

# **REGULAR MEETING**

**AGENDA  
AND  
STAFF MEMO**

**HEBER CITY CORPORATION**  
**75 North Main Street**  
**Heber City, UT 84032**  
**City Council Regular Meeting - AMENDED**  
**February 4, 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: Council Member Jeffrey Smith
  
- III.** Prayer/Thought: By Invitation (Default Council Member Heidi Franco)
  
- IV.** Minutes for Approval: January 7, 2016 Work Meeting
  
- V.** Open Period for Public Comments
  - 1.** Mayor's Award, Recognizing Officer T.C. Thomas For Outstanding Service
  
  - 2.** Public Hearing - Ordinance 2016-5, an Ordinance Amending the Consolidated Fee Schedule Appendix "A" Associated With the Incorporated Sewer Impact Fee Analysis, Title 3.15 Heber City Municipal Code, Revenue and Finance
  
  - 3.** Renewal of Timpanogos Valley Theatre Social Hall Lease Agreement
  
  - 4.** Approve Inter-Local Cooperation Agreement for the Provision of School Resource Officers in Certain Wasatch County School District Schools
  
  - 5.** Approve FAA Grant Application - Land Acquisition Project
  
  - 6.** Final Plat Approval for the Ranch Landing Condos - Building D Located at 1055 South 500 East, Watts Enterprises
  
  - 7.** Reconsideration of Tabled Agenda Item - Fourth Amendment to the Inter-Local Agreement Regarding Red Ledges Property
  
  - 8.**

Todd Cates - Final Approval for Red Ledges Phase 2F Located at Abajo Peak Circle and Abajo Peak Way, the Main Entrance to Red Ledges is Located at 1851 East Center Street

9. Review Proposed Request to Amend Red Ledges Phase 1R Subdivision Plat - An Amendment Combining Three Lots, Lots 434, 435, and 436 Into One Lot, Lot 434 Amended, to be Located at Approximately 1455 North Explorer Peak Drive, the Main Entrance to Red Ledges is Located at 1851 East Center Street
10. Approve Ordinance 2016-3, an Ordinance Amending the Heber City Land Use Map From Low Density Residential to Moderate Density Residential for Property Located at 700 South 1200 West
11. Approve Ordinance 2016-4, an Ordinance Amending the Heber City Zoning Map From the R-1 Residential Zone to the R-2 Residential Zone With the Cluster Open Space Overlay Zone (COSZ) for Property Located at Approximately 700 South 1200 West
12. Appointment of City Treasurer and City Recorder
13. 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 February 02, 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](http://www.ci.heber.ut.us), and on the Utah Public Notice Website at <http://pnm.utah.gov>. Notice provided to the Wasatch Wave on January 28, 2016.

# Memo

To: Mayor and City Council  
From: Mark K. Anderson  
Date: 01/28/2016  
Re: City Council Agenda Items for February 4, 2016

---

## REGULAR MEETING

### **Item 1 – Mayor’s Award, Recognizing Officer T.C. Thomas For Outstanding Service:**

Chief Booth has recommended that Officer Thomas receive the Mayor’s Award in recognition of the courage and judgement he displayed on December 24<sup>th</sup>, 2015 when he dealt with an intoxicated man with a knife. (See attached letter)

### **Item 2 – Public Hearing – Ordinance 2016-5 – An Ordinance Amending the Consolidated Fee Schedule Appendix “A” Associated with the Incorporated Sewer Impact Fee Analysis, Title 3.15 Heber City Municipal Code, Revenue and Finance:**

Because of the larger than expected expense of installing the northwest sewer line, the City needs to re-evaluate the sewer impact fees it collects in order to properly fund impact fee related projects in the sewer fund. As a result, the enclosed study was performed to update the sewer impact fee, which recommends the increase of the city wide sewer impact fee from \$1,311 to \$1,887 per ERU. (See enclosed study and staff report from Bart Mumford) Before the fee can be modified, the City is required to hold a public hearing to allow public comment for or against the proposed increase. If the Council adopts the new impact fee, there is a 90 day waiting period before the fee becomes effective. Staff would recommend approval.

**Item 3 – Renewal of Timpanogos Valley Theatre Social Hall Lease Agreement:** I was recently contacted by Clint Epperson, TVT Facilities Director, indicating that the City’s agreement with the Timpanogos Valley Theatre had expired in 2013. I indicated that I would prepare an updated version of the existing agreement for Council review/approval. (See enclosed agreement) Staff believes there is value in having the building maintained and operational.

### **Item 4 – Approve Inter-Local Cooperation Agreement for the Provision of School Resource Officers in Certain Wasatch County School District Schools:**

At the last work meeting the Council reviewed the attached agreement. As noted in the last packet, a few months ago, Heber City was awarded a Federal COPS Grant, which will pay \$125,000

towards the hiring of a School Resource Officer over a three year period. As part of the grant terms, we agree to maintain the school resource position for at least four years. Chief Booth has met with the School District and is proposing that this new officer be hired prior to the start of the next school year. Enclosed is a proposed agreement with the Wasatch County School District, which defines the costs/responsibilities of both parties. Chief Booth has provided the enclosed staff report and will be prepared to answer any questions the Council may have concerning this agreement. Staff would recommend approval.

**Item 5 – Approve 2016 FAA Grant Application – Land Acquisition Project:** With the anticipated purchase of the Maverik parcel, the enclosed grant application requests reimbursement for costs the City will incur to acquire this property. Although it is now unlikely, the grant request also includes funds to remove the existing building, consulting services and includes a buffer for unexpected costs. I would expect that all costs would have been identified before any grant is actually awarded and the actual grant award will be less than was initially requested. Having the grant application in place, puts in a good position to be quickly reimbursed once the FAA has the authority to start issuing grants. Staff would recommend approval. (See enclosed grant application)

**Item 6 – Final Plat Approval for the Ranch Landing Condos – Building D Located at 1055 South 500 East, Watts Enterprises:** Watts Enterprises is seeking final plat approval for Building D in the Ranch Landing development. This building is part of an approved master plan for this development. (See enclosed plat map and staff report from Tony Kohler) Staff would recommend approval.

**Item 7 – Reconsideration of Tabled Agenda Item - Fourth Amendment to the Inter-local Agreement Regarding the Red Ledges Property:** Information on this item will be provided next week

**Item 8 – Todd Cates - Final Approval for Red Ledges Phase 2F Located at Abajo Peak Circle and Abajo Peak Way, the Main Entrance to Red Ledges is Located at 1851 East Center Street:** Todd Cates is coming before the Council to request final plat approval for Phase 2F. This is a 12 (patio) lot subdivision that was previously approved by the City Council on July 3, 2014. Because Red Ledges did not record the plat within one year, they are now required to seek a new approval. The Planning Commission has reviewed the proposed subdivision and is recommending approval. (See enclosed staff report from Tony Kohler and plat map) Staff would also recommend approval.

**Item 9 –Review Proposed Request to Amend Red Ledges Phase 1R Subdivision Plat - An Amendment Combining three Lots, Lots 434, 435, and 436 into one lot, Lot 434 Amended, to be Located at Approximately 1455 North Explorer Peak Drive, the Main Entrance to Red Ledges is Located at 1851 East Center Street:** Jamie Dunn, owner of Lot 434, 435 and 436 in Red Ledges Phase 1R is requesting that these three lots be combined into one lot to be known as lot 434. In addition to the combining of the three parcels, the proposed bulb out/cul-de-sac road design would no longer be required. See enclosed staff report and revised plat map. Staff would recommend approval.

**Item 10 – Approve Ordinance 2016-3, an Ordinance Amending the Heber City Land Use Map from Low Density Residential to Moderate Density Residential for Property Located at 700 South 1200 West:** At the last work meeting the Council reviewed the proposed commercial development proposed for this property. In order to facilitate the requested zone change from R-1 to R-2 the City first has to approve an amendment of the Land Use Map. (See enclosed staff report and Ordinance) The Planning Commission has recommended approval of this amendment to the Land Use Map and staff would also recommend approval.

**Item 11 – Ordinance 2016-4, an Ordinance Amending the Heber City Zoning Map from the R-1 Residential Zone to the R-2 Residential Zone with the Cluster Open Space Overlay Zone (COSZ) for Property Located at Approximately 700 South 1200 West:** This item is associated with the previous agenda item. If the Council approves the proposed amendment to the Heber City Land Use Map, approval of this ordinance would change the zoning on this parcel from R-1 Residential to R-2 Residential with the COSZ Overlay Zone which would permit the construction of the proposed assisted living center. The Planning Commission is recommending approval. Staff would also recommend approval.

**Item 12 – Appointment of City Treasurer and City Recorder:** Per Utah State Code, after a municipal election, the Mayor, with the advice and consent of the City Council is to appoint a person to the position of City Recorder and City Treasurer by the first Monday in February. Technically, the appointment/reappointment should have occurred by February 1, 2016. I expect that Mayor McDonald will request that Michelle Limon, City Recorder, and Mindy Kohler, City Treasurer, be reappointed.

**Item 13 – Closed Meeting As Needed:**

# TAB 1

## Police Medal of Valor

Officer T.C. Thomas:

On December 24, 2015, you were dispatched to a domestic violence call in progress, specifically that a male suspect was attempting to forcefully enter a residence. Upon arrival at the scene you encountered a male armed with a knife. The suspect refused commands to comply and advanced upon you. You quickly engaged the suspect, a Taser was deployed, and a struggle ensued between you and the suspect. During this struggle you were assaulted but prevailed in the struggle and the suspect was taken safely into custody.

In conducting a thorough investigation it was determined that the suspect was armed with a knife, very intoxicated, and was attempting to forcibly enter a residence with the intent to assault a female. There is very little doubt in my mind that your quick response and assertive action, not only saved the suspect's life but those lives present in the residence this evening.

You performed courageously on this evening, while placing yourself in imminent risk of personal injury for the purpose of saving or protecting human life. Due to your actions, you will be awarded the **Heber City Police Medal of Valor**.

I believe that your actions on this evening are in the finest traditions of the Heber City Police Department, and that they showed un-common restraint by not using deadly force, and in fact placed yourself in danger by physically engaging the suspect in an effort to protect others at the house and the suspect himself. As your Chief of Police, I'm proud to state that you are a Heber City Police Officer.

Job well done - my friend.

Sincerely,

Dave Booth  
Chief of Police

Cc: Lieutenant Jason Bradley  
Sergeant Jeremy Nelson  
Personnel File

# TAB 2

# HEBER CITY CORPORATION

## ENGINEERING STAFF REPORT

MEETING TYPE: Council Work Meeting

MEETING DATE: February 4, 2016

SUBMITTED BY: Bart L Mumford

FILE NO: 09026

APPROVED BY: Mark K. Anderson

SUBJECT: **FACILITIES MASTER PLAN - SEWER IMPACT FEE AMENDMENT**

### PURPOSE

To hold a public hearing on amending the City's Sewer Capital Facilities Master Plan and adopting a new sewer impact fee.

### RECOMMENDED ACTION

That the Council: 1) Hold a public hearing and hear public comment on the proposed amended sewer impact fee; and 2) Approve the proposed amended fee of \$1,887 per ERU, and adopt Ordinance 2016-5 amending the Consolidated Fee Schedule; or 3) Provide staff with additional direction.

### BACKGROUND/HIGHLIGHTS

Last fall the City Council requested that staff update the project costs in the City's Sewer Capital Facilities Master Plan. This request came as a result of the increased cost the City saw in constructing the North West Sewer, a major planned project in the facilities master plan. This sewer will provide capacity to the northern area of the City which is anticipated to start developing in 2016. This sewer will serve the area east of Highway 40, from 750 North to Coyote Lane. The actual cost of this project is significantly more than originally estimated in the last master plan update due to sewer's depth and groundwater issues. To insure adequate impact fees will be collected to cover the cost of this and other planned projects, the Council requested the sewer impact fee cost analysis be reviewed, updated, and the fee amended if necessary.

Horrocks Engineering prepared the attached draft Amendment Summary and updated sewer master plan sections attached as Exhibits A and B.

The items updated in this analysis include:

- 1) Population projections to reflect a planning window to 2035.
- 2) Existing and planned commercial/residential connections.
- 3) Planned sewer projects and removal of completed projects.
- 4) Construction unit costs to reflect 2015 pricing.
- 5) Bond interest rates were reduced from 5% to 3%

The end result justified an increase to the sewer impact fee from the January 1, 2016 fee of \$1,337 per ERU to \$1,887 per ERU.

**FISCAL IMPACT**

Adopting this sewer impact fee structure is anticipated to generate the funds needed to pay for the growth related portion of sewer projects identified in the Sewer Capital Facilities Master Plan. These fees assume that the growth projections do not change significantly and that the City provides sewer service north up through Coyote Lane.

If approved following the public hearing, the attached ordinance and fee (Exhibit C) will become effective 90 days after adoption.

