 40,000.00	\$ -	\$ -	\$ -	\$ 180,000.00

Heber Light & Power

Project Analysis Form

Project Name: Additional Circuits out of Jailhouse to the East

Project Driver: Growth

Priority Level: Medium

Purpose & Necessity:

The development of the South end of Heber City has necessitated additional circuits out of the Jailhouse Substation.

Risk Assessment:

Insufficient capacity to serve the numerous additional customers seeking service on the South side of Heber City.

Cash Flow Schedule:

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>Overall</u>
Internal Labor	-	84,000.00	84,000.00	-	-	-	168,000.00
Materials	-	196,000.00	196,000.00	-	-	-	392,000.00
Subcontractor	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-
(CIAC) Reim	-	-	-	-	-	-	-
Subtotal:	\$ -	\$ 280,000.00	\$ 280,000.00	\$ -	\$ -	\$ -	\$ 560,000.00
Impact Fee %		100%	100%				
Net Amount:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Heber Light & Power

Project Analysis Form

Project Name: Aged & Environmental Distribution Replacement/Upgrade

Project Driver: Reliability

Priority Level: Medium

Purpose & Necessity:

Distribution poles are subject to aging and decomposition. In addition, the equipment framing on some of the structures are of such an age in which proper safeguards were not put into to place to ensure raptor protection and safety. After having recently completed an avian study on the entire system as well as a pole density test on 50% of the system, it is imperative that replacement structures are installed in place of those identified as failing on either of the two studies.

A six year replacement plan has been developed and this represents the first four years of the plan.

Risk Assessment:

By refusing to correct the failing structures, HL&P is at risk of unintentional outages and potential hazardous conditions for both employees, customers, and wildlife.

Cash Flow Schedule:

	2016	2017	2018	2019	2020	2021	Overall
Internal Labor	20,000.00	20,000.00	20,000.00	20,000.00	-	-	80,000.00
Materials	130,000.00	130,000.00	130,000.00	130,000.00	-	-	520,000.00
Subcontractor	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-
(CIAC) Reim	-	-	-	-	-	-	-
Subtotal:	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ -	\$ -	\$ 600,000.00
Impact Fee %							
Net Amount:	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ -	\$ -	\$ 600,000.00

Heber Light & Power

Project Analysis Form

Project Name: Underground System Improvements

Project Driver: Reliability

Priority Level: Low

Purpose & Necessity:

Underground equipment becomes subject to the elements and thus begin to show signs of aging and breakdown. Thus HL&P monitors the underground equipment for aging and periodically retires worn out assets by replacing them.

Risk Assessment:

By refusing to correct the installation issues in the underground assets, HL&P is at risk of unintentional outages and potential hazardous conditions for both employees and customers.

Cash Flow Schedule:

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>Overall</u>
Internal Labor	17,000.00	17,000.00	17,000.00	17,000.00	17,000.00	-	85,000.00
Materials	33,000.00	33,000.00	33,000.00	33,000.00	33,000.00	-	165,000.00
Subcontractor	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	-	125,000.00
Miscellaneous	-	-	-	-	-	-	-
(CIAC) Reim	-	-	-	-	-	-	-
Subtotal:	\$ 75,000.00	\$ -	\$ 375,000.00				
Impact Fee %							
Net Amount:	<u>\$ 75,000.00</u>	<u>\$ -</u>	<u>\$ 375,000.00</u>				

Heber Light & Power

Project Analysis Form

Project Name: Fault Indicator - Underground System

Project Driver: Reliability

Priority Level: Low

Purpose & Necessity:

Underground equipment becomes subject to the elements and thus begin to show signs of aging and breakdown. Thus HL&P monitors the underground equipment for aging and periodically retires worn out assets by replacing them. This project would put into place an annual amount that can be added to the system to help identify where faults are occurring on the underground portions of the distribution schedule.

Risk Assessment:

By refusing to correct the installation issues in the underground assets, HL&P is at risk of unintentional outages and potential hazardous conditions for both employees and customers.

Cash Flow Schedule:

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>Overall</u>
Internal Labor	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	-	10,000.00
Materials	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	-	40,000.00
Subcontractor	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-
(CIAC) Reim	-	-	-	-	-	-	-
Subtotal:	\$ 10,000.00	\$ -	\$ 50,000.00				
Impact Fee %							
Net Amount:	<u>\$ 10,000.00</u>	<u>\$ -</u>	<u>\$ 50,000.00</u>				

Heber Light & Power

Project Analysis Form

Project Name: 600 South Rebuild

Project Driver: Upgrade

Priority Level: Medium

Purpose & Necessity:

Age and location of the 600 south line has recently become an issue. With the city updating the sidewalk systems for the schools as well as other development in the area, the need to upgrade this line has become important.

Risk Assessment:

Structures will continue to pose the risk of failure as well as be in the public's way.

Cash Flow Schedule:

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>Overall</u>
Internal Labor	15,000.00	-	-	-	-	-	15,000.00
Materials	65,000.00	-	-	-	-	-	65,000.00
Subcontractor	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-
(CIAC) Reim	-	-	-	-	-	-	-
Subtotal:	\$ 80,000.00	\$ -	\$ 80,000.00				
Impact Fee %							
Net Amount:	<u><u>\$ 80,000.00</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 80,000.00</u></u>				

Heber Light & Power

Project Analysis Form

Project Name: Tie From 702 up to 500 East in Heber (HB304)

Project Driver: Growth

Priority Level: Medium

Purpose & Necessity:

This tie will complete a necessary loop on the North end of Heber City to enhance the system reliability brought upon by the growth in that area of the system.

By completing this project in 2016, the customer intends on providing an easement to enable the building of this line.

Risk Assessment:

Without completing this tie, an outage in North Heber City could result in an extended outage due to the current strain on the system capacity. A series of careful switching maneuvers would be necessary to shed the load sufficient to bring this area back online while increasing the risk of failure in other areas of the system.

Cash Flow Schedule:

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>Overall</u>
Internal Labor	56,000.00	-	-	-	-	-	56,000.00
Materials	194,000.00	-	-	-	-	-	194,000.00
Subcontractor	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-
(CIAC) Reim	-	-	-	-	-	-	-
Subtotal:	\$ 250,000.00	\$ -	\$ 250,000.00				
Impact Fee %	100%						
Net Amount:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Heber Light & Power

Project Analysis Form

Project Name: Midway Substation - Get-aways

Project Driver: Replacement

Priority Level: Medium

Purpose & Necessity:
 Reconfigure and replace the get-aways coming out of the Midway Substation due to age, capacity and functionality.

Risk Assessment:
 This is a section of our Midway Substation that needs to be upgraded to maintain service and reliability to the area. This will also help greatly with our N-1 philosophy.

Cash Flow Schedule:

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>Overall</u>
Internal Labor	-	35,000.00	-	-	-	-	35,000.00
Materials	-	125,000.00	-	-	-	-	125,000.00
Subcontractor	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-
(CIAC) Reim	-	-	-	-	-	-	-
Subtotal:	\$ -	\$ 160,000.00	\$ -	\$ -	\$ -	\$ -	\$ 160,000.00
Impact Fee %							
Net Amount:	\$ -	\$ 160,000.00	\$ -	\$ -	\$ -	\$ -	\$ 160,000.00

Heber Light & Power

Project Analysis Form

Project Name: South Line Rebuild 2nd POI Line Support (RMP Partnership - Phase 2)

Project Driver: Reliability

Priority Level: Medium

Purpose & Necessity:

This is the 2nd phase of the 138kV transmission line project connecting the College Substation with the Midway Substation. Through a partnership with Rocky Mountain Power, Heber Light & Power will rebuild the existing South Transmission line to address system reliability in the region.

Risk Assessment:

The current conductor on the South line is inadequate to meet the growing loads being placed upon it. Heber Light & Power was planning on rebuilding this section of line to accommodate the future growth as well as improve the system reliability to an N-1 condition. Rocky Mountain Power has also recognized a serious equipment risk in the region on the transmission system. Without doing this project, the current transmission infrastructure feeding the Wasatch Valley will be saturated to a point that will not meet the current high loads during the peak periods. As early as next summer this could result in a prolonged outage until the damaged equipment can be repaired or replaced. This is one of the most critical projects in the region for both utilities.