**LEGAL IMPACT**

None

09026SR Amend 2 CC Draft Rpt 160204.doc

**EXHIBIT A**

**AMENDMENT No. 2**

**TO THE**

**CAPITAL IMPROVEMENTS  
AND  
IMPACT FEES**

**HEBER CITY  
MASTER PLAN  
2010 TO 2030**



January 2016

**Prepared by**

**Heber City & Horrocks Engineers**

## **1.1 Amendment Introduction**

This Amendment No. 2 to the Heber City Capital Facilities Plan, and Impact Fee Analysis, hereafter collectively called the “Master Plan” revises the existing Master Plan document adopted March 10, 2011. The need for this amendment has arisen for the following reasons: 1) Heber City is seeking to update the sewer impact fee to reflect actual sewer project construction costs data, and 2) update the sewer improvement projects to reflect growth within Heber City.

Amendment No. 2 revises the Master Plan Executive Summary (Chapter 1) and the Sanitary Sewer System (Chapter 5). With this amendment, sections of the chapters are revised to reflect the specific Sanitary Sewer System changes made. Each revised chapter in its entirety is inserted in the place of original version. The original March 10, 2011 version of each chapter will be kept in the Appendix. The revisions to these two chapters focus on the proposed capital improvements and impact fees, with the amendment itself summarizing these changes.

## **1.2 Sanitary Sewer System Revisions**

The amendment to the Sanitary Sewer System section of the Heber City Master Plan was primarily completed in order to update the project costs section and the impact fee calculation for the Sanitary Sewer System. The estimated costs for the sanitary sewer projects have been evaluated and the total project costs have been revised to reflect new construction cost information.

Project S-018, the Northwest Pipe Line, Hwy 40 to 300 North is currently under construction. The actual construction costs for this project will be about 1.0 million dollars higher than typically estimated due to the depth of the sewer line and the presence of ground water. The project costs have been increased to reflect the actual construction cost for this project. Dewatering costs have now been added to several other sewer projects, and these higher costs are reflected in the total project costs. Projects S-010 and S-029 are now complete, so they have been removed from the project costs total. Project S-023 is now partially complete and the costs for this project have been updated to reflect the amount remaining to construct. Project S-020, Aerial Digital Map Updates, was decreased due to the increased availability of aerial mapping options from Google Earth. There is one new project planned, S-030, but it is not proposed to be paid for by impact fees. All of the project costs were revised to reflect current 2015 dollar amounts.

The population projections have been updated to reflect current census data from Mountainland Associations of Governments. The 20 year planning period for the Sanitary Sewer System section was revised to be from 2015 to 2035. The planning period needed to be revised because the impact fee calculation was originally based on a full 20 year planning period. The proposed projects will serve Heber City through the next 20 years. Therefore, to more fairly distribute the revised project costs into the new ERU's, the ERU's were determined from a full 20 year

planning period, which extends the planning period to 2035. This helps to decrease the sewer impact fee. Equivalent residential units (ERU's) were figured based on the updated population growth rates. Red Ledges ERU data was gathered and the projected ERU's from Red Ledges was revised. These ERU's were subtracted from the total projected Heber City ERU's because Red Ledges is served by Twin Creeks.

The citywide impact fee for the Sanitary Sewer System was calculated based on the revised population projections, new ERU estimates, and revised construction costs for all sanitary sewer projects.

### **1.3 Conclusion and General Notes**

It is important to recognize that the project costs are estimates and as projects are designed and actual site conditions are discovered, those costs may change. The impact fees are based directly on these estimated costs, and if these costs change by any significant amount the impact fee budget is directly affected. Heber City prepared this amendment to reflect significant changes in actual project construction costs and in turn collect the impact fees most appropriate for the actual cost impact to the City. When the City updates the Master Plan again, the sewer impact fee will be checked and any surpluses or shortages in the impact fee funds will be reviewed at that time.

As a general note to the Master Plan, the recommended project lists identify, to the best of Heber City's ability, the capital improvements that will be necessary in each improvement category. However, these lists may not be all inclusive, and the order in which the projects are needed may change. Minor improvements may also arise that were not specifically identified. Funding for these additions or changes would follow the guidelines previously identified in the Master Plan.

## EXHIBIT B

# Chapter 1

---

## **Executive Summary**

Revised January 2016

### **1.1 Document Purpose and Organization**

Heber City is responsible for providing public services to customers within a current area of approximately 5,380 acres in Wasatch County. Over the next 20 years it is anticipated this service area will grow by approximately 800 acres to a total of 6,180 acres (9.65 square miles). The ultimate service area is 6,739 acres.

This document is a compilation of the Heber City master plan, long term capital facilities plan, and impact fee analysis, hereafter collectively called the “Master Plan”. This Master Plan document combines these elements into one comprehensive study.

An accelerated population growth in Heber City has increased the demand on the existing public facilities throughout the City. To continue to adequately service the City's increasing population, the capital facilities which consist of culinary water, sanitary sewer, streets, storm drain, pressurized irrigation, and parks & trails, were analyzed and are reported in this document. This document recommends capital improvements to increase the facilities' capacity to meet demands of the projected population through the year 2030 and maintain the current City Level of Service (LOS) for those facilities. This document also reports the associated improvement costs for operating expenses and impact fees that were calculated.

In developing the various impact fees documented in this report, Heber City has complied with the requirements set forth by the Utah Impact Fees Act – As Amended, 2010. The impact fees have been calculated using methods that insure they are proportionate and reasonably related to the service demands of the future development.

#### **Organization of the Master Plan Document**

The first three chapters of this document summarize the purpose of this Master Plan, provide a basis for impact fees, and project population growth for Heber City. These chapters yield the general foundation for this report necessary to analyze each facility through a 20 year planning period.

Heber City's culinary water, sanitary sewer, streets, storm drain, pressurized irrigation, and parks & trails systems were analyzed through the 20 year planning period. Chapters 4 through 9 document the findings of the analysis for each facility type, respectively. A separate appendix contains the additional data and material supporting this document.

## 1.2 Summary of Capital Improvement Costs

Recommended capital improvements to existing facilities were analyzed and reported in their respective chapters. These improvements are necessary to maintain the current Level of Service (LOS) to Heber City residents during future growth. Impact fees are not used to improve LOS to Heber City residents for any Capital Facilities in this study. Projects which may improve existing LOS are paid for by operating funds.

Estimated costs of the recommended improvements are summarized in Table 1-1 by facility type. The improvement costs are in 2010 dollars and are the costs for all Capital Facilities during the twenty year planning period. Contingencies, engineering, legal and administrative fees are also included. These improvements will be funded through a combination of impact fees, developer contributions, City operating funds, and other funds such as grants or other public entity funds.

**Table 1-1 Estimated Cost of Recommended Improvements**

<b>Facility</b>	<b>Estimated Cost of Recommended Improvements (2010 dollars)</b>
Culinary Water	\$11,695,102
Sanitary Sewer (2015 \$)	\$7,474,834
Streets	\$21,854,455
Storm Drain (2012 \$)	\$0
Pressurized Irrigation	\$9,209,131
Parks & Trails	\$3,499,866
<b>TOTAL</b>	<b>\$58,522,456</b>

All Capital Facilities projected through the 20 year planning period were determined based on the need created by both future residential and non-residential growth. The cost of each facility was determined from sound estimating procedures using historic construction cost records for each particular facility, current land acquisition costs, typical engineering costs, and normal construction contingencies. Each individual facility was analyzed to determine if the costs should be funded by impact fees, and if so, what percentage would be paid for by the impact fees. The costs to be funded by impact fees for all projects within a facility type were totaled. The costs associated with the percentages not funded by impact fees were distributed to one or more of the other funding sources and totaled. These cost distributions and totals can be seen in each chapter in the table listing the estimated cost of each improvement. Costs for any excess capacity in existing facilities have not been included in the cost totals of this study. A majority of any excess capacity has been previously been paid for by impact fees, and the benefit should go to new development.

## 1.3 Summary of Fees

### Impact Fees

Although the total build-out for Heber City will probably not come for several decades, proper planning of the City's public facilities should occur now. The collection of impact fees from new development is one way to offset the costs of adding and/or improving the existing infrastructure. This section recommends the impact fees for the 20 year planning period based on the Heber City's 2010 zoning and planning area map, projected population growth, and respective facilities that are required because of the growth during this period. All necessary capital facilities projected through the 20 year planning period have been determined and are shown in each respective chapter. The impact fees for each capital facility sector (culinary water, sanitary sewer, streets, storm drain, pressurized irrigation, and parks & trails) were calculated by comparing total costs of improvements to be paid for by impact fees and the number of new residential and non-residential units that will create the need for the improvements.

It is essential that any impact fees collected must be expended within six years. To ensure Heber City properly expends impact fee funds, an expenditure plan has been created for each impact fee fund. All the improvements within the 20 year window have been grouped into five year incremental improvements. Projects that were expected to occur first were planned for the 2011 to 2015 time period. The remaining projects were planned into the most feasible five year window up to the year 2020.

The impact fee amount was calculated by taking the total cost of improvements associated with impact fees, plus the necessary bond interest payments, divided by the projected new growth number for 20 years. The growth number is presented as: equivalent residential units (ERU's) for culinary water, pressurized irrigation, sewer, and parks; as trips generated by traffic for streets; and as new development acres for storm drain. The impact fees for all years are shown in 2010 equivalent dollars. Bonding was necessary in some instances when projects were grouped into five year windows, and impact fees collected in the earlier years were insufficient to cover projected improvement costs. By considering the full 20 year window to determine the projected impact fees, and then grouping the projects into five year increments, the impact fees are distributed evenly to all development in the 20 year plan. If the impact fee revenue for the first five years does not cover all the improvements planned for that period, bonds will be required to cover the remaining costs. Development within the 20 year planning window will all pay equally for future projects so that earlier developments only pay their fair share of facilities that also benefit later developments.

Table 1-2 summarizes the proposed impact fees for the facilities including culinary water, sanitary sewer, streets, storm drain, pressurized irrigation, and parks & trails. The table shows the projected impact fees collected every five years for all the facilities and the five year incremental improvement costs scheduled to expend the collected impact fees. It also shows the impact fee running balance, after adjusting for bond payments, for each five year increment. The tables in each facility chapter show the bond account balance. For information on the projected ERU's, trips, or newly developed area associated with each impact fee, please see each respective section.

**Table 1-2 Expenditure Plan Summaries**

Facility	2010-2015 <sup>2</sup>			2016-2020 <sup>2</sup>		
	Collected Impact Fees	5-year Improvement Costs	Impact Fee Balance <sup>1</sup>	Collected Impact Fees	5-year Improvement Costs	Impact Fee Balance <sup>1</sup>
Culinary Water	\$1,559,633	\$1,690,804	\$8,829	\$2,098,149	\$2,181,010	-\$1,472
Sanitary Sewer	\$1,017,198	\$3,034,465	\$3,276	\$1,202,943	\$110,897	\$713
Streets	\$1,488,049	\$1,573,433	\$3,617	\$1,844,687	\$1,670,712	\$4,720
Storm Drain	\$0	\$0	\$0	\$0	\$0	\$0
Pressurized Irrigation	\$418,391	\$922,608	-\$4,218	\$562,854	\$109,867	-\$2,086
Parks & Trails	\$411,152	\$414,468	-\$3,315	\$516,823	\$584,846	\$18,662

Facility	2021-2025 <sup>2</sup>			2026-2030 <sup>2</sup>		
	Collected Impact Fees	5-year Improvement Costs	Impact Fee Balance <sup>1</sup>	Collected Impact Fees	5-year Improvement Costs	Impact Fee Balance <sup>1</sup>
Culinary Water	\$843,971	\$794,108	\$1,298	\$992,649	\$707,664	\$0
Sanitary Sewer	\$1,341,200	\$654,841	\$15,843	\$1,178,881	\$45,375	\$0
Streets	\$1,128,666	\$1,249,818	\$874	\$1,207,873	\$1,162,283	\$0
Storm Drain	\$0	\$0	\$0	\$0	\$0	\$0
Pressurized Irrigation	\$226,406	\$202,468	-\$3,025	\$266,290	\$66,000	\$0
Parks & Trails	\$265,276	\$376,558	-\$897	\$293,116	\$60,712	\$0

1. Balance after considering bond initiation and payments for five year increment. Actual will vary depending on actual improvement costs and bond amounts. The goal is to set balance as close to zero as possible

2. Sanitary Sewer planning period is 2015 to 2035 (2015-2020, 2020-2025, 2025-2030, 2030-2035)

The Heber City public service area for culinary water, sanitary sewer, and pressurized irrigation includes everything within the City boundary limits minus the Red Ledges private development. Water and sewer service for Red Ledges is currently provided by the Twin Creeks Special Service District. Therefore, the impact fee calculations for these facilities exclude revenues from Red Ledges. This plan proposes that all Heber City developments, with the exception of Red Ledges, incur impact fees for culinary water, sanitary sewer, and pressurized irrigation.

The Heber City service area for public streets, storm drain within the public streets, and parks & trails include everything within the City boundaries. The impact fee calculations for these facilities include impact revenue from the entire boundary of Heber City, including Red Ledges and all other private developments. This plan proposes that all Heber City developments incur impact fees for streets, storm drain, and parks & trails.

Table 1-3 shows a comparison of the previous and the recommended impact fees. The recommended impact fees will fund the necessary improvements to the City's infrastructure that will maintain City and State standards.

**Table 1-3 Summary of previous and recommended impact fees. (SEC. 15.16.090)**

Facility		2010		Units	
		Impact Fee	Recommended Impact Fee		
Culinary Water	Residential	\$2,901	\$2,316	ERU*	
	Non-Residential		\$2,901	\$2,316	0.75 -inch
			\$5,157	\$4,118	1.0 - inch
			\$11,604	\$9,265	1.5 - inch
			\$20,628	\$16,470	2.0 - inch
			N/A	\$25,735	2.5 - inch
			\$46,414	\$37,059	3.0 - inch
	\$82,515	\$65,882	4.0 - inch		
<b>Sewer (updated Jan 2016)</b>		\$1,800	\$1,887	ERU*	
Streets	Single Family	\$1,219	\$1,314	Dwelling Unit	
	Multi Family	\$734	\$798	Dwelling Unit	
	Non-Residential**	\$70	\$76	Trip	
Storm Drain	Single Family	\$603	\$0	Dwelling Unit	
	Multi Family	N/A	\$0	Dwelling Unit	
	Non-Residential	\$0.23	\$0	Trip***	
Pressurized Irrigation	Residential	N/A	\$621	ERU*	
	Non-Residential	N/A	\$0.09	Irrigated SF	
Parks & Trails	Residential	\$538	\$461	ERU*	
<b>Total per ERU (typical)</b>		<b>\$7,061</b>	<b>\$6,600</b>	<b>ERU*</b>	

\* Equivalent Residential Unit

\*\* Subsidized by other funding

\*\*\* Previous units are Net Impervious sf

2011 Impact Fee Total

**\$7,315**

### Annual Adjustment Of Impact Fees

Since growth rates, property values, inflation, zoning, and other variables which affect public facilities change from year to year, it is in the best interest of Heber City to ensure that the impact fees are adjusted periodically.

The City has adopted a policy that indexes the cost of improvements to inflation and adjusts impact fees on an annual basis. The index that will be used is the Engineering News Record (ENR) 20 City Construction Cost Index. The ENR December 2010 index of 8952.40 will be deemed the base index. An annual adjustment to fees will be made each January 1st based on the percentage change between the December 2010 index and the December index proceeding the next year. Per Amendment 2, December 2015 will be deemed the base index for the Sanitary Sewer impact fee.

### Impact Fee Exemptions

The impact fees recommended in this study must be assessed as recommended to generate sufficient revenue to cover the improvement costs that have been identified. From time to time the City receives requests to exempt all or a portion of impact fees on a given project. If the City

desires to exempt any of fees identified, they must at the same time identify an alternate source of funding that will replace the amount waived.

### **Utility Fees**

Two new monthly utility fees are proposed in this study. First, a storm drain utility fee is proposed to help cover expenses associated with the storm drain operating costs and a pressurized irrigation utility fee. The storm drain utility fee that was originally proposed in this study was subsequently reevaluated in more detail in a separate study prepared by Zion's Bank in 2012. The Zion's study recommended, and the Council adopted, a fee of \$4.83/month for all residential properties; and \$3.77/month per gross acre for non-residential properties, and multifamily properties greater than one acre.

Second, a pressurized irrigation utility fee is proposed to help fund the installation of a pressurized irrigation system in the central part of Heber City. Only those in the central part of Heber City will be responsible to pay for this additional utility fee. The proposed additional pressurized irrigation utility fee is \$16.92/month per connection in the central part of Heber City. This fee is approximate, and once this project is approved and the actual construction costs are determined, this fee will need to be adjusted accordingly.

# Chapter 5

---

## Sanitary Sewer System

Revised January 2016

### 5.1 Summary and Recommendations

#### Revisions Made December 2015

The sanitary sewer portion of the Heber City Master Plan was revised on December 14, 2015. Revisions were made to the projected population, estimated future ERUs, recommended sewer system improvements and associated costs, and impact fee analysis. All other aspects of the Master Plan completed in March 10, 2011 were unchanged. All changes to the written document are underlined.

#### **Introduction**

Population growth in Heber City has increased the demand on the existing infrastructure throughout the city. To continue to adequately serve the city's population, the capacity of the sanitary sewer system has been analyzed. Improvements have been recommended to increase the sewer system capacity to meet the demands of the projected population through the 20 year planning period. The impact fees have also been analyzed to determine the feasibility of implementing the recommendations.

Heber City's sewer system was evaluated for the projected population, number of connections and sewer flows. Using State design requirements and historical sewer flows, the flows were projected through the planning period.

The software SewerCAD was used to create a computerized model to analyze the existing sewer system and determine the respective capacities in collector and interceptor lines. Then, using the potential areas of development and the projected sewer flow, improvements were recommended.

Heber City also provides a connection and sewer line capacity for the Twin Creeks Special Service District (TCSSD) east of the City. Projected demands for this area and its impact on the system have been included in the study. TwinCreeks demands only impact one project in this study, S-027.

The Heber City Design Criteria used in this study are summarized below:

- |                  |                               |                      |
|------------------|-------------------------------|----------------------|
| • Flow:          | - Average Yearly              | 320 gpd/ERU          |
|                  | - Peak Hour Collector Lines   | Average Yearly x 4.0 |
|                  | - Peak Hour Interceptor Lines | Average Yearly x 2.5 |
| • Pipe Capacity: | - Maximum                     | 75% of Full Capacity |
|                  | Pipe Sizes:                   | - Minimum            |
| • Velocities:    | - Minimum                     | 2 fps                |
|                  | - Maximum                     | 15 fps               |

### **Projected Population**

Heber City's estimated population is expected to increase by approximately 93 percent from 10,494 to 20,244 people by the year 2030. At this growth rate, an additional 2,302 sewer Equivalent Residential Units (ERU's) will be added. Growth beyond 2030 to Ultimate build out will be addressed in future Master Plan updates.

### **Projected Sewer Flow**

Using 6,852 projected equivalent residential units in 2030, the average yearly flow will increase by 269 mg, from 368 mg to 637 mg, over the next 20 years.

City sewer records show an increase of 31.7 percent in flow during the summer months as compared to the winter months between the years 1996 and 2009. The increase has dropped in recent years to be 23.7% for the last 10 year average and 17.8% for the last 3 year average. A majority of the summer increase is assumed to be from infiltration and inflow, and recent steps to reduce this inflow appear to be working. However, further steps should be taken to further reduce this infiltration and inflow. This infiltration and inflow costs the City approximately \$30,000 to \$50,000 annually.

### **Recommended Sewer System Improvements**

Capital improvements recommended to meet the projected population's flows are shown in Figure 5-1. These recommendations were determined by using a computer model of Heber City's sewer system and input from city officials. A detailed listing of the recommended improvements is given in the following paragraphs.

Projects labeled as "Ultimate" are beyond the 20 year planning window and therefore the improvement cost and associated populations served have been excluded from impact fee calculations.

***(Ultimate) S-002 South Airport Rd-Airport Rd to Lift Station 8-inch main:*** An 8-inch line should be constructed from the Airport Road sewer line and serve the growth area south of the airport.

***S-004 500 East - 1200 S to Hwy 40 10-inch main:*** A 10-inch line should be constructed along 500 East from 1200 South to Highway 40.

***S-005 Hwy 40 – Coyote Ln to 750 N 18-inch main:*** An 18-inch line should be constructed along Highway 40 from approximately Coyote Lane to 750 North. This will handle the increased flow generated in the PCMU Planned Community Mixed use on the north side of Heber City.

***S-007 1200 South- 850 E to 1200 E 10-inch main:*** A 10-inch line should be constructed along 1200 South from approximately 850 East to 1200 East.

***S-010 Wasatch Canal- 600 S to 900 S 12-inch main:*** A 12-inch line should be constructed along the Wasatch Canal from 600 South to 900 South. A portion of this line has been installed and there are no anticipated cost to the City. (complete)

**S-018 Northwest Sewer - Hwy 40 to 600 W 12-inch main:** A 21-inch line should be constructed from Highway 40 at approximately 750 North, through existing City streets, to end at 600 West and 300 North.

**S-020 Aerial Photography Update:** The aerial photography of the city system should be updated every 5 years. This aids in modeling the sanitary sewer system, planning and preliminary project design.

**S-021 Master Plan Update:** The facilities master plan should have major updates every five years. As part of the annual update flows should be analyzed, maps revised, sanitary sewer system modeled, and impact fees evaluated.

**(Ultimate) S-022 Airport Lift Station:** The area southwest of the airport will need a sewer lift station, due to the lower topography, to reach the gravity sewer system.

**S-023 Highway 40 - 2800 S to 2200 S (West) 8-inch main:** An 8-inch line should be constructed on the west side of Highway 40 from approximately 2800 South, tying into S-004. This will serve the Highway Commercial Zone in this area. The portion from East Airport Road to 2200 South is complete.

**S-024 1500 W- 100 S to 1200 S 12-inch main:** A 12-inch line should be constructed on the west side of Heber City from 100 South to 1200 South. This will serve the future development in this area.

**S-025 Northwest Sewer - 300 N to 100 S 24-inch main:** A 24-inch line should be constructed along the Sage Brush and Spring Creek Canal from the intersection near 300 North to 100 South. This will ultimately be needed to accommodate future growth on the north side of Heber. The 24-inch line would replace the existing 21-inch line.

**S-026 SR 113 - 800 W to 930 W 30-inch main:** A 30-inch line should be constructed along SR-113 from approximately 800 West to 930 West. This will replace the existing 15-inch line at this location. Completion of this project is dependent on Twin Creeks Special Service District continuing to pass flow through Heber City's system. This project may be postponed if Twin Creeks discontinues use of the system.

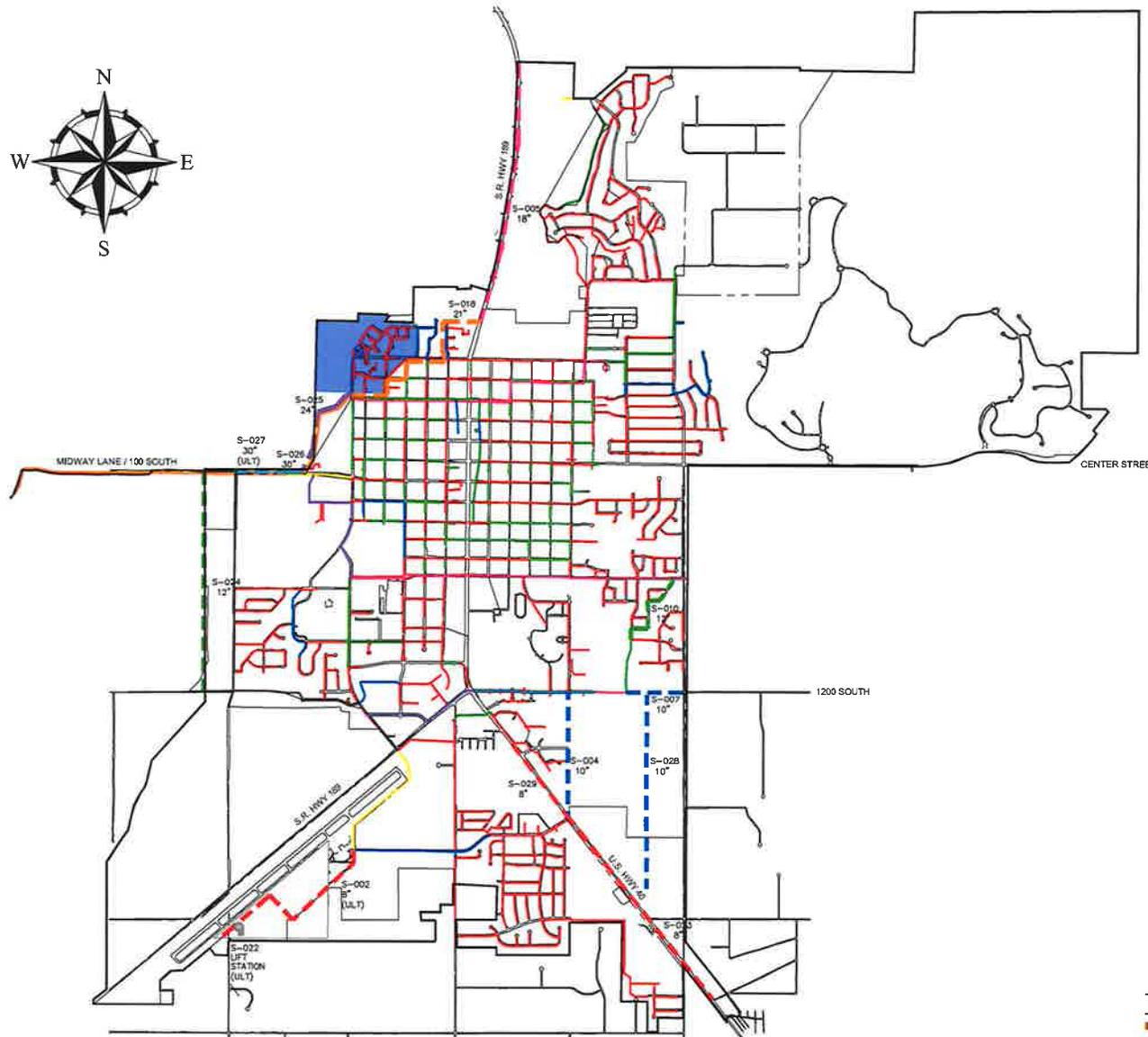
**(Ultimate) S-027 SR 113 - 930 W to South Field Rd 30-inch main:** A 30-inch line should be constructed along SR 113 from 930 West to South Field Road. The line is needed for future Heber City growth as well as to accommodate the Twin Creeks flow. This is the only project which is affected by Twin Creek demands. This project is in "ultimate" until Twin Creek's long term use of the Heber City system is known.