Cash Flow Schedule:

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>Overall</u>
Internal Labor	-	-	10,000.00	45,000.00	-	-	55,000.00
Materials	-	-	50,000.00	770,000.00	-	-	820,000.00
Subcontractor	-	-	65,000.00	560,000.00	-	-	625,000.00
Miscellaneous	-	-	-	-	-	-	-
(CIAC) Reim	-	-	-	-	-	-	-
Subtotal:	\$ -	\$ -	\$ 125,000.00	\$ 1,375,000.00	\$ -	\$ -	\$ 1,500,000.00
Impact Fee %							
Net Amount:	\$ -	\$ -	\$ 125,000.00	\$ 1,375,000.00	\$ -	\$ -	\$ 1,500,000.00

Heber Light & Power

Project Analysis Form

Project Name: Heber Substation 2 Additional Circuits (South & West)

Project Driver: Growth

Priority Level: Medium

Purpose & Necessity:

The development of the South and West ends of Heber City have necessitated additional circuits out of the Heber Substation.

Risk Assessment:

Insufficient capacity to serve the numerous additional customers seeking service on the South and West sides of Heber City.

Cash Flow Schedule:

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>Overall</u>
Internal Labor	-	56,000.00	-	-	-	-	56,000.00
Materials	-	124,000.00	-	-	-	-	124,000.00
Subcontractor	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-
(CIAC) Reim	-	-	-	-	-	-	-
Subtotal:	\$ -	\$ 180,000.00	\$ -	\$ -	\$ -	\$ -	\$ 180,000.00
Impact Fee %		100%					
Net Amount:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Heber Light & Power

Project Analysis Form

Project Name: Reconductor Center Street to 1200 South

Project Driver: Upgrade

Priority Level: Medium

Purpose & Necessity:

Upgrade the existing conductor to support the additional capacity that now resides on the system as a result of growth.

Risk Assessment:

This is an older section of the system that needs to be upgraded to maintain service and reliability to the area. This will also help greatly with our N-1 philosophy.

Cash Flow Schedule:

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>Overall</u>
Internal Labor	-	-	-	56,000.00	-	-	56,000.00
Materials	-	-	-	94,000.00	-	-	94,000.00
Subcontractor	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-
(CIAC) Reim	-	-	-	-	-	-	-
Subtotal:	\$ -	\$ -	\$ -	\$ 150,000.00	\$ -	\$ -	\$ 150,000.00
Impact Fee %				60%			
Net Amount:	\$ -	\$ -	\$ -	\$ 60,000.00	\$ -	\$ -	\$ 60,000.00

Heber Light & Power

Project Analysis Form

Project Name: Reconductor Pine Canyon Road - Midway

Project Driver: Upgrade

Priority Level: Medium

Purpose & Necessity:

Upgrade the existing conductor to support the additional capacity that now resides on the system as a result of growth.

Risk Assessment:

This is an older section of the system that needs to be upgraded to maintain service and reliability to the area. This will also help greatly with our N-1 philosophy.

Cash Flow Schedule:

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>Overall</u>
Internal Labor	-	-	-	56,000.00	-	-	56,000.00
Materials	-	-	-	124,000.00	-	-	124,000.00
Subcontractor	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-
(CIAC) Reim	-	-	-	-	-	-	-
Subtotal:	\$ -	\$ -	\$ -	\$ 180,000.00	\$ -	\$ -	\$ 180,000.00
Impact Fee %				60%			
Net Amount:	\$ -	\$ -	\$ -	\$ 72,000.00	\$ -	\$ -	\$ 72,000.00

Substation

1. Replacement Recloser for Joslyn Reclosers
2. Heber Substation 2nd Transformer
3. 2nd Point of Interconnect Substation
4. Midway Substation – High Side Rebuild
5. Cloyes LTC Rebuild
6. Gas Plant 2 Switchgear Upgrade

Heber Light & Power

Project Analysis Form

Project Name: Replacement Recloser for Joslyn Reclosers

Project Driver: Replacement

Priority Level: Medium

Purpose & Necessity:

HL&P has a series of Joslyn Reclosers that have historically been less than reliable. The company has been swapping out these reclosers as they fail so as to maximize the usage of these reclosers. This program will spread the cost of replacement of these defective reclosers across multiple years.

Risk Assessment:

Without a spare recloser, a failure of one of the remaining Joslyn Reclosers will see a prolonged outage for a series of HL&P circuits.

Cash Flow Schedule:

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>Overall</u>
Internal Labor	-	-	-	-	-	-	-
Materials	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	150,000.00
Subcontractor	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-
(CIAC) Reim	-	-	-	-	-	-	-
Subtotal:	\$ 25,000.00	\$ 150,000.00					
Impact Fee %							
Net Amount:	<u><u>\$ 25,000.00</u></u>	<u><u>\$ 150,000.00</u></u>					

Heber Light & Power

Project Analysis Form

Project Name: Heber Substation 2nd Transformer

Project Driver: Growth

Priority Level: Medium

Purpose & Necessity:

Load growth has increased the number of circuits required out of the Heber Substation to both serve current needs as well as enhance system reliability with increased switching options.

Risk Assessment:

Without installing this 2nd transformer, an outage in Heber City could result in an extended outage due to the current strain on the system capacity. The installation of this transformer would enable switching maneuvers necessary to shed the load on higher strained equipment so as to enable the restoration of services while increasing the risk of failure in other areas of the system.

Cash Flow Schedule:

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>Overall</u>
Internal Labor	-	45,000.00	-	-	-	-	45,000.00
Materials	115,000.00	500,000.00	-	-	-	-	615,000.00
Subcontractor	35,000.00	40,000.00	-	-	-	-	75,000.00
Miscellaneous (CIAC) Reim	-	-	-	-	-	-	-
Subtotal:	\$ 150,000.00	\$ 585,000.00	\$ -	\$ -	\$ -	\$ -	\$ 735,000.00
Impact Fee %	100%	100%					
Net Amount:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Heber Light & Power

Project Analysis Form

Project Name: 2nd Point of Interconnect Substation(POI)

Project Driver: Reliability

Priority Level: Medium

Purpose & Necessity:

HL&P has become a 36MW utility as a result of growth in the valley. As a result, HL&P continues to invest in infrastructure to ensure reliability in meeting this ever increasing load profile. The current transmission line located in Provo Canyon is tapped out and thus a redundant feed from the North is required if HL&P intends on continuing to supply the high-level of service reliability that it has become known for.

Risk Assessment:

The system is at high-risk of being without adequate energy in the event loads exceed the localized generator capabilities if something was to happen to the transmission line in Provo canyon. Events happen periodically that push the current system to its full capacity and the failure of a critical piece of equipment could easily transform this risk into a reality.

Cash Flow Schedule:

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>Overall</u>
Internal Labor	10,000.00	10,000.00	15,000.00	35,000.00	-	-	70,000.00
Materials	-	-	300,000.00	1,850,000.00	-	-	2,150,000.00
Subcontractor	-	90,000.00	150,000.00	3,000,000.00	-	-	3,240,000.00
Miscellaneous	-	-	-	50,000.00	-	-	50,000.00
(CIAC) Reim	-	-	-	-	-	-	-
Subtotal:	\$ 10,000.00	\$ 100,000.00	\$ 465,000.00	\$ 4,935,000.00	\$ -	\$ -	\$ 5,510,000.00
Impact Fee %							
Net Amount:	<u>\$ 10,000.00</u>	<u>\$ 100,000.00</u>	<u>\$ 465,000.00</u>	<u>\$ 4,935,000.00</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5,510,000.00</u>

Heber Light & Power

Project Analysis Form

Project Name: Midway Substation - High Side Rebuild

Project Driver: Upgrade

Priority Level: Low

Purpose & Necessity:

The high side electrical equipment configuration at the Midway Substation will need to be rebuilt to allow for future development and current configuration needs.

Risk Assessment:

This substation will not be sufficiently configured to accommodate the growing impacts placed upon this substation and its equipment. By not completing this project, HL&P will be subject to constrained energy transfer insufficient for projected loads.

Cash Flow Schedule:

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>Overall</u>
Internal Labor	-	-	-	-	-	75,000.00	75,000.00
Materials	-	-	-	-	-	325,000.00	325,000.00
Subcontractor	-	-	-	-	-	100,000.00	100,000.00
Miscellaneous (CIAC) Reim	-	-	-	-	-	-	-
Subtotal:	\$ -	\$ 500,000.00	\$ 500,000.00				
Impact Fee %							
Net Amount:	\$ -	\$ 500,000.00	\$ 500,000.00				

Heber Light & Power

Project Analysis Form

Project Name: Cloyes LTC Rebuild

Project Driver: Reliability

Priority Level: Low

Purpose & Necessity:

The transformer at Cloyes Substation relies on a Load Tap Changer (LTC) to enable a variable number of turns to be selected in discrete steps. This permits the transformer to experience stepped voltage regulation of the output, thus helping the system to maintain appropriate voltages. The current LTC will require an overhaul in 2019, as a result of preventative maintenance efforts undertaken this year.