**S-028 1000 East - 1200 S to 2000 S 10-inch:** A 10-inch line should be constructed on approximately 1000 East from 1200 South to approximately 2000 South.

**S-029 Hwy 40 - E Airport Road to 1400 S 8-inch main:** An 8-inch line should be constructed along Highway 40 from East Airport Road to approximately 1400 South. The line is needed for existing businesses along Highway 40 and for future growth in the area. (completed)

**S-030 Hwy 40 – 2800 S to E. Airport Rd (East):** An 8-inch line should be constructed along Highway 40 from East Airport Road to approximately 2800 South on the east side of the road. The line is needed for existing businesses along Highway 40 and for future growth in the area. The City has decided this should be constructed by business and not be paid for by impact fee.

FIGURE 5-1  
**HEBER CITY**  
**FUTURE**  
**SEWER SYSTEM**



**LEGEND**

- ULTIMATED BUILDOUT BOUNDARY
- HEBER CITY BOUNDARY
- EXISTING ROADS

**EXISTING SEWER LINES**

PIPE SIZE (Inches)	PIPE COLOR
6	Green
8	Blue
10	Red
12	Yellow
15	Purple
18	Orange
21	Light Blue
24	Light Green
30	Light Yellow
36	Light Purple

- 6" FORCED MAIN LIFT STATION
- LIFT STATION AREA

**FUTURE SEWER LINES**

PIPE SIZE	PIPE COLOR
8	Red
10	Blue
12	Green
18	Yellow
21	Purple
24	Orange
30	Light Blue

- LIFT STATION
- LIFT STATION AREA

**HORROCKS**  
**ENGINEERS**

728 WEST 100 SOUTH #2  
 HEBER CITY, UTAH 84032  
 (435) 854-2225

### **Infiltration and Inflow**

City sewer records show an increase of 31.7 percent in flow during the summer months as compared to the winter months between the years 1996 and 2009. The increase has dropped in recent years to be 23.7% for the last 10 year average and 17.8% for the last 3 year average. The reduced infiltration in recent years could be due to the installation of a more efficient secondary irrigation system which has lowered the groundwater table. It could also be due to maintenance and repairs to the existing sewer infrastructure. If the reduction is mainly due to reduced levels of ground water unrelated to the secondary irrigation, the City will see increased infiltration during times of normal or above normal ground water. The City should continue to monitor sewer lines for opportunities to reduce infiltration to lower treatment costs from the Heber Valley Special Service District (HVSSD).

The existing lines have sufficient capacity for the current population and infiltration experienced. It is recommended, however, that as the population grows, Heber City explore additional opportunities to reduce infiltration. When normal or above normal ground water occurs, the sewer infrastructure should be visually checked or monitored with meters for infiltration.

### **System Capacity Improvements**

The existing sewer system will need various upgrades to have sufficient capacity to meet the needs of the projected growth and maintain the current Level of Service (LOS). Figure 5-1 shows the additional lines needed to handle the flow generated from the growth projected through the planning period.

Currently HVSSD has a treatment capacity of 4.07 mgd. Heber City is using approximately 30 percent and Midway City is using another 25 percent. HVSSD is currently implementing changes to ensure discharge limitations do not affect their ability to service the Heber Valley.

Costs for any excess sewer capacity in existing facilities have not been included in the cost totals of this study. A majority of any excess sewer capacity has been previously been paid for by impact fees, and the benefit should go to new development.

### **Impact Fee Recommendations**

Due to the reduction of new capital improvements needed, the Sewer Impact Fee should be increased from the current \$1,337 to a new fee of \$1,887 per Equivalent Residential Unit (ERU) to generate sufficient revenue to fund the recommended improvements. However, to keep abreast of inflation and construction costs, the sewer rates and impact fees should be updated every year according to the change in the construction cost index.

## 5.2 Sewer Flow Data

Future conditions in Heber City will affect the sewer flow and the improvements needed to meet increased flow. Information used to determine the future conditions are:

- Present growth rates and future projected population growth rates
- Existing sewer flow
- Existing ERUs
- Projected residential and non-residential development areas

As this information changes, so will the timing of when recommended improvements are needed. This study will limit recommendations to all improvements needed by the end of the 20 year planning period. Interim phasing or timing of improvements will be determined and periodically adjusted by the City as information is accumulated.

Heber City's population has been projected through the planning period. The projected number of sewer connections was determined based upon the projected population and the percent of the population connected to the system. To determine where the projected sewer flows will occur, the potential areas of development were analyzed. Using historical sewer flows and State design requirements, the sewer flows have been projected through the planning period.

### **Projected Population**

The projected population for Heber City during the planning period to 2030 is discussed in Chapter 3 - Projected Population. The 2015 population is estimated to be 13,599. The 2035 Heber City population is projected to be 20,894.

### **Equivalent Residential Connections**

Sewer flow from residential connections differs from commercial, church, government and other non-residential connections. To evaluate residential and non-residential connections on an equal basis, Equivalent Residential Unit's (ERU's) are used to equate the different types of connections. For this study, it is assumed that most water used during the winter is discharged into the sewer system. ERU's for non-residential connections were approximated by using culinary water use data. The historical average winter water usage of commercial, church, and government businesses was divided by the average winter water use per residential connection to obtain non-residential number of ERU's per connection for each year.

The resulting average ERU's per connection was approximately 3.9 between 2006 and 2009. Therefore, in terms of ERU's, 2010 had 3,348 residential units and 1,103 non-residential ERU's (283 non-residential connections x 3.9 ERU's per connection), connected to the system.

The total number of projected residential, church, government, and commercial ERU's, are shown in Table 5-1 in five year increments to 2030.

**Table 5.1 Projected New Equivalent Residential Units (ERU) for Sewer**

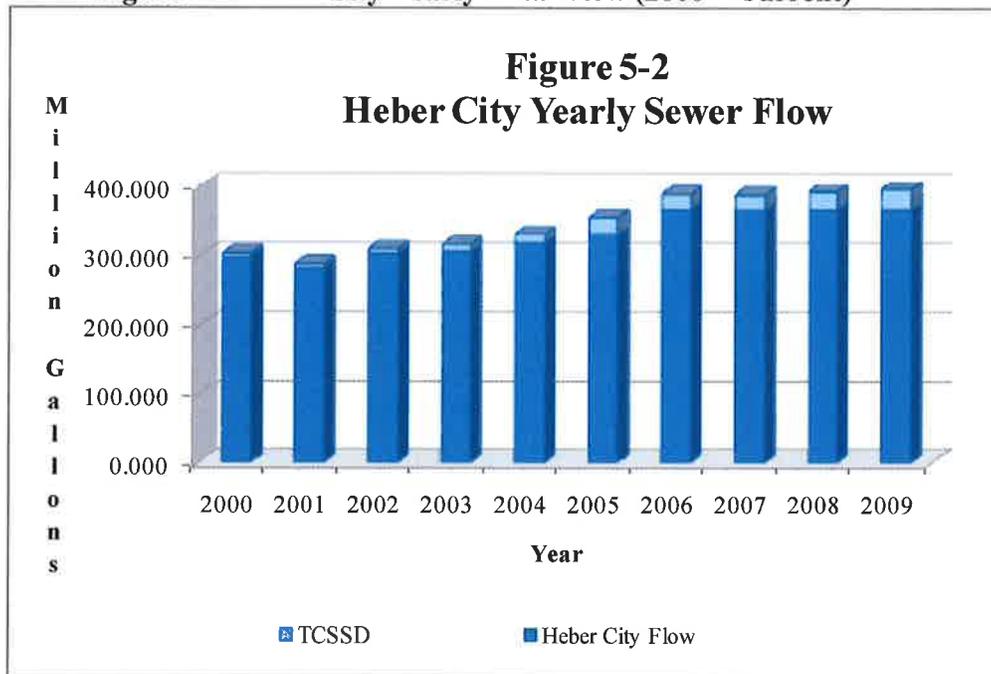
Year	Residential Units*	Non-Residential ERU's	New ERU's	Total ERU's
2010 (Actual Total)	3448	1103		4550
2016-2020	350	127	477	5,028
2020-2025	430	140	570	5,598
2025-2030	485	154	639	6,237
2030-2035	387	171	558	6,795

\*Note: These incremental residential ERU values have not included Red Ledges ERU's.

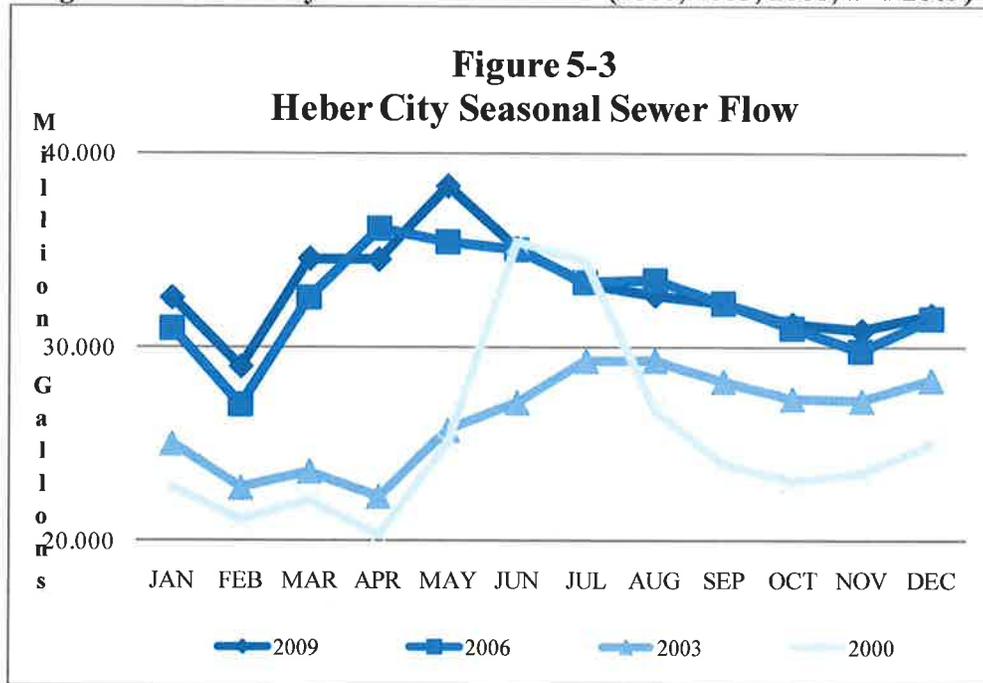
**Historical Sewer Flow**

Heber City's total yearly sewer flow has steadily increased between 2000 and 2009 from 298 mg to 368 mg as shown in Figure 5-2. The average yearly sewer flow during this period has been 250 gpd per ERU. However, as shown in Figure 5-3, the City experiences significant seasonal fluctuations in flow between the summer and winter months. Over the past three years, the winter flow has averaged 211 gpd per ERU and the summer flow has averaged 256 gpd per unit or 17.8 percent higher than the winter flow. This increase is thought to be related to seasonal infiltration from ground water and other inflow sources occurring during the summer. Heber City's historical sewer flow data is contained in Appendix C.

**Figure 5-2 Heber City Yearly Total Flow (2000 – Current)**



**Figure 5-3 Heber City Seasonal Sewer Flow (2000, 2003, 2006, and 2009)**



**Calculation of Sewer Flow**

The State of Utah Administrative Rule R317-3-2 (Appendix C) contains the requirements for sewer system design. New sewer systems are designed on the basis of an annual average rate of flow of 100 gallons per capita per day. This includes an allowance for infiltration, and the rate may be higher if there is probability of large amounts of infiltration entering the system. Design flow is calculated from this base flow plus a peaking factor. A peaking factor of 2.5 for interceptor and outfall sewers is used, and 4.0 for laterals and collector sewers is used. Using the City’s average population estimate of 3.16 people per household, as discussed in Chapter 3, equates to an Average Yearly flow of approximately 320 gpd per residential connection. This is slightly lower than the historical Heber City summer flow per ERU which includes infiltration and inflow. It is slightly higher than Heber City’s actual average yearly flow per capita therefore, to be prudent, 320 gpd per residential connection will be used in this study.

It should be noted that there has been a downward trend in the summer flow rate over the past ten years. This may be due to the installation of the secondary irrigation system and/or a reduced ground water table. The City should consider adjusting the average yearly flow criteria down, if the downward trend continues and if the State rules change to allow new sewer systems to be designed below 100 gpd per capita.

**Projected Number of Sewer Connections**

The projected number of new residential sewer connections is determined using the growth numbers in Chapter 3. The residential connections are assumed to increase at the same rate as population growth. In 2010 there were approximately 3,348 residential sewer connections.

Commercial, church/government, and other non-residential connections are assumed to increase at a rate equal to the City’s historical increase in commercial connections. However, City records

show that the increase in new connections over the last five years has averaged 1.7 percent per year. Due to the recent recession an expected average growth rate of 1 percent per year for non-residential connections is used for this study. In 2010 there were 283 commercial, church, and government sewer connections.

### **Infiltration and Inflow**

Infiltration and inflow increase flow in the sewer lines can cause higher sewer treatment costs. If these additional flows are large, they may cause the flow to exceed the capacity of the lines. In 1939, Heber City constructed a large portion of the existing sewer system. The sewer lines were constructed using caulked mortar joints, which have since developed leaks. These leaking joints have acted as subsurface drains allowing groundwater to infiltrate into the sewer line during the summer months.

A study conducted in 1972 showed that Heber City had an average increase of more than eight times the amount of winter flow during the summer months when irrigation water was delivered to the city. From 1972 to 1976, subsurface drains were installed in Heber City to reduce the infiltration into the system. Additional lines were installed in 1983 to further reduce the infiltration by draining groundwater away from sewer lines. These additional drains reduced the amount of flow to the HVSSD by approximately 91 mg a year.

Further reductions in infiltration have resulted from the Wasatch County Water Efficiency Project, constructed by the Central Utah Conservancy District. In 2001 this project was completed and began operation in Heber City and Wasatch County. It replaced a majority of the flood irrigation with a pressurized irrigation system that lowered the groundwater table in the area. The current ditch system in Heber City conveys irrigation water to the central portions of town without pressurized irrigation. Prior to 2006, there was not flow control on the ditches. As of 2006, the ditches are controlled and turned off during non-use times. Figure 5-3 shows the effects of the flood irrigation and ditch system changes on sewer infiltration.

While major strides have been made to reduce infiltration and inflow in Heber City's sewer system, it continues to contribute an estimated 17.8 percent of the flow during the summer and should to be monitored for opportunities for further reductions. Observing high flow lines in late evening or early morning, when low flow should be present, could indicate excessive infiltration. Observing seasonal surcharging may indicate infiltration or other inflow problems. Based on the problems found, decisions can be made on the type of improvements needed. Improvement options may include the following:

- Fix existing leaking manholes
- Slip-line leaking pipes
- Replace leaking pipes
- Construct new drainage lines

These improvements can reduce sewer flow and lower treatment costs from the HVSSD. As the population grows, Heber City should explore additional opportunities to reduce infiltration and inflow.

**Summary of Projected Sewer Flow**

The projected population, historical sewer flow, and design criteria were used to project the sewer flow through the year 2030. Infiltration and inflow in the amount of 34 percent is used. The State design requirements for new sewer systems is 100 gallons per capita per day. Heber has on average 3.16 persons per household. This equates to an Average Yearly flow of 320 gpd per ERU, which is slightly lower than recent historical flow including infiltration.

Sewer lines are designed to provide capacity for the Peak Hourly flow with the lines at no more than 75 percent of full capacity. The ratio of the Peak Hourly flow to the Average Yearly flow is referred to as the peaking factor. Peaking factors are higher for collector lines than for outfall or interceptor lines because the peak is reduced as the distance from the source increases. Peaking factors for Heber City are based on the State Department of Environmental Quality (DEQ) recommendations of 2.5 for interceptor and outfall sewers and 4.0 for laterals and collector sewers. Table 5-2 shows the projected Average Yearly flow through the planning period with the additional contribution from TCSSD at the HVSSD outfall line. It is assumed that one fourth of the TCSSD Ultimate build out flow of 540 mg (4,626 ERU at 320 gpd/ ERU) will occur in the next 20 years.

**Table 5-2 Projected Sewer Flow in Five Year Increments**

Year	Projected ERU's	Average Yearly (gpd / ERU)	Average Yearly Flow		TCSSD Flow (mg)
			(mgd)	(mg)	
2010	4,550	320	1.46	531	30
2015	5,493	320	1.76	642	44
2020	6,666	320	2.13	779	64
2025	7,300	320	2.34	853	93
2030	7,997	320	2.56	934	136

## 5.3 Sewer System Analysis and Level of Service

Heber City's sewer system was analyzed to find the existing capacity and Level of Service (LOS). Future improvements needed to maintain the existing LOS were determined. This section describes the existing sewer system, along with a discussion of the concerns and improvements necessary to maintain the current LOS with future population growth. State and Heber City standard requirements will be used as criteria to analyze the sewer system. Information obtained from a computer sewer model of Heber's system will be presented with the recommended improvements needed to meet the projected population's sewer flow. Figure 5-4 shows the existing sewer system.

### Level of Service

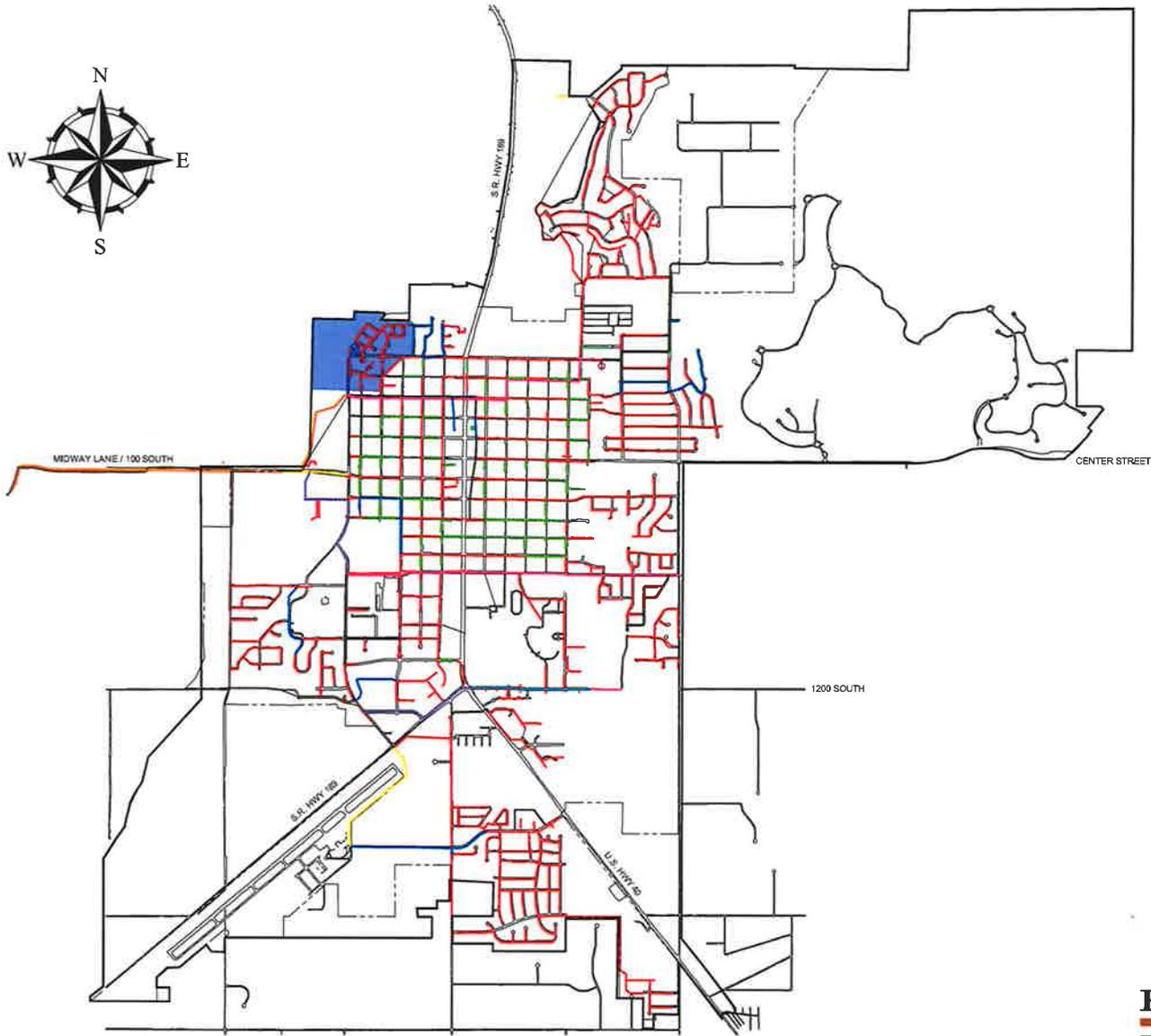
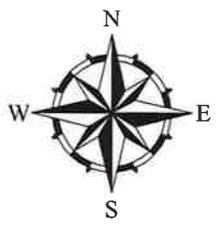
The existing sewer system of Heber City serves its residents with no interruption. Each pipe in the system is checked to ensure it is in good condition and large enough for its designated flow. Heber City has approximately 45 miles of sewer lines that collect the sewer and convey it to the HVSSD with 36-inch and 21-inch outfall lines. Collection lines in the city range from 6-inch to 18-inch mains and carry an average flow of 400 mg per year. Originally, Heber City's sewer system was setup with two main trunk lines located along 600 West and 300 North, which carried all of the flow from the city to the outfall line located at 600 West 300 North. Flows from 600 West were diverted at 100 South and carried to the outfall line on Midway Lane. Two new 18-inch main trunk lines were later constructed. One line was constructed along 300 North and 400 North which conveys all of the flow from the Valley Hills area and new development on the east side of Heber. The other 18-inch line was constructed along 600 South to service Twin Creeks Special Service District and development in the south and east portions of Heber.

The ERU capacity of incremental sewer line sizes is shown in Table 5-3. The capacity is calculated at 75 percent of full capacity, using minimum slopes, a PVC roughness coefficient, and an appropriate peaking factor. As discussed in the previous section, outfall and interceptor lines experience smaller peaks than collector lines do, therefore a smaller peaking factor is used. Table 5-3 also represents sewer line capacities and the current sewer LOS that existing residents in Heber City experience.

**Table 5-3. Sewer Line Capacity by Pipe Size**

Size	Percent of Full Capacity	Min. Slope @ 2 fps	Capacity @ Min. Slope	PF	Capacity @320gpd * PF
(in)		(ft/ft)	(mgd)		ERU
8	75	0.00334	0.44	4	344
10	75	0.00248	0.69	4	539
12	75	0.00194	0.99	4	773
15	75	0.00144	1.54	4	1,203
18	75	0.00113	2.22	2.5	2,775
21	75	0.00092	3.03	2.5	3,788
24	75	0.00077	3.95	2.5	4,938
30	75	0.000571	6.17	2.5	7,713
36	75	0.000449	8.9	2.5	11,125

FIGURE 5-4  
**HEBER CITY**  
 EXISTING  
 SEWER SYSTEM



**LEGEND**

ULTIMATED BUILDOUT BOUNDARY  
 HEBER CITY BOUNDARY  
 EXISTING ROADS

**EXISTING SEWER LINES**

PIPE SIZE (Inches)	PIPE COLOR
6	Green
8	Red
10	Blue
12	Black
15	Yellow
18	Orange
21	Purple
24	Light Blue
30	Dark Blue
36	Dark Blue

6" FORCED MAIN LIFT STATION  
 LIFT STATION AREA

**HORROCKS**  
 ENGINEERS

728 WEST 100 SOUTH #2  
 HEBER CITY, UTAH 84002  
 (435) 854-2226

### **Computer Model of Sewer System**

A computer program called *SewerCAD V 8i* was used to model Heber City's sewer system. The program uses the flows generated by each sewer connection to calculate the full flow, maximum flow, and flow velocity for each pipe. From the output of the model, the amount of sewer flowing in each line can be approximated. Information for the existing sewer system, including the pipe diameters, lengths, manhole locations, and invert elevations, were obtained from a survey completed in 2002 by Horrocks Engineers for Heber City, and from mapping produced by Heber City in 2009.