Risk Assessment:

Without rebuilding this LTC, the transformer at Cloyes Substation is subject to additional risk of failure.

Cash Flow Schedule:

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>Overall</u>
Internal Labor	-	-	-	-	15,000.00	-	15,000.00
Materials	-	-	-	-	25,000.00	-	25,000.00
Subcontractor	-	-	-	-	-	-	-
Miscellaneous (CIAC) Reim	-	-	-	-	-	-	-
Subtotal:	\$ -	\$ -	\$ -	\$ -	\$ 40,000.00	\$ -	\$ 40,000.00
Impact Fee %							
Net Amount:	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 40,000.00</u>	<u>\$ -</u>	<u>\$ 40,000.00</u>

Heber Light & Power

Project Analysis Form

Project Name: Gas Plant 2 Switchgear Upgrade

Project Driver: Upgrade

Priority Level: Low

Purpose & Necessity:

The protection equipment in gas plant 2 is outdated and inefficient. This project would rebuild it to current standards and with more efficient equipment.

Risk Assessment:

Unplanned outages and unnecessary employee exposure to high voltages as they attempt to restore service.

Cash Flow Schedule:

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>Overall</u>
Internal Labor	15,200.00	-	-	-	-	-	15,200.00
Materials	40,000.00	-	-	-	-	-	40,000.00
Subcontractor	30,000.00	-	-	-	-	-	30,000.00
Miscellaneous (CIAC) Reim	-	-	-	-	-	-	-
Subtotal:	\$ 85,200.00	\$ -	\$ 85,200.00				
Impact Fee %							
Net Amount:	\$ 85,200.00	\$ -	\$ 85,200.00				

Generation

1. Lower Snake Creek Plant Upgrade
2. Lake Creek – Seals & Lower Bearing
3. Upper Snake Creek Plant Upgrade
4. 2016 Capital Improvements – Generation
5. Unit Overhauls
6. New Generator (3-6 MW)

Heber Light & Power

Project Analysis Form

Project Name: Lower Snake Creek Plant Upgrade

Project Driver: Upgrade

Priority Level: Medium

Purpose & Necessity:

This hydro facility is in need of some repairs if HL&P is going to plan on using it for any amount of time in the future. The current penstocks are almost in a state of non-repair as a result of years of minimum maintenance efforts. Additional upgrades are also needed inside the station itself to prolong the life of this asset.

Risk Assessment:

The facility will become unusable and thus eliminate the generating capacity that it provides to our system.

Cash Flow Schedule:

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>Overall</u>
Internal Labor	2,000.00	2,000.00	5,000.00	5,000.00	5,000.00	-	19,000.00
Materials	5,000.00	5,000.00	-	-	-	-	10,000.00
Subcontractor	8,000.00	8,000.00	-	-	-	-	16,000.00
Miscellaneous	-	-	-	-	-	-	-
(CIAC) Reim	-	-	-	-	-	-	-
Subtotal:	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 45,000.00
Impact Fee %							
Net Amount:	<u>\$ 15,000.00</u>	<u>\$ 15,000.00</u>	<u>\$ 5,000.00</u>	<u>\$ 5,000.00</u>	<u>\$ 5,000.00</u>	<u>\$ -</u>	<u>\$ 45,000.00</u>

Heber Light & Power

Project Analysis Form

Project Name: Lake Creek - Seals & Lower Bearing

Project Driver: Upgrade

Priority Level: Medium

Purpose & Necessity:

The seals and lower bearing on this hydro facility will require some attention. Annual investment should be made to bring this facility into a better position to continue to operate.

Risk Assessment:

The facility will become unusable and thus eliminate the generating capacity that it provides to our system.

Cash Flow Schedule:

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>Overall</u>
Internal Labor	2,000.00	1,000.00	1,000.00	1,000.00	-	-	5,000.00
Materials	8,000.00	4,000.00	4,000.00	4,000.00	-	-	20,000.00
Subcontractor	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-
(CIAC) Reim	-	-	-	-	-	-	-
Subtotal:	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ 25,000.00
Impact Fee %							
Net Amount:	<u>\$ 10,000.00</u>	<u>\$ 5,000.00</u>	<u>\$ 5,000.00</u>	<u>\$ 5,000.00</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 25,000.00</u>

Heber Light & Power

Project Analysis Form

Project Name: Upper Snake Creek Plant Upgrade

Project Driver: Upgrade

Priority Level: Medium

Purpose & Necessity:

This hydro facility is in need of some repairs if HL&P is going to plan on using it for any amount of time in the future. The current head gates on the penstocks at the point of entry are flaking apart and screening is temporarily being used to stop wood particles from entering the turbine and wicker gates. In addition, the cavitation on the turbine has caused some pitting and material loss on a few turbine runners.

Risk Assessment:

The facility will become unusable and thus eliminate the generating capacity that it provides to our system.

Cash Flow Schedule:

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>Overall</u>
Internal Labor	4,000.00	5,000.00	5,000.00	5,000.00	-	-	19,000.00
Materials	1,000.00	25,000.00	-	-	-	-	26,000.00
Subcontractor	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-
(CIAC) Reim	-	-	-	-	-	-	-
Subtotal:	\$ 5,000.00	\$ 30,000.00	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ 45,000.00
Impact Fee %							
Net Amount:	\$ 5,000.00	\$ 30,000.00	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ 45,000.00

Heber Light & Power

Project Analysis Form

Project Name: Capital Improvements - Generation

Project Driver: Reliability

Priority Level: Medium

Purpose & Necessity:

The following collective list of minor capital improvement projects are capital in nature and provide for the advancement of HL&P generation capabilities:

2016 Known Upgrades

- Throttle...(2) at \$15,000/each...\$30,000
- Radiator Fan Motors...(7) at \$2,500/each...\$17,500
- Compressor Bypass Valve...(2) at \$5,000/each...\$10,000

Risk Assessment:

Equipment will wear down to a point of non-function thus requiring additional expense to restore them to functionality again. An additional risk is that of an untimely outage of either of these two units. By scheduling the overhaul, control of the outage/loss of production can be managed.

Cash Flow Schedule:

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>Overall</u>
Internal Labor	8,000.00	11,500.00	10,000.00	10,000.00	10,000.00	10,000.00	59,500.00
Materials	108,000.00	46,000.00	40,000.00	40,000.00	40,000.00	40,000.00	314,000.00
Subcontractor	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-
(CIAC) Reim	-	-	-	-	-	-	-
Subtotal:	\$ 116,000.00	\$ 57,500.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 373,500.00
Impact Fee %							
Net Amount:	<u>\$ 116,000.00</u>	<u>\$ 57,500.00</u>	<u>\$ 50,000.00</u>	<u>\$ 50,000.00</u>	<u>\$ 50,000.00</u>	<u>\$ 50,000.00</u>	<u>\$ 373,500.00</u>

Heber Light & Power

Project Analysis Form

Project Name: Unit Overhauls

Project Driver: Reliability

Priority Level: Medium

Purpose & Necessity:

2016 - Units 7 & 8 are approaching the usage hours that will qualify them for the overhaul of the top-end of the engine. This is a standard preventative maintenance interval that will extend the useful life of the units.

2017 - Unit 5 top-end overhaul (This unit typically is operated for scheduling reserve and may be delayed until 2019)

2018 - Units 4 & 6 top-end overhaul (Unit 6 is much like Unit 5 in its use and required overhaul timing)

2019 - Units 1 & 2 top-end overhauls

Risk Assessment:

Equipment will wear down to a point of non-function thus requiring additional expense to restore them to functionality again. An additional risk is that of an untimely outage of either of these two units. By scheduling the overhaul, control of the outage/loss of production can be managed.

Cash Flow Schedule:

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>Overall</u>
Internal Labor	60,000.00	-	60,000.00	90,000.00	-	-	210,000.00
Materials	100,000.00	-	100,000.00	150,000.00	-	-	350,000.00
Subcontractor	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-
(CIAC) Reim	-	-	-	-	-	-	-
Subtotal:	\$ 160,000.00	\$ -	\$ 160,000.00	\$ 240,000.00	\$ -	\$ -	\$ 560,000.00
Impact Fee %							
Net Amount:	<u>\$ 160,000.00</u>	<u>\$ -</u>	<u>\$ 160,000.00</u>	<u>\$ 240,000.00</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 560,000.00</u>

Heber Light & Power

Project Analysis Form

Project Name: New Generator (3-6 MW)

Project Driver: Growth

Priority Level: Medium

Purpose & Necessity:

The current generation portfolio will be heavily strained by 2019 without the procurement of another generating source of between 3 and 6 MW. Load growth is projected to be within this range of additional required energy. Heber Light & Power could purchase a new generator individually or participate with UAMPS on another generator project. The determination will be made as the deadline draws closer in accordance with the best interest of the company.

Risk Assessment:

Heber Light & Power is regularly attempting to diversify the generation portfolio. Without the acquisition of additional resources, the Company will be forced to purchase more energy from the market at the prevailing rates which may not favor the Company.

Cash Flow Schedule:

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>Overall</u>
Internal Labor	-	-	-	-	-	-	-
Materials	-	-	-	-	9,000,000.00	-	9,000,000.00
Subcontractor	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-
(CIAC) Reim	-	-	-	-	-	-	-
Subtotal:	\$ -	\$ -	\$ -	\$ -	\$ 9,000,000.00	\$ -	\$ 9,000,000.00
Impact Fee %							
Net Amount:	\$ -	\$ -	\$ -	\$ -	\$ 9,000,000.00	\$ -	\$ 9,000,000.00

Metering

1. 2016 Capital Improvements – Metering

Heber Light & Power

Project Analysis Form

Project Name: 2016 Capital Improvements - Metering

Project Driver: Growth

Priority Level: Medium

Purpose & Necessity:

The following collective list of minor capital assets are various metering components that will be purchased over 2015 for installation:

- 450-Generation 4 CL 200 Meters...\$111,123
- CL320 Single Phase Meters...\$7,350
- 3S Meters...\$1,200
- 12S Meters...\$1,350
- 16S Meters...\$4,080
- 9S Meters...\$4,288
- Test Switches...\$4,288
- Meter Bases...\$1,356
- Current Transformers...\$3,000
- Meter Wire...\$600

Risk Assessment:

New meters are typically required to meet the new connections demand. The only risk that is involved in the purchase of these metering components is the cash flow risk as these items are purchased and stored in advance of the collection of the impact fee from the customer.

Cash Flow Schedule:

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>Overall</u>
Internal Labor	-						-
Materials	138,635.00						138,635.00
Subcontractor							
Miscellaneous							
(CIAC) Reim	(138,635.00)						(138,635.00)
Subtotal:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Impact Fee %							
Net Amount:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Systems & Technology

1. 2016 Capital Improvements – System & Technology

Heber Light & Power

Project Analysis Form

Project Name: 2016 Capital Improvements - Systems & Technology

Project Driver: Reliability

Priority Level: Medium

Purpose & Necessity:

The following collective list of minor capital assets are various technology components that will be purchased over 2015 for installation:

- Cisco Firewalls and Licensing for Office and Dispatch...\$8,500
- Computer Replacement Program...\$12,000
- Switch & Rack for Line Shop...\$5,000
- Verizon Wireless Server Data Card...\$2,000
- Offsite Back-up Hardware/Software Install...\$11,000
- Equipment Peripherals...\$8,000
- Accounting Software...\$65,000
- ESRI Conversion...\$25,000
- Fiber into Jailhouse...\$14,000

Risk Assessment:

These assets help HL&P to safely manage and maintain the system and each component carries its own risk if failure to secure said item happens.

Cash Flow Schedule:

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>Overall</u>
Internal Labor	6,000.00		-	-	-	-	6,000.00
Materials	144,500.00	40,000.00	150,000.00	50,000.00	50,000.00	-	434,500.00
Subcontractor	-	-	-	-	-	-	-
Miscellaneous (CIAC) Reim	-	-	-	50,000.00	-	-	50,000.00
Subtotal:	\$ 150,500.00	\$ 40,000.00	\$ 150,000.00	\$ 100,000.00	\$ 50,000.00	\$ -	\$ 490,500.00
Impact Fee %							
Net Amount:	<u>\$ 150,500.00</u>	<u>\$ 40,000.00</u>	<u>\$ 150,000.00</u>	<u>\$ 100,000.00</u>	<u>\$ 50,000.00</u>	<u>\$ -</u>	<u>\$ 490,500.00</u>

Tools & Equipment

1. 2016 Capital Improvements – Tools

Heber Light & Power

Project Analysis Form

Project Name: 2016 Capital Improvements - Tools

Project Driver: Reliability

Priority Level: Medium

Purpose & Necessity:

The following collective list of tools are planned to be purchased over 2016:

- Distribution
 - Locator...\$5,000
 - Phase Identifier...\$10,000
 - Miscellaneous Hand Tools...\$6,800
- Generation
 - Man Lift...\$8,500
 - Hydraulic Torque Wrench...\$10,000
 - Tool Storage...\$5,000
 - Miscellaneous Tools...\$2,500
- TI...\$1,500 (Miscellaneous Hand Tools)
- Meter
 - Truck Inverter for Meter Testing...\$800
 - Sensus Meter Programmer...\$3,200
 - Various Tester Accessories/Tools (Test Pushbutton, CT Boost Cable, Test Probe)...\$1,800
- Substation...\$4,500 Various Tools (Drills, Sawzalls, Porta-Band, Hammer Drill)

Risk Assessment:

These tools are required in order to keep the various crews working efficiently and safely.

Cash Flow Schedule:

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>Overall</u>
Internal Labor	-	-	-	-	-	-	-
Materials	59,600.00	45,000.00	110,000.00	45,000.00	45,000.00	-	304,600.00
Subcontractor	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-
(CIAC) Reim	-	-	-	-	-	-	-
Subtotal:	\$ 59,600.00	\$ 45,000.00	\$ 110,000.00	\$ 45,000.00	\$ 45,000.00	\$ -	\$ 304,600.00
Impact Fee %							
Net Amount:	<u>\$ 59,600.00</u>	<u>\$ 45,000.00</u>	<u>\$ 110,000.00</u>	<u>\$ 45,000.00</u>	<u>\$ 45,000.00</u>	<u>\$ -</u>	<u>\$ 304,600.00</u>

Trucks / Vehicles

1. 2016 Capital improvements – Vehicles

Heber Light & Power

Project Analysis Form

Project Name: 2016 Capital Improvements - Vehicles

Project Driver: Replacement

Priority Level: Medium

Purpose & Necessity:

The following vehicles is planned to be purchased in 2016:

- 3/4-ton Extended Cab Trucks...\$50,000 (replacement issue)

Risk Assessment:

These vehicles are deemed necessary to adequately service the territory. As noted, most of these are meant to replace existing vehicles that are getting enough miles that the reliability of said vehicles is now being called into question. A few others are presented in the event the Board decides to eliminate the vehicle allowance given to the exempt management staff.

Cash Flow Schedule:

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>Overall</u>
Internal Labor	-	-	-	-	-	-	-
Materials	-	-	-	-	-	-	-
Subcontractor	-	-	-	-	-	-	-
Miscellaneous	50,000.00	200,000.00	50,000.00	200,000.00	50,000.00	-	550,000.00
(CIAC) Reim	-	-	-	-	-	-	-
Subtotal:	\$ 50,000.00	\$ 200,000.00	\$ 50,000.00	\$ 200,000.00	\$ 50,000.00	\$ -	\$ 550,000.00
Impact Fee %							
Net Amount:	<u>\$50,000.00</u>	<u>\$ 200,000.00</u>	<u>\$ 50,000.00</u>	<u>\$ 200,000.00</u>	<u>\$ 50,000.00</u>	<u>\$ -</u>	<u>\$ 550,000.00</u>

Effective 5/12/2015

11-13-403. Annual compensation -- Per diem compensation -- Participation in group insurance plan -- Reimbursement of expenses.