Using the ultimate buildout conditions and the anticipated zoning in undeveloped areas, the projected number of future ERU's were calculated. Flows metered at HVSSD and a few other chosen locations in Heber City were used to calibrate the existing sewer system model. The additional flows generated by the future ERU's were entered into the sewer model, producing projected sewer flows into the existing and newly proposed interceptor lines. The model was run to determine upgrades needed for demands on the existing sewer system and the additional demands placed on the system in the future.

The existing sewer system was modeled using peaking factors to determine the peak hour flow. Any mains approaching a service level of 75 percent of full capacity were identified as in need of expansion. Detail for the models runs are shown in Appendix C.

All mains in the existing sewer system have sufficient capacity to handle current flows except for the 15-inch main on 100 South running from 800 West to 930 West. This main will need to be up sized soon from 15-inches to 30-inches. The mains in the existing sewer system have sufficient remaining capacity to handle the additional future flows except for the following: 1) The 8-inch main from 500 North to 300 North between 200 West and 300 West. An additional 21-inch line will need to be installed to pick up the additional flows from the north. 2) The 21-inch line from 930 West and South Field Road will ultimately need to be replaced with a 30-inch line. 3) The 21-inch line that runs along the Sagebrush and Spring Creek Canal between 300 North and 100 South will ultimately need to be replaced with a 24-inch line.

Additional sewer facilities that will need to be constructed to maintain the current sewer LOS as the City develops to the North, South, and East are shown in Figure 5-1. These make up the backbone sewer system and generally consist of mains 10-inches and larger.

A summary of the recommended future improvements and estimated costs are shown in Table 5-4. Improvements generated by future growth are shown. With contingencies, engineering, construction management and inspection, the total estimated cost is \$5,239,570. A breakdown of the costs and assumptions are shown in Appendix C.

**Table 5-4 Heber City's Estimated Cost of Future Sewer Improvements**

ULT	CIP #	Recommended Improvements	Size (in)	Total Cost	Funding Proportionate Share Analysis							
					Operating		Other <sup>1</sup>		Developer		Impact Fees	
					%	\$	%	\$	%	\$	%	\$
	S-002	Airport line from Lift Station	8	\$0	0%	\$0	100%	\$0	0%	\$0	0%	\$0
	S-004	500 East, 1200 S to Hwy 40	10	\$204,574	0%	\$0	0%	\$0	80%	\$163,659	20%	\$40,915
	S-005	North Highway 40 Pipeline	18	\$1,277,367	0%	\$0	0%	\$0	44%	\$562,041	56%	\$715,326
	S-007	1200 South, 850 E to 1200 E	10	\$221,921	0%	\$0	0%	\$0	80%	\$177,537	20%	\$44,384
	S-010	Complete - NA	12	\$0	0%	\$0	0%	\$0	100%	\$0	0%	\$0
	S-018	Northwest Pipe Line, Hwy 40 to 300 N	18	\$2,500,000	0%	\$0	54%	\$1,357,209	0%	\$0	46%	\$1,142,791
	S-020	Aerial Digital Map Updates (4 times)		\$5,500	0%	\$0	0%	\$0	0%	\$0	100%	\$1,375
	S-021	Master Plan Update (4 times)		\$176,000	0%	\$0	0%	\$0	0%	\$0	100%	\$44,000
	S-022	Airport Lift Station		\$0	0%	\$0	0%	\$0	0%	\$0	0%	\$0
	S-023	Highway 40, 2800 S to 2200 S (West)	8	\$678,616	0%	\$0	0%	\$0	0%	\$0	100%	\$678,616
	S-024	1500 West, 100 S to 1200 S	12	\$876,583	0%	\$0	0%	\$0	67%	\$587,311	33%	\$289,273
	S-025	SS Canal, 300 N to 100 S	24	\$609,466	0%	\$0	0%	\$0	0%	\$0	100%	\$609,466
	S-026	SR-113, 800 W to 930 W	30	\$77,786	0%	\$0	0%	\$0	0%	\$0	100%	\$77,786
	S-027	SR-113, 930 W to South Field Rd	30	\$0	0%	\$0	0%	\$0	0%	\$0	0%	\$0
	S-028	1000 East, 1200 S to 2000 S	10	\$327,611	0%	\$0	0%	\$0	80%	\$262,089	20%	\$65,522
	S-030	Highway 40, 2800 S to E. Airport Rd (East)	8	\$519,410	0%	\$0	0%	\$0	100%	\$519,410	0%	\$0
<b>TOTAL EXPENDITURES</b>				<b>\$7,474,834</b>		<b>\$0</b>		<b>\$1,357,209</b>		<b>\$2,272,047</b>		<b>\$3,845,578</b>

NOTES:

1. "Other" includes grants, special assessments, previously collected impact fees, and fund from Twin Creeks Special Service District.
2. A total of \$1,357,209 listed in the "Other" column is funded by the existing impact fee account in July 2015.
3. Assumed 3.0 % interest rate on bonds. All bonds assumed to be paid off by 2035.
4. The aerial digital map and Master Plan update need to be done 4 times in the next 20 years. Amount in "Impact Fee" column is 1/4 the total cost in 20 years
5. ERU's based on 2035 ERU projection minus Red Ledges units because they are served by Twin Creeks and do not pay sewer impact fees.

## 5.4 Economic Feasibility Analysis

The two types of funding for Heber City's sewer system are operating and non-operating. Independently, these two funds should generate sufficient revenue to fund the respective needs of the sewer system. Operating expenses include the monies used for personnel and contractual services, betterment and replacement type capital improvement projects, materials, supplies, depreciation, and other operating expenses. Revenue to fund these operating expenses is generated from sewer user fees.

Non-operating expenses comprise expansion type capital improvement projects, developer reimbursements, master planning, aerial mapping, and bond repayment. The revenue for non-operating expenses is generated from impact fees. Generally, operating expenses should be funded by the existing connected population, and non-operating expenses necessary for future development should be paid by the future population by way of impact fees.

In this section, only the non-operating expenses are discussed. Projected revenue and expenditures have been analyzed to determine if present fees are sufficient to fund the recommended improvements and other related expenditures.

### **Impact Fee Fund**

The Impact Fee fund or capital project fund is used to fund improvements needed to maintain the current LOS and meet the increased flows due to the growth. Revenue is currently generated from the "impact fee" charged to new development. This revenue is used for capital improvement projects and debt service.

Currently, the impact fee charged to new development is \$1,337 per ERU or per 320 gpd of Average Yearly flow. Table 5-5 shows the new calculated impact fee based on the estimated cost of the required improvements every five years. With bond interest added, the new total proportionate share for impact fees for the next 20 years is \$3,958,098. The projected new number of residential and non-residential ERU's is 2,369. A new impact fee of \$1,887 per ERU is recommended.

The impact fee amount was calculated by taking the total cost of improvements associated with impact fees, plus the necessary bond interest payments, divided by the projected new ERU's for 20 years. The impact fees for all 20 years are shown in 2015 equivalent dollars. Bonding was necessary when projects were grouped into five year windows and there were insufficient impact fees collected, during the earlier years, to cover the five year projected improvement costs.

By considering the full 20 years window to determine the projected impact fees, and then grouping the projects into five year increments, the impact fees are distributed evenly to all development in the 20 year plan. Development within the 20 year planning window will all pay equally for future projects; therefore, earlier developments only pay their fair share of facilities that also benefit later developments.

Since the order in which development will occur throughout the City is not known exactly, the project order may change as development dictates project needs. Table 5-5 also illustrates how the collected impact fee money will be expended within five years of the time of collection. This

allows for a one year buffer to ensure compliance with the law's six year expenditure requirement. The fees should be analyzed at each 5-Year Master Plan Update to keep abreast of inflation and rising construction costs.

### **Other funding Sources**

Table 5-5 lists other funding sources that could be potential resources of money. Bonds are listed, and the anticipated bond debt service payments are figured into the impact fee calculation. Potential grants have not been included as a funding source. Any grants that may be awarded in the future would reduce funding requirements. Heber City does not currently charge any special assessment fees.

### **Developer Contributions**

The City has a policy that developers are responsible for 100 percent of the cost of on-site improvements needed to serve their development. Developers are also responsible for extending any off-site services needed to serve their development. Reimbursement for a portion of these costs may be available through reimbursement agreements or from impact fees to oversize facilities identified in this Master Plan. The City will reimburse developers of any over sizing of mains above 8-inches as impact fee funds are available.

**Table 5-5 Projected Impact Fee Revenue and Expenditure Plan**

Impact Fee Expenditure Plan						Impact Fee Balance	Bond Loan Plus Payments	Fund Running Balance
Year	ERUs <sup>2</sup>	Impact Fee Collected (\$)	5-year Available Funds (\$)	Improvement Projects <sup>1</sup>	5-year Improvement Costs (\$)			
2016	95	\$179,806		S-026 S-020		(\$2,096,724)	\$0	
2017	97	\$183,598		S-007 S-021			\$0	
2018	99	\$187,468		S-023 S-005			\$0	
2019	101	\$191,419		S-018 S-024			\$0	
2020	104	\$195,450	<b>\$937,741</b>	S-004	\$3,034,465		\$2,100,000	\$3,276
2021	113	\$212,815		S-028 S-020		(\$175,910)		
2022	115	\$217,589		S-021		(\$175,910)		
2023	118	\$222,469				(\$175,910)		
2024	121	\$227,456				(\$175,910)		
2025	123	\$232,554	<b>\$1,112,884</b>		\$110,897	\$1,001,987	(\$300,910)	\$713
2026	126	\$237,763		S-025 S-020		(\$161,256)		
2027	129	\$243,088		S-021		(\$161,256)		
2028	132	\$248,530				(\$161,256)		
2029	135	\$254,092				(\$161,256)		
2030	138	\$259,777	<b>\$1,243,250</b>		\$654,841	\$588,409	\$71,744	\$15,843
2031	111	\$210,358		S-020		(\$212,133)		
2032	113	\$214,131		S-027 S-021		(\$212,133)		
2033	116	\$217,971				(\$212,133)		
2034	118	\$221,879				(\$212,133)		
2035	120	\$225,857	<b>\$1,090,196</b>		\$45,375	\$1,044,821	(\$212,133)	\$0
2,323		\$4,384,070			\$3,845,578	<b>\$538,492</b>	(\$538,492)	

Estimated ERU's<sup>5</sup> =

2,323

Impact Fee per ERU (no bonding) = \$1,655

Impact Fee per ERU with Bond Interest = **\$1,887**

NOTES:

1. "Other" includes grants, special assessments, previously collected impact fees, and fund from Twin Creeks Special Service District.
2. A total of \$1,357,209 listed in the "Other" column is funded by the existing impact fee account in July 2015.
3. Assumed 3.0 % interest rate on bonds. All bonds assumed to be paid off by 2035.
4. The aerial digital map and Master Plan update need to be done 4 times in the next 20 years. Amount in "Impact Fee" column is 1/4 the total cost in 20 years
5. ERU's based on 2035 ERU projection minus Red Ledges units because they are served by Twin Creeks and do not pay sewer impact fees.

**Assessing Sewer Impact Fees**

Impact fees in this Master Plan assume an average of 320 gpd for residential connections and 1248 gpd (3.9 ERUs x 320 gpd per ERU) for non-residential connections at the HVSSD treatment plant. All single family and multifamily residential is assessed 1 ERU per unit regardless of size since water meter records have not show a consistent measureable difference in the indoor usage among various units. Non-residential, however, has significant variations and requires an accurate method to calculate the actual fees when a building permit is requested. The method used is based on the proposed water usage, fixtures, and any other information available to estimate the property's s impact on the sewer system.

Non-residential property is assumed to generate wastewater in quantities equal to the average water usage. Sewer fixtures are counted, weighted according to unit values from the International Plumbing Code, and multiplied by a flow per fixture unit to estimate the combined average flow

that would be generated from the property. This flow must then be divided by the winter residential generation rate of 211 gpd/ERU, representing no inflow/infiltration, in lieu of the 320 gpd/ERU to accurately determine the ERU's for a property.

For example, if a new retail property has two toilets that have a value of four fixture units each and two sinks that have a value of two fixture units each, the property would be assigned a total of twelve fixture units. If the average flow for similar properties was determined to be 20 gpd per unit, the estimated flow for the new property would be 240 gpd. Dividing this flow by 211 gpd per connection, which is the equivalent flow at the house after infiltration is deducted from the HVSSD treatment plant flow, would equate to 1.14 ERU's for the retail property. Table 5-6 lists the unit values for various types of fixtures per the International Plumbing Code, Table 709.1. The minimum ERU's allowed by Heber City for new non-residential properties is 1 ERU per connection.