- (1) (a) A member of a governing authority may receive compensation for service on the governing authority, as determined by the governing authority.
 - (b) The governing authority determining the amount of compensation under this Subsection (1) shall:
 - (i) establish the compensation amount as part of the interlocal entity's or joint or cooperative undertaking's annual budget adoption;
 - (ii) specifically identify the annual compensation of each governing authority member in the tentative budget; and
 - (iii) approve the annual compensation at the public meeting at which the budget is adopted.
 - (c) (i) If authorized by the interlocal agreement and as determined by the governing authority, a member of the governing authority may participate in a group insurance plan provided to employees of the interlocal entity on the same basis as employees of the interlocal entity.
 - (ii) The amount that the interlocal entity pays to provide a governing authority member with coverage under a group insurance plan shall be included as part of the member's compensation for purposes of Subsection (1)(b).
 - (d) The amount that an interlocal entity pays for employer contributions for Medicare and Social Security, if a member of the governing authority is treated as an employee for federal tax purposes, does not constitute compensation under Subsection (1)(a) or (b).
 - (e) A governing authority member who is appointed by a public agency may not receive compensation for governing authority service unless the public agency annually approves the governing authority member's receipt of the compensation after an analysis of the duties and responsibilities of service on the governing authority.
- (2) In addition to the compensation provided under Subsection (1), the governing authority may elect to allow a member to receive per diem and travel expenses for up to 12 meetings or activities per year in accordance with:
 - (a) Section 63A-3-106;
 - (b) Section 63A-3-107; or
 - (c) a rule adopted by the Division of Finance pursuant to Sections 63A-3-106 and 63A-3-107.

TAB 6

ORDINANCE NO. 2016-1

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 18.42.100 I. *Residential Transition*, of the Heber City Municipal Code is **amended** to read as follows:

~~Section 18.42.100 I. Residential Transition.~~

~~A. 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.~~

Section 18.42.100 I. Residential Transition Area.

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, and/or provide a building or other screening structure as determined by the Planning Commission;
 - (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 _____, 2016.

ADOPTED and PASSED by the City Council of Heber City, Utah this _____ day of _____, 2016, by the following vote:

AYE NAY

Council Member Jeffery M. Bradshaw

Council Member Heidi Franco _____

Council Member Kelleen L. Potter _____

Council Member Jeffrey Smith _____

Council Member Ronald R. Crittenden _____

APPROVED:

Mayor Alan McDonald

ATTEST:

_____ Date: _____
RECORDER

Date of First Recording: _____

Tab 7

ORDINANCE NO. 2016-2

AN ORDINANCE VACATING LOT 2 OF THE VALLEY STATION SUBDIVISION AND LOT 2 OF THE LIBERTY STATION SUBDIVISION.

BE IT ORDAINED by the City Council of Heber City, Utah, that pursuant to Utah State Code, Section 10-9a-609 (3), Lot 2 of the Valley Station Subdivision and Lot 2 of the Liberty Station Subdivision as described herein and illustrated in Exhibit A are hereby vacated.

Legal Description: Lot 2 Valley Station Subdivision
Tax ID Number: OVS-0002-0-006-045

Legal Description: Lot 2 Liberty Station Subdivision
Tax ID Number: OLB-0002-0-006-045

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

ADOPTED and PASSED by the City Council of Heber City, Utah this _____ day of _____, 2016, by the following vote:

	AYE	NAY
Council Member Jeffery M. Bradshaw	_____	_____
Council Member Heidi Franco	_____	_____
Council Member Kelleen L. Potter	_____	_____
Council Member Jeffrey Smith	_____	_____
Council Member Ronald R. Crittenden	_____	_____

APPROVED:

Mayor Alan McDonald

ATTEST:

Date: _____

RECORDER

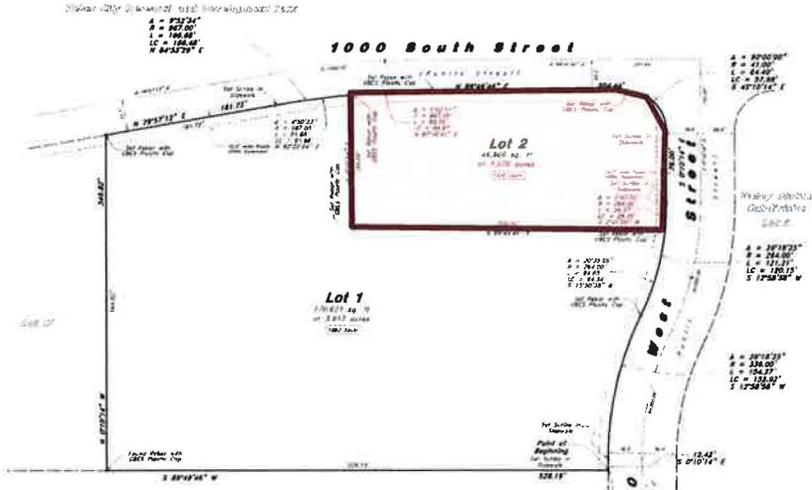
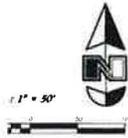
Date of First Recording: _____

EXHIBIT A

Liberty Station

Subdivision

Being a part of the Southeast Quarter of Section 6,
Township 4 South, Range 5 East, Salt Lake Base and Meridian, U.S. Survey
Heber City, Wasatch County, Utah
June 2011



Valley Station

Subdivision

Being a part of the Southwest Quarter of Section 5, the Southeast Quarter of
Section 6, and the Northeast Quarter of Section 7,
Township 4 South, Range 5 East, Salt Lake Base and Meridian, U.S. Survey
Heber City, Wasatch County, Utah
July 2008



Tab 8

Heber City Council
Meeting date: January 7, 2015
Report by: Anthony L. Kohler

Re: District at Valley Station Subdivision Plat A and B at 1000 South 300 West

The petitioner has submitted a request for subdivision of the two existing lots located on the southwest corner of 300 West and 1000 South and the northeast corner of 300 West and 1000 South. The request splits the two parcels into 18 residential pads and 2 commercial pads on each corner. The building pads are surrounded by common areas such as setbacks, parking, and open space.

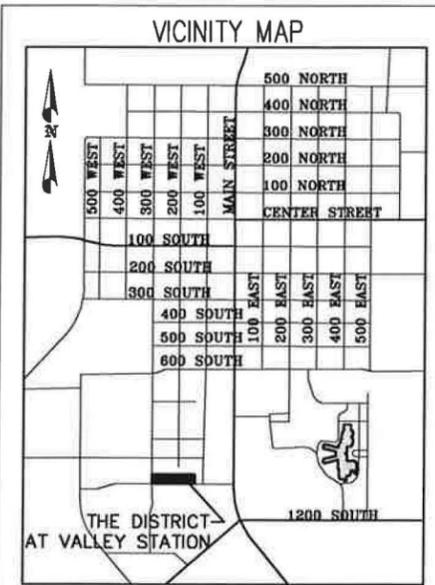
The subdivision plats propose a five foot public utility easement around all property lines; the buildings as proposed may encroach on the rear yard public utility easement. The proposed subdivision will include a Home Owners' Association for the maintenance of common areas.

The properties are located within the Mixed Use Residential Commercial Zone (MURCZ), which permits residential densities of 20 units per acre. The northwest corner is located within the residential transition area, which limits building height to 35 feet. The Planning Commission recently recommended an amendment to the MURCZ regarding the residential transition area, and the City Council has asked the Planning Commission to revisit the amendment as it pertains to the proposed development. The MURCZ requires 30% open space as part of the residential development, and the development includes a privately owned park that is open to the public as part of the development.

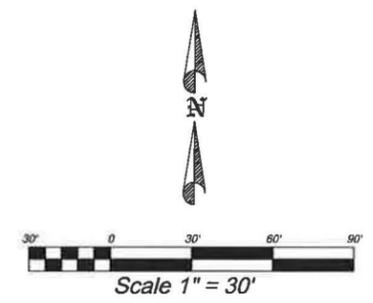
The proposed development has 3 apartments on each building pad and 4 residential units atop each commercial pad. The eastern half of the development has 13 lots, for a total of 40 apartments and 1,600 square feet of commercial area. The western half of the development has 7 lots, for a total of 22 residential units and 1,600 square feet of commercial area. The code requires 5 spaces per 1,000 square feet of commercial area and 2 off street parking stalls per residential unit, for a total of 140 parking stalls required, with 143 parking stalls provided.

RECOMMENDATION

On December 10, 2015 the Planning Commission recommended approval of the proposed subdivision as consistent with Chapter 18.42 MURCZ and Title 17 Subdivisions, conditional upon a development agreement as attached.



LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHD DIR
C1	31.45	31.00	58°07'55"	30.12	N81°06'16"W
C2	31.22	2533.00	00°42'22"	31.22	N89°49'03"W

LINE TABLE		
LINE	LENGTH	BEARING
L1	12.74'	N56°21'24"E
L2	26.33'	S89°57'13"E
L3	19.81'	S00°02'47"W
L4	8.17'	N00°02'47"E
L5	9.33'	N89°57'13"W
L6	4.80'	S00°02'47"W
L7	16.33'	N89°57'13"W
L8	14.14'	S44°57'13"E
L9	12.17'	N34°41'24"W
L10	75.68'	N81°04'59"W

LEGEND

- COMMERCIAL LOT (0.06 AC)
- RESIDENTIAL LOTS (0.37 AC)
- LIMITED COMMON AREA (0.14 AC)
- COMMON AREA (1.42 AC)
- SEWER EASEMENT

ADDRESSING TO BE COMPLETED BY WASATCH COUNTY GIS DEPARTMENT

ADDRESS TABLE	
BUILDING	ADDRESS
1	2XX WEST 1000 SOUTH
2	2XX WEST 1000 SOUTH
3	2XX WEST 1000 SOUTH
4	2XX WEST 1000 SOUTH
5	2XX WEST 1000 SOUTH
6	2XX WEST 1000 SOUTH
7	2XX WEST 1000 SOUTH
8	2XX WEST 1000 SOUTH
9	2XX WEST 1000 SOUTH
10	2XX WEST 1000 SOUTH
11	2XX WEST 1000 SOUTH
12	2XX WEST 1000 SOUTH
13	2XX WEST 1000 SOUTH

SURVEYOR'S CERTIFICATE

IN ACCORDANCE WITH SECTION 10-9-603 OF THE UTAH CODE, I, DENNIS P. CARLISLE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NUMBER 172675 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT.

I FURTHER CERTIFY THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THE PLAT IN ACCORDANCE WITH SECTION 17-23-17 OF THE UTAH CODE, AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT.

DATE _____ SURVEYOR (SEE SEAL BELOW)

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS VALLEY STATION SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE WASATCH COUNTY RECORDER (N0°06'02"W ALONG THE SECTION LINE BETWEEN THE EAST 1/4 CORNER AND THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN).

BOUNDARY DESCRIPTION

ALL OF LOT 2 VALLEY STATION SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE WASATCH COUNTY RECORDER.

CONTAINING 1.992 ACRES

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT, THE UNDERSIGNED OWNER(S) OF THE PROPERTY DESCRIBED HEREON, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, PUBLIC STREETS, AND EASEMENTS, AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE DECLARATION HEREBY DEDICATE THOSE AREAS LABELED AS PUBLIC STREETS AND EASEMENTS FOR THE CONSTRUCTION AND MAINTENANCE OF PUBLIC UTILITIES AND EMERGENCY VEHICLE ACCESS.

DATED THIS _____ DAY OF _____, A.D. 20____

BY: _____

ACKNOWLEDGMENT

STATE OF _____ } S.S.
 COUNTY OF _____ }
 ON THE _____ DAY OF _____, A.D. 20____ PERSONALLY APPEARED BEFORE ME, _____ WHO DULY ACKNOWLEDGED TO ME THAT HE/SHE DID EXECUTE THE SAME IN THE CAPACITY INDICATED.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

ACCEPTANCE BY HEBER CITY

THE CITY COUNCIL OF HEBER CITY, WASATCH COUNTY, STATE OF UTAH, HEREBY APPROVES THIS SUBDIVISION AND ACCEPTS THE DEDICATION OF EASEMENTS AND PUBLIC RIGHTS-OF-WAY HEREON SHOWN.

THIS _____ DAY OF _____, A.D. 20____

APPROVED _____ ATTEST _____
 MAYOR CLERK-RECORDER
 (SEE SEAL BELOW)

APPROVED _____ ATTEST _____
 CITY ATTORNEY CITY ENGINEER
 (SEE SEAL BELOW)

PLANNING COMMISSION APPROVAL

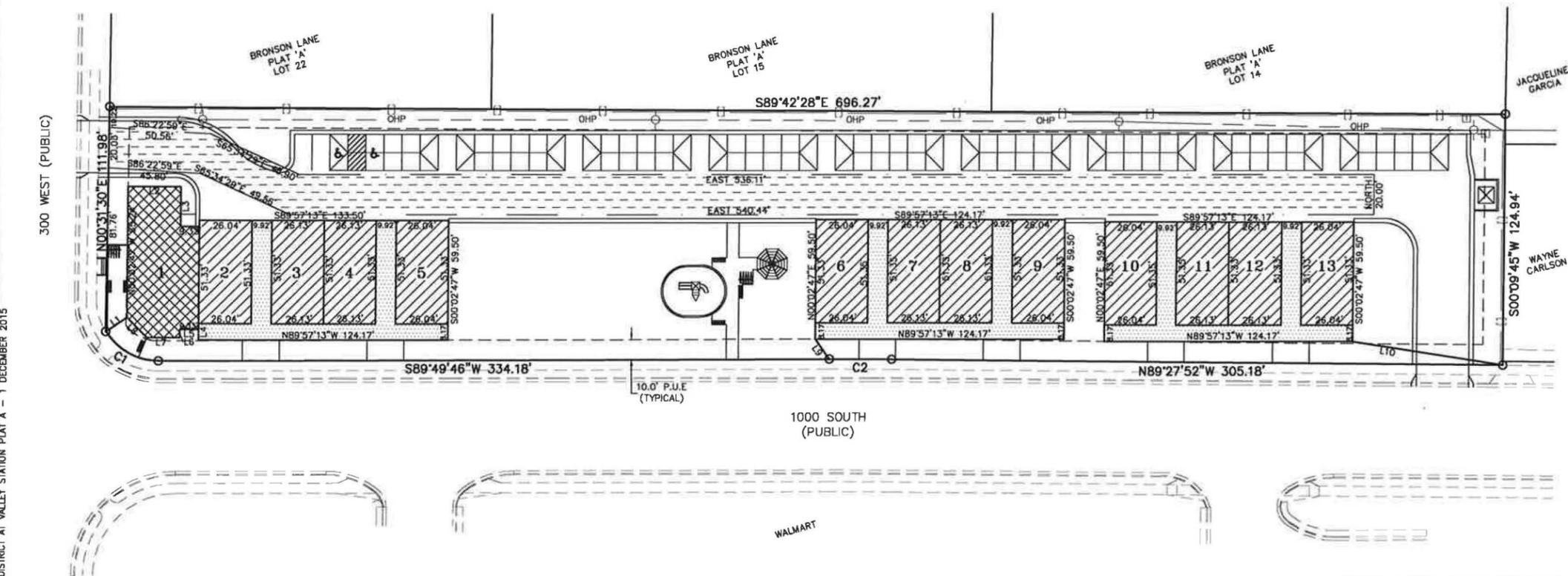
APPROVED THIS _____ DAY OF _____, A.D. 20____ BY THE
 HEBER CITY PLANNING COMMISSION

PLANNING DIRECTOR CHAIRMAN, PLANNING COMMISSION

THE DISTRICT AT VALLEY STATION PLAT A

SUBDIVISION IN, HEBER CITY, WASATCH COUNTY, STATE OF UTAH
 SCALE: 1" = 30 FEET

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY ENGINEER SEAL	CLERK-RECORDER SEAL



THE DISTRICT AT VALLEY STATION PLAT A - 1 DECEMBER 2015

SURVEYOR
 DENNIS P. CARLISLE
 502 WEST 8380 SOUTH
 SANDY, UTAH 84070
 PHONE: (801) 352-0075

DATE OF SURVEY: OCT 2015

- CC&R NOTE:**
- LOT OWNERS ARE SUBJECT TO THE COVENANTS, CONDITIONS & RESTRICTIONS OF THE DISTRICT AT VALLEY STATION HOME OWNERS ASSOCIATION.
- UTILITY NOTES:**
- ALL PRIVATE STREETS, PARKING AREAS AND COMMON AREA ARE DEDICATED AS PUBLIC UTILITY EASEMENTS.
 - HEBER CITY HAS THE RIGHT OF ACCESS THROUGH THESE EASEMENTS TO ACCESS, MAINTAIN, AND REPAIR CITY PUBLIC UTILITIES. NO CHANGES TO TOPOGRAPHY, STRUCTURES, ABOVE OR BELOW GROUND ARE ALLOWED IN EASEMENTS WITHIN 10 FEET OF PUBLIC UTILITIES WITHOUT WRITTEN PERMISSION FROM HEBER CITY ENGINEER. ANY OBSTACLES ERRECTED WITHIN THESE EASEMENTS WITHOUT WRITTEN PERMISSION WILL BE REMOVED AT THE CURRENT PROPERTY OWNERS EXPENSE.
 - ALL STORM DRAIN UTILITIES AND THEIR MAINTENANCE WITHIN PRIVATE PROPERTY SHALL BE THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION.
 - ALL SEWER LATERAL AND THEIR MAINTENANCE TO THE PUBLIC SEWER MAIN SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.