**TABLE 5-6. Fixture Type and Unit Value (IPC Table 709.1)**

FIXTURE TYPE	UNIT VALUE
Automatic clothes washers – Commercial	3
Automatic clothes washers – Residential	2
Bathroom group - (<=1.6 gpf)	5
Bathroom group - (>1.6 gpf)	6
Bathtub – w/wo shower or whirlpool	2
Bidet	1
Combination sink and tray	2
Dental lavatory	1
Dental unit or cuspidor	1
Dishwashing machine – Domestic	2
Drinking fountain	0.5
Emergency floor drain	0
Floor drain / Janitor Sink	2
Kitchen sink - Domestic	2
Kitchen sink - Domestic w/grinder or dishwasher	2
Laundry tray	2
Lavatory - (Restroom)	1
Shower	2
Sink	2
Urinal	4
Urinal - (<=1.0 gpf)	2
Wash sink - (circular or multiple) each set of faucets	2
Water closet - Flushometer tank, Public or Private	4
Water closet - (<=1.6 gpf) Private	3
Water closet - (>1.6 gpf) Private	4
Water closet - (<=1.6 gpf) Pubic	4
Water closet - (>1.6 gpf) Public	6

# EXHIBIT C

ORDINANCE NO. 2016-5

AN ORDINANCE AMENDING THE CONSOLODATION FEE SCHEDULE **APPENDIX "A"** (**Consolidated Fee Schedule**) ASSOCIATED WITH THE INCORPORATED SEWER IMPACT FEE ANALYSIS, TITLE 3.15 HEBER CITY MUNICIPAL CODE, REVENUE AND FINANCE.

BE IT ORDAINED by the City Council of Heber City, Utah, that Appendix "A" associated with Title 3.15 of the Heber City Municipal Code is amended as and pursuant to the attached Exhibit A. This Ordinance is adopted to reflect the City Council's decision to update and charge a sewer impact fee equal to the costs justified by the Sewer Impact Fee Analysis under the provisions of Utah Code Anno., Section 11-36a-401(1)(b).

This Ordinance shall take effect and be in force after (a) 90 days following 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, and a complete copy has been posted in three public places within Heber City but not prior to the 25th day of January, 2016.

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

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

APPROVED:

\_\_\_\_\_  
Mayor Alan W. McDonald

ATTEST:

\_\_\_\_\_  
RECORDER

Date of First Publishing:  
\_\_\_\_\_

**APPENDIX A  
CONSOLIDATED FEE SCHEDULE**

**IRRIGATION**

<b>Service</b>	<b>Fee</b>
Ditch Irrigation	\$ 15.00 per share with \$7.50 minimum
<b>Secondary Irrigation</b>	
Less than 6,000 square feet	\$ 6.60
6,000 - 9,999 square feet	\$ 11.00
10,000 -14,999 square feet	\$ 16.50
15,000 - 19,999 square feet	\$ 22.00
More than 20,000 per 1K square feet	\$ 27.50

**IMPACT FEES**

<b>Service</b>	<b>Fee</b>
Parks and Trails (Residential Per Lot)	\$ 522.00
Streets and Transportation (Residential Per Lot)	\$ 1,488.00
Multi Family Per Lot	\$ 903.00
Non Residential Per Trip	\$ 86.00
<b>Culinary Water</b>	
Residential (ERU)	\$ 2,622.00
Fee Per .75" Meter (30 gpm max flow)	\$ 2,622.00
Fee Per 1.0" Meter (50 gpm max flow)	\$ 4,662.00
Fee Per 1.5" Meter (100 gpm max flow)	\$ 10,489.00
Fee per 2" Meter (160 gpm max flow)	\$ 18,646.00
Fee per 2.5" Meter (???) Gpm max flow)	\$ 29,135.00
Fee per 3.0" Meter (350 gpm max flow)	\$ 41,954.00
Fee per 4.0" Meter (1,000 gpm max flow)	\$ 74,585.00
<b>Pressurized Irrigation</b>	
Residential	\$ 703.00
Non Residential per irrigated square foot	\$ 0.10
<b>Sewer</b>	
Fee per ERU	\$ <del>1,337.00</del> 1,887.00

**Impact Fees are adjusted January 1st of each year based on prior year, December, ENR 20 City Index.**

ORDINANCE NO. 2016-5

AN ORDINANCE AMENDING THE CONSOLIDATED FEE SCHEDULE, **APPENDIX "A"**, ASSOCIATED WITH THE INCORPORATED SEWER IMPACT FEE ANALYSIS, TITLE 3.15 HEBER CITY MUNICIPAL CODE, REVENUE AND FINANCE.

BE IT ORDAINED by the City Council of Heber City, Utah, that Appendix "A" associated with Title 3.15 of the Heber City Municipal Code is amended as and pursuant to the attached Exhibit A. This Ordinance is adopted to reflect the City Council's decision to update and charge a sewer impact fee equal to the costs justified by the Sewer Impact Fee Analysis under the provisions of Utah Code Anno., Section 11-36a-401(1)(b).

This Ordinance shall take effect and be in force after (a) 90 days following 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, and a complete copy has been posted in three public places within Heber City but not prior to the 25th day of January, 2016.

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

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

APPROVED:

\_\_\_\_\_  
Mayor Alan W. McDonald

ATTEST:

\_\_\_\_\_  
RECORDER

Date of First Publishing:

\_\_\_\_\_

**APPENDIX A  
CONSOLIDATED FEE SCHEDULE**

**IRRIGATION**

<b>Service</b>	<b>Fee</b>
Ditch Irrigation	\$ 15.00 per share with \$7.50 minimum
<b>Secondary Irrigation</b>	
Less than 6,000 square feet	\$ 6.60
6,000 - 9,999 square feet	\$ 11.00
10,000 -14,999 square feet	\$ 16.50
15,000 - 19,999 square feet	\$ 22.00
More than 20,000 per 1K square feet	\$ 27.50

**IMPACT FEES**

<b>Service</b>	<b>Fee</b>
Parks and Trails (Residential Per Lot)	\$ 522.00
Streets and Transportation (Residential Per Lot)	\$ 1,488.00
Multi Family Per Lot	\$ 903.00
Non Residential Per Trip	\$ 86.00
<b>Culinary Water</b>	
Residential (ERU)	\$ 2,622.00
Fee Per .75" Meter (30 gpm max flow)	\$ 2,622.00
Fee Per 1.0" Meter (50 gpm max flow)	\$ 4,662.00
Fee Per 1.5" Meter (100 gpm max flow)	\$ 10,489.00
Fee per 2" Meter (160 gpm max flow)	\$ 18,646.00
Fee per 2.5" Meter (?? Gpm max flow)	\$ 29,135.00
Fee per 3.0" Meter (350 gpm max flow)	\$ 41,954.00
Fee per 4.0" Meter (1,000 gpm max flow)	\$ 74,585.00
<b>Pressurized Irrigation</b>	
Residential	\$ 703.00
Non Residential per irrigated square foot	\$ 0.10
<b>Sewer</b>	
Fee per ERU	\$ <del>4,337.00</del> 1,887.00

**Impact Fees are adjusted January 1st of each year based on prior year, December, ENR 20 City Index.**

**TAB 3**

## SOCIAL HALL LEASE AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between HEBER CITY MUNICIPAL CORPORATION, hereinafter referred to as “the City,” and Timpanogos Valley Theatre, hereinafter referred to as “TVT”.

### WITNESSETH:

In consideration of the covenants and agreements set forth herein, the Parties to this Agreement agree as follows:

1. The City leases to TVT that certain property known as the Heber Social Hall, in accordance with the following terms and conditions.
2. This Lease shall run for twenty- four (24) months, commencing with the date of the execution of this Lease, however, the City shall have the sole right to terminate this Lease, at will, upon a sixty (60) day written notice. TVT shall have a first right of refusal to re-negotiate a new lease upon the condition that TVT matches the competing Lessee offer. Said first right of refusal is limited in scope in that it merely allows TVT the opportunity to negotiate a re-lease with the City pursuant to similar terms of any competing potential Lessee. TVT’s said first right of refusal in no way obligates the City to lease the premises to TVT, nor does it waive the City’s right to terminate this Lease at will. TVT agrees to pay to the City the nominal sum of \$1.00 Dollars (\$1.00) per year.
3. TVT shall be responsible to pay all utilities, except Heber City will provide water and sewer and reimburse TVT for one half of the Questar Gas expenses.
4. TVT shall be responsible for all maintenance on the interior and exterior of the building excepting only normal wear and tear.
5. TVT shall be responsible for keeping the grounds free and clear of trash and debris.

6. Subject to the approval of Heber City, TVT shall be allowed to sublet the premises.
7. TVT shall be responsible to remodel the premises as needed, subject to the approval of the City and in compliance with City Ordinances.
8. TVT shall provide all routine cleaning and associated general maintenance of the building.
9. TVT shall have unrestricted access to the building subject to the requirement that TVT shall make the premises available for lease for either community or private third party events at least 20% or 62 days of the calendar year.
10. The City reserves the right to use the Premises free of charge.
11. The City shall maintain the existing fire insurance on the premises.
12. Heber City will provide \$10,000 (\$5,000 per year) to make improvements to the building during the period of the two year lease.
13. The City shall be responsible to maintain all exterior grounds and shall be responsible for all snow removal of the parking lot. TVT shall be responsible for all other snow removal, including but not limited to all walkways and other access points to the building. TVT shall be responsible to keep the premises free of trash and debris.
14. Subject to City approval, TVT shall seek and install, at its sole expense, signage for exterior of the building.
15. Any structural modification to the Building or Gymnasium floor shall require City Council approval.
16. TVT shall have the right to enter into negotiations with the City to renew the Lease at the end of each term.
17. Notwithstanding TVT's right to approach the City about renewing the Lease, the City shall not be bound to renew.

18. TVT agrees to hold the City harmless from any and all liability that may arise out of the use and occupancy of the premises by TVT, its guests, invitees or its assigns.

19. INSURANCE. Concurrent with the execution of this Lease and as partial performance of the obligations assumed under paragraph 18, TVT shall have from a reliable insurance company or companies authorized to do business in the State of Utah, liability insurance in such minimum amount as may be required by the City pursuant to reasonable exercise of its municipal powers.

19.1. The above insurance policy or policies shall contain an endorsement which provides that the TVT is named insured as it pertains to said leasehold. TVT shall provide the City with written evidence of said insurance (with the insurance company's name and telephone number) at all times this Lease is in effect.

19.2. All insurance policies secured by the TVT providing the coverage which affect the leasehold premises required under this Lease shall require each insurer to notify the City by registered or certified mail of any modification, termination or cancellation of any policy of insurance that affects the leasehold premises no less than thirty (30) days prior to the effective date of such modification, termination or cancellation. Notice by the insurer shall be effective upon the receipt of said notice by the City. In addition to any other requirements of this Lease, the TVT shall notify the City of any modification which affects the leasehold premises, termination or cancellation of any policy of insurance secured by the TVT pursuant to this paragraph as soon as the TVT learns of any such modification, termination or cancellation. Each of said policies shall stipulate that the policy provided coverage is not subordinate to nor contributing with any other insurance coverage held or maintained by the City. The procuring of such policy or policies of insurance shall not be construed to be a limitation upon the TVT's liability or a waiver of performance on the TVT's part of the indemnification and hold harmless provisions of this Lease;

and the TVT understands and agrees that notwithstanding any policy or policies of insurance it remains the TVT's obligation to protect, indemnify and hold harmless the City hereunder for the full and total amount of any damage, injuries, loss, expense, costs or liabilities caused by or in any manner connected with or attributed to the negligent acts or omissions of the TVT, its officers, agents, employees, licensees or the operations conducted by the TVT, or the TVT's use, misuse or neglect of the premises described herein.

20. This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party hereto, or agent of either Party hereto which is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified or altered except in writing approved by the Parties.

21. The Parties each agree that should they default in any of the covenants or agreements contained herein, that the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue 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.

CLERK AND RECORDER  
HEBER CITY MUNICIPAL  
CORPORATION

Attested:

\_\_\_\_\_  
Michelle Limon, City Recorder

By: \_\_\_\_\_  
Alan W. McDonald, Mayor

Timpanogos Valley Theatre

By: \_\_\_\_\_

Title: \_\_\_\_\_

# TAB 4

**HEBER CITY  
CORPORATION  
STAFF REPORT**

Type of Meeting: Regular Meeting	Date: February 4, 2016
Submitted by: Chief Dave Booth	
Approved by: Chief Dave Booth	
Subject: Wasatch County School District M.O.U.	

**PURPOSE**

Establish a current and legal memorandum of understanding (M.O.U.) between Heber City and the Wasatch County School District as it pertains to an officer assigned to the district as a school resource officer.