COUNTY RECORDER

APPROVED AS TO FORM ON THIS _____ DAY OF _____, 20____

ROS # _____

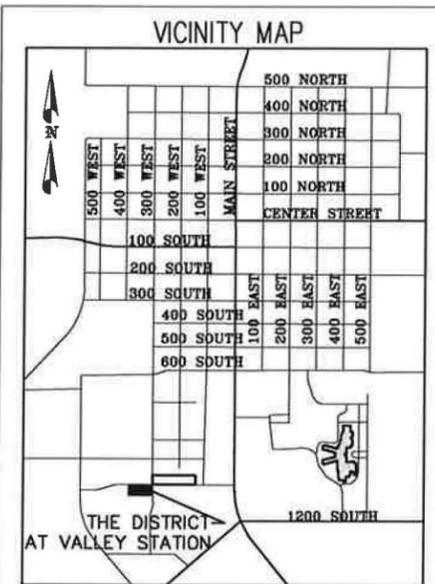
COUNTY SURVEYOR

COUNTY SURVEYOR

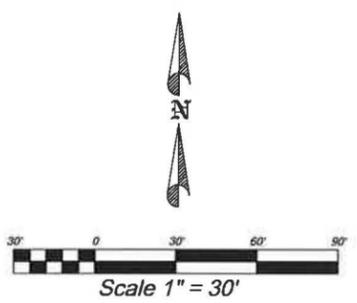
APPROVED AS TO FORM ON THIS _____ DAY OF _____, 20____

ROS # _____

COUNTY SURVEYOR



LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHD DIR
C1	31.45	31.00	S89°47'59"	30.12	N61°06'16"W
C2	31.22	2533.00	00°42'22"	31.22	N89°49'03"W
C3	31.22	2533.00	00°42'22"	31.22	N89°49'03"W

LINE TABLE		
LINE	LENGTH	BEARING
L1	12.93'	S38°54'47"W
L2	11.89'	S32°32'37"W
L3	8.17'	N00°10'14"W
L4	9.33'	S89°57'13"W
L5	3.20'	N00°02'47"E
L6	7.75'	S89°57'13"E
L7	26.31'	S44°52'33"E
L8	26.33'	N89°57'13"W
L9	34.62'	N00°02'47"E
L10	9.14'	N89°57'13"W
L11	3.08'	N00°10'14"W
L12	5.08'	N00°10'14"W

LEGEND

- COMMERCIAL LOT (0.06 AC)
- RESIDENTIAL LOTS (0.18 AC)
- LIMITED COMMON AREA (0.07 AC)
- COMMON AREA (0.77 AC)
- SEWER EASEMENT

ADDRESSING TO BE COMPLETED BY WASATCH COUNTY GIS DEPARTMENT

ADDRESS TABLE	
BUILDING	ADDRESS
1	3XX WEST 1000 SOUTH
2	3XX WEST 1000 SOUTH
3	3XX WEST 1000 SOUTH
4	3XX WEST 1000 SOUTH
5	3XX WEST 1000 SOUTH
6	3XX WEST 1000 SOUTH
7	3XX WEST 1000 SOUTH

SURVEYOR'S CERTIFICATE

IN ACCORDANCE WITH SECTION 10-9a-603 OF THE UTAH CODE, I, DENNIS P. CARLISLE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NUMBER 172675 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THE PLAT IN ACCORDANCE WITH SECTION 17-23-17 OF THE UTAH CODE, AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT.

DATE _____ SURVEYOR (SEE SEAL BELOW)

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS VALLEY STATION SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE WASATCH COUNTY RECORDER (N0°06'02"W ALONG THE SECTION LINE BETWEEN THE EAST 1/4 CORNER AND THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN).

BOUNDARY DESCRIPTION

ALL OF LOT 2 LIBERTY STATION SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE WASATCH COUNTY RECORDER.
CONTAINING 1.076 ACRES

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT, THE UNDERSIGNED OWNER(S) OF THE PROPERTY DESCRIBED HEREON, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, COMMON AREA, AND EASEMENTS, AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE DECLARATION HEREBY DEDICATE THOSE AREAS LABELED AS PUBLIC STREETS AND EASEMENTS FOR THE CONSTRUCTION AND MAINTENANCE OF PUBLIC UTILITIES AND EMERGENCY VEHICLE ACCESS.

DATED THIS _____ DAY OF _____, A.D. 20____

BY: _____

ACKNOWLEDGMENT

STATE OF _____ } S.S.
COUNTY OF _____ }
ON THE _____ DAY OF _____, A.D. 20____ PERSONALLY APPEARED BEFORE ME, _____ WHO DULY ACKNOWLEDGED TO ME THAT HE/SHE DID EXECUTE THE SAME IN THE CAPACITY INDICATED.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

ACCEPTANCE BY HEBER CITY

THE CITY COUNCIL OF HEBER CITY, WASATCH COUNTY, STATE OF UTAH, HEREBY APPROVES THIS SUBDIVISION AND ACCEPTS THE DEDICATION OF EASEMENTS AND PUBLIC RIGHTS-OF-WAY HEREON SHOWN.

THIS _____ DAY OF _____, A.D. 20____

APPROVED _____ ATTEST _____
MAYOR CLERK-RECORDER
(SEE SEAL BELOW)

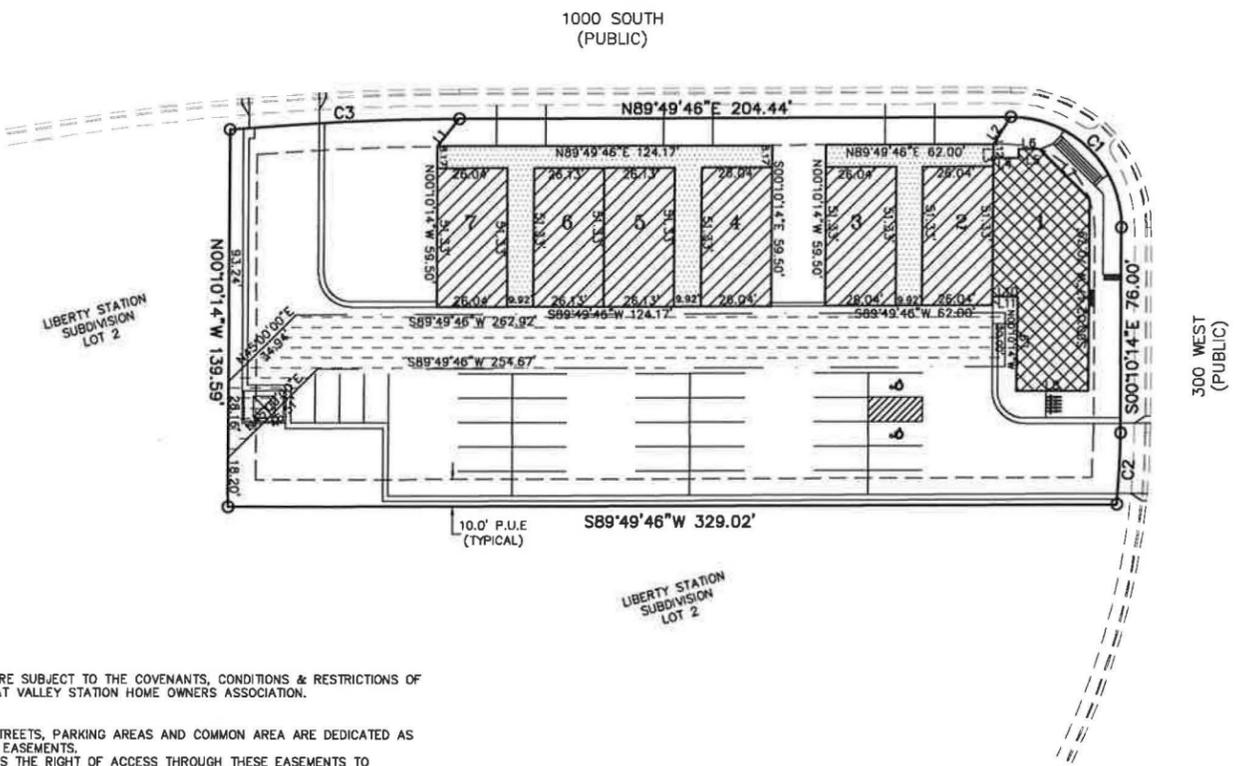
APPROVED _____ ATTEST _____
CITY ATTORNEY CITY ENGINEER
(SEE SEAL BELOW)

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, A.D. 20____ BY THE
HEBER CITY PLANNING COMMISSION

PLANNING DIRECTOR CHAIRMAN, PLANNING COMMISSION

THE DISTRICT AT VALLEY STATION PLAT B - 1 DECEMBER 2015



- CC&R NOTE:**
- LOT OWNERS ARE SUBJECT TO THE COVENANTS, CONDITIONS & RESTRICTIONS OF THE DISTRICT AT VALLEY STATION HOME OWNERS ASSOCIATION.
- UTILITY NOTES:**
- ALL PRIVATE STREETS, PARKING AREAS AND COMMON AREA ARE DEDICATED AS PUBLIC UTILITY EASEMENTS.
 - HEBER CITY HAS THE RIGHT OF ACCESS THROUGH THESE EASEMENTS TO ACCESS, MAINTAIN, AND REPAIR CITY PUBLIC UTILITIES. NO CHANGES TO TOPOGRAPHY, STRUCTURES, ABOVE OR BELOW GROUND ARE ALLOWED IN EASEMENTS WITHIN 10 FEET OF PUBLIC UTILITIES WITHOUT WRITTEN PERMISSION FROM HEBER CITY ENGINEER. ANY OBSTACLES ERRECTED WITHIN THESE EASEMENTS WITHOUT WRITTEN PERMISSION WILL BE REMOVED AT THE CURRENT PROPERTY OWNERS EXPENSE.
 - ALL STORM DRAIN UTILITIES AND THEIR MAINTENANCE WITHIN PRIVATE PROPERTY SHALL BE THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION.
 - ALL SEWER LATERAL AND THEIR MAINTENANCE TO THE PUBLIC SEWER MAIN SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.

SURVEYOR
DENNIS P. CARLISLE
502 WEST 8360 SOUTH
SANDY, UTAH 84070
PHONE: (801) 352-0075

DATE OF SURVEY: OCT 2015

COUNTY RECORDER

COUNTY SURVEYOR

APPROVED AS TO FORM ON THIS _____ DAY OF _____, 20____

ROS # _____

COUNTY SURVEYOR

THE DISTRICT AT VALLEY STATION PLAT B

SUBDIVISION IN _____ HEBER CITY, WASATCH COUNTY, STATE OF UTAH
SCALE: 1" = 30 FEET

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY ENGINEER SEAL	CLERK-RECORDER SEAL

SUBDIVISION AGREEMENT
AND
COVENANT RUNNING WITH THE LAND
(District at Valley Station Plat A and Plat B)

THIS AGREEMENT is entered into this _____ day of _____, 2016, by and between Heber City (the "City") and Vollkommen Construction LLC (the "Developer").

WHEREAS, the Developer has proposed a plat for a 20 unit subdivision with 60 multi-family residential units and approximately 3000 square feet of commercial floor area, in the District at Valley Station Plat A and Plat B in the Mixed Use Residential Commercial Zone (MURCZ Zone) in Heber City;

NOW, THEREFORE, the Parties hereby agree as follows:

1. Development Standards. Property shall be developed as per the following.

- a. Final grades of stairs and entryways into the buildings shall be established so significant modification to public sidewalks will not be necessary to meet building code requirements, ADA and required landing areas.
- b. All building façades shall be constructed with a combination of stucco, hardy board, brick and/or stone. The use of vinyl, aluminum, and steel siding along any public street facing building façade is prohibited.
- c. Developer shall construct carports or other approved structure near the northern property line for screening of the single family detached residential properties to the north on Bronson Circle.
- ~~e.d.~~ The setback area north of the carports shall be planted with plants and ground cover that are designed and landscaped with rock and cobble to discourage the use of that setback area.
- ~~d.e.~~ Lighting shall be designed to not shine on adjoining single family residential properties.
- ~~e.f.~~ Landscaping shall be planted within the same season of receiving an occupancy permit and be installed as proposed on the improvement drawings.
- ~~f.g.~~ Electrical and gas meters and air conditioner units shall be placed in the rear or side of the buildings, not in the front.
- ~~g.h.~~ All common areas shall be landscaped by developer and improved as shown in the approved Final Documents, such as ground cover, irrigation equipment, grading, top soil, and trees and shrubs, bicycle racks, benches, a new street light on the northeast corner of the intersection, and a barbeque grill in the park.

2. Home Owner's Association. Developer shall record with the Subdivision plat the appropriate documents to create and maintain a homeowners' association capable of collecting dues to maintain the common areas within the subdivision and enforce restrictive covenants. The buildings, landscaping, and common areas will be maintained in a neat, tidy fashion free from weeds, garbage, junk, graffiti, inoperable cars, and recreational vehicles.

- a. ~~Owners/managers~~The Property manager shall participate in and be certified in a crime free housing program.
- b. Developer shall provide a designated contact for the city to communicate with to address parking, drug, landscaping, or other nuisance code violations.
- c. Commercial areas shall be used for commercial purposes, not for residential housing.
- d. Residential units shall be used for residential purposes only. If permitted by the HOA, any business located within a residential unit shall comply with the Home Occupation requirements of the city zoning ordinance.
- e. Each residential unit shall be occupied by one family as defined by the city code.
- f. Parking stalls shall be maintained as parking stalls for automobiles and not be used as storage units or for RV Parking. On-street parking shall be used only for the parking of automobiles, not recreational vehicles.
- g. The HOA rules shall limit the number of vehicles to an average of 2 for each residential unit.
- h. Residents shall use the provided off-street parking areas before using on-street parking spaces.
- i. No bicycles shall be stored or parked in the front of buildings, except in official bicycle parking racks.
- j. Front porches and front yards shall not be used for storage space (no boxes, furniture, bikes, toys, laundry, garbage cans, etc.)
- k. Any furniture on front porches shall be specifically designed for outdoor use (no couches, televisions, refrigerators, etc.)
- l. Clothes lines shall not be used in front of buildings or in front yards.
- m. External antenna shall be installed on the side or rear of buildings, not on the front face of the buildings.
- n. The HOA shall be responsible for all maintenance and repair of the onsite private sewer lines and sewer laterals to the property line.

3. Water Rights. With respect to Exhibit A (the approved final subdivision plat), the developer shall, prior to recordation of the subdivision plat, transfer to the City all required diversion water rights necessary for development of this

development.

4. Infrastructure improvement costs shall be paid by, and be the sole responsibility of, the Developer, their assigns, transferees or successors as owners or developers except as outlined above.
5. Developer shall execute a performance agreement and provide a cash bond or letter of credit acceptable to the City to guarantee completion of the City's public improvements.
6. Developer shall provide City with a noxious weed control plan approved by the Wasatch County Weed Control Board prior to recording the subdivision plats and implement approved measures prior to project acceptance by the City.
7. Upon the full and complete performance of all of the terms and conditions of this Agreement by the Developer, their assigns, transferees or successors, and upon the City's approval of the improvements and acceptance of the subdivision as complete, which shall not be unreasonably withheld, the City agrees to take over and assume responsibility for those areas shown on the recorded subdivision plats as dedicated to the public and begin issuing building permits. The City agrees to maintain such public improvements without assessment for the construction of improvements as set out in the plans and specifications. Nothing contained herein shall be construed in any way to render the City liable for any charges, costs, or debts for material, labor, or other expenses incurred in the initial making of these public improvements.
8. 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. This Agreement may not be enlarged, modified or altered except in writing approved by the Parties.
9. 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.
10. 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 _____, 2016.

HEBER CITY:

By: _____
Alan McDonald, Mayor

ATTEST:

Heber City Recorder

Vollkommen Construction, LLC, Developer:

By: _____
Mike Miller

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

On this _____ day of _____, 2016, personally appeared before me the above named authorized representative of Developer, who duly acknowledged to me that Developer is the owner in fee of the land in the District at Valley Station Plat A and Plat B and executed the same as such.

NOTARY PUBLIC