**RECOMMENDED**

Attached to this staff report is a M.O.U. between Wasatch County School District and Heber City.

With this M.O.U. in place it will enable the Wasatch County School District and the Heber City Police Department to work more efficiently with a clear understanding of previous arrangements.

I would recommend that the M.O.U. be signed and enacted with a resolution by the City Council.

**FISCAL IMPACT**

This M.O.U. outlines that a school resource officer will be provided by the City to the Wasatch County School District for at least a period of four (4) years once the position is authorized through the 2016/17 budget cycle. It is anticipated that this would be effective July 1, 2016. Details of the fiscal impact are outlined in the M.O.U. The four (4) years is in compliance with the federal grant obtained to assist in funding this position. It is anticipated that this position would remain funded indefinitely.

**LEGAL IMPACT**

This M.O.U. has been reviewed and approved by Mark Smedley.

INTER-LOCAL COOPERATION AGREEMENT  
FOR THE PROVISION OF SCHOOL RESOURCE OFFICERS  
IN CERTAIN WASATCH COUNTY SCHOOL DISTRICT SCHOOLS

This Inter-local Cooperation Agreement (hereinafter referred to as "Agreement" is entered into by and between Heber City, a Utah municipal corporation (hereinafter individually referred to as "Heber"), the Heber City Police Department, a division thereof, and Wasatch County School District, a body corporate and politic of the State of Utah (hereinafter individually referred to as "District"), hereinafter collectively referred to as "Parties".

RECITALS:

WHEREAS, the Inter-local Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, authorizes public agencies, including political subdivisions of the State of Utah, to enter into mutually advantageous agreements for joint and cooperative action; and

WHEREAS, each of the parties is a public agency as defined in Title 11, Chapter 13, Utah Code Annotated, and is authorized to enter into this Agreement; and

WHEREAS, the parties, through their respective governing bodies, have determined that the interests and welfare of the general public will best be served by this Agreement; and

WHEREAS, the governing bodies of the parties have, by resolution, agreed to coordinate and finance the placing of police officers as School Resource Officers, (hereinafter referred to as "Officers or SRO") in public schools for the protection and safety of school property and the students; and WHEREAS, grants are available to fund the program through August 31, 2018, after which the funding of the program will come from the parties to this Agreement if both parties agree to continue this service; and

WHEREAS, the Heber City Police Department has the resources to provide a School Resource Officer (hereinafter referred to as "SRO) and manage the school resource officer program.

NOW, THEREFORE, in consideration of the mutual covenants and benefits set forth herein, and further valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT:

1. Purpose. The purpose of this Agreement is to provide a Heber City Police Officer for assignment to designated schools within the District.
2. Assignment of Officer. A Heber City Police Officer will be assigned as a School Resource Officer (SRO) to work within the District's elementary, intermediate and middle school that are within the incorporated boundaries of Heber City. The placement of an officer into which school(s) shall be determined collaboratively by both parties; in the event the parties disagree regarding placement, the District shall be entitled to determine the placement. An SRO will be assigned to the school at minimum of 6.5 hours each school day for 177 school days within each school year.
3. Funding. Funding assistance for the first three years of the SRO program, begin with a federal grant provided by the United States Department of Justice – Community Oriented Policing Services Hiring Grant. The grant award is in the amount of \$125,000.00 which is divided over three years. The breakdown for funding salary and benefits of the SRO shall be as follows:
  - a. Year One. During year one of the grant period, grant award funds will pay \$49,190.85 toward the SRO salary and benefit costs. Any remaining costs after the grant award funds have been disseminated are considered "local share." The local share for year one is anticipated to be \$25,971.74 and will be divided between Heber City and the District as follows: District agrees to fund \$14,284.00 toward the local share. The remaining portion of the local share and any and all additional costs will be the responsibility of Heber City.
  - b. Year Two. During year two of the grant period, grant award funds will pay \$39,930.00 toward the SRO salary and benefit costs. The local share for year two is anticipated to be \$36,360.43 and will be divided between Heber City and the District as follows: District agrees to fund \$19,998.00 toward the local share. The remaining portion of the local share and any and all additional costs will be the responsibility of Heber City.

c. Year Three. During year three of the grant period, grant award funds will pay \$35,879.15 toward the SRO salary and benefit costs. The local share for year three is anticipated to be \$41,554.78 and will be divided between Heber City and the District as follows: District agrees to fund \$22,855.00 toward the local share. The remaining portion of the local share and any and all additional costs will be the responsibility of Heber City.

d. Year Four. Per the terms of the grant, Heber City is required to retain the SRO position for one year after the third year of the grant period. Heber City and the District will be responsible for the salary and benefit costs of the SRO during this year. The District agrees to \$43,329.00 of the SRO salary and benefit costs for this year and all remaining years for the term of this Agreement. The remaining portion of the local share and any and all additional costs will be the responsibility of Heber City

e. Years Five through Ten. For years five through ten of this Agreement, the District agrees to share funding for the salary and benefits of an SRO each remaining year. During these years, the District agrees to fund \$43,329.00 of the SRO salary and benefit costs, each year, plus no more than 2% cost of living increase (contingent on agreement of both Wasatch School District and Heber City).

4. Program Costs. Upon request, Heber City will provide the District a breakdown of the annual cost for the School Resource Officer program. The costs of the program shall include the following:
  - a. The salary of the officer, including benefits and payroll taxes;
  - b. All standard issue equipment provided to a police officer in accordance with the established policies of the Heber City Police Department;
  - c. The automobile provided for each officer, pro-rated over 10 years;
  - d. Any other costs as determined by the parties to this Agreement.
5. District Contribution. The District agrees to provide secure office space, office equipment to include desk, chairs, lockable filing cabinets, computer with access to the internet, telephone, and any other equipment as agreed upon by the District and the Heber City Police Department. Such secure workspace shall be sufficient to allow the SRO to conduct interviews, maintain confidential records, hold standing

meetings, and work with school administrators in identifying problems and evaluating progress under the MOU. School Administrator(s) shall ensure that staff reasonably cooperates with police investigations and any subsequent actions related to crime or criminal activity on campus, to the extent such cooperation is otherwise consistent with the District's legal obligations, particularly as it relates to information sharing and the confidentiality of student education records.

6. Grants and other Funds. The parties to this Agreement agree to cooperate with the Heber City Police Department and the District to secure grants and other funding sources to help offset the continued costs of the program. The parties shall make reasonable efforts to pursue such funding and cooperate in making funding applications and/or requests. All monies received from such funding shall be used in accordance with the terms of the funding requirements and applied to the costs of funding this program pursuant to Paragraph 3 of this Agreement.
7. No Separate Entity Created. This is an Agreement for joint and cooperative action. No separate entity is created.
8. Administration of Agreement. This Agreement shall be administered by the Heber City Police Department Chief of Police or his designee.
9. Supervision of SRO: It is mutually understood that the responsibility of supervising the SRO lies with the Heber City Police Department. The SRO Chain of Command is as follows: SRO reports to his/her Sergeant, the Sergeant reports to the Lieutenant, the Lieutenant reports to the Chief of Police. Any officer complaints shall be addressed by the Lieutenant. SRO performance shall be monitored by the Sergeant, Lieutenant and Chief of Police with feedback from the school(s) and District, along with consideration given to any response received from the community.
10. Partner Roles and Responsibilities. It is mutually understood that the assigned SRO will not respond to or be responsible for requests to resolve routine discipline problems involving students. The administration of student discipline, including student code of conduct violations and student misbehavior, is the responsibility of school administrators. Similarly, although the SRO is a law enforcement officer, it is not the intent of this Agreement to create an environment in which students are subjected to overly punitive criminal enforcement by virtue of the SROs presence in

a school. Thus, the District and Heber City Police Department, through the assigned SROs shall mutually cooperate to implement a partnership that creates improved conditions for development and learning in the educational environment and which is focused on effective, positive school discipline that (a) functions in concert with efforts to address school safety and climate; (b) is not simply punitive; (c) is clear, consistent, and equitable; and (d) reinforces positive behaviors. The parties will work together in good faith to ensure they regularly communicate about, and take steps to address, any issues relating to the implementation of this Agreement.

11. Personnel. The SRO provided under this Agreement shall be selected by the Heber City Police Department Chief of Police, in consultation with, and subject to the approval of the District, which approval shall not be unreasonably withheld. The assigned officer will remain an employee of Heber City, under the control of the Heber City Police Department and subject to the policies and procedures established by the Heber City Police Department and Heber City. The SRO shall adhere to the principles of community policing. The specific hours of the SRO officer shall be determined by the Heber City Police Department and shall reflect the needs of the assigned school(s). These hours could include after-hour duties, time spent in court, time spent attending interagency meetings, and investigating school-related crimes.
12. Activities of the SRO as a School Official. The SRO shall perform the following activities in the SRO's capacity as a "school official":
  - a. Handling requests for calls for service in and around the schools.
  - b. Conducting comprehensive safety and security assessments.
  - c. Assist the schools in developing and implementing safety plans or strategies.
  - d. Integrating appropriate security equipment/technology solutions, including incorporating crime prevention through environmental design (CPTED) as appropriate to enhance school safety.
  - e. Responding to unauthorized persons on school property.
  - f. Serving as liaisons between the school and other police agencies, investigative units, or juvenile justice authorities when necessary; in doing so, the SRO shall comply with applicable civil rights laws and privacy laws.
  - g. Serving as a member of a multidisciplinary school team to refer students to

professional services within both the school (guidance counselors or social workers) and the community (youth and family service organizations).

- h. Building relationships with juvenile justice counselors to help connect youth with needed services.
- i. Developing and expanding crime prevention efforts for students.
- j. Developing and expanding community justice initiatives for students.

13. Activities of the SRO as a Law Enforcement Officer. The following tasks require the SRO to engage in the execution of his/her legal duty as a law enforcement officer.

- a. Investigating suspected criminal activity, including custodial questioning and/or conducting searches of students for law enforcement purposes.

14. Information Sharing. Heber City and the Heber City Police Department acknowledge and agree that SRO access to student education records is generally governed by the Family Educational Rights Privacy Act ("FERPA"). The District will share pertinent information with SROs to the extent permitted by FERPA, and, in the event FERPA is not applicable, pursuant to the Government Records Access and Management Act ("GRAMA").

- a. Education Records.

- i. The District can and will share personally identifiable information from student education records where the SRO is acting in the capacity of a "school official" as set forth in paragraph 12 above. As a "school official" the SRO shall maintain the confidentiality of information shared on this basis and shall not re-disclose this information to any other party, including other members of the Heber City Police Department for law enforcement purposes, except as allowed under FERPA.

- ii. FERPA generally prevents the District from disclosing information from student education records to an SRO where the SRO is acting in the Officer's capacity as a law enforcement officer (i.e., the purpose of the SRO's activity or involvement in the situation is the investigation and prosecution of violations of the criminal laws). To comply with FERPA District officials may appropriately refuse to disclose student

education records to the SRO or other law enforcement officer absent (1) parent consent; (2) a warrant/subpoena; (3) an emergency situation involving an imminent threat to the life/safety of an individual or (4) other exceptions recognized by FERPA.

iii. It is the parties' common understanding that FERPA applies only to information derived from tangible education records, and does not apply to the disclosure of information obtained through personal knowledge or information, even if education records also exist containing that information.

iv. **Law Enforcement Unit Records.** Law enforcement unit records created by Heber City Police Department for a law enforcement purpose which are maintained by Heber City Police Department are not subject to FERPA. Heber City Police Department may share law enforcement unit records with the District to the extent permitted under GRAMA. Once law enforcement unit records are provided to the District and maintained by the District they become student education records protected by FERPA.

15. **SRO Training.** The SRO shall participate in yearly training provided by the State of Utah POST training facility, or a law enforcement agency hosting such training for school resource officers within the State of Utah. The SRO will attend other related training opportunities when available.

16. **Effective Date.** This Agreement becomes effective upon the adoption of a resolution approving this Agreement by the governing body of each of the parties and the Agreement is filed with the keeper of the records for each of the parties.

17. **Term.** The term of this Agreement shall be for 10 years beginning July 1, 2016 (or 2016-2017 school year). Unless terminated earlier pursuant to paragraph 18 below, this Agreement shall terminate on May 31, 2026, or the conclusion of the 2025-2026 school year, at which point it may be re-negotiated.

18. **Withdrawal/Termination by Participant.** A party to this Agreement may withdraw

from participation by (i) giving written notice of withdrawal to the other parties directed to the signatories of this Agreement, served by certified mail, no later than three (3) months prior to the ensuing fiscal year, i.e., the fiscal year that has not been budgeted and/or approved; (ii) in the event of an unforeseen budgetary shortfall, upon ninety (90) days advance written notice; or (iii) for cause in the event of a material breach or disagreement regarding implementation of this Agreement and failure to cure said breach or remedy said disagreement to the satisfaction of the other party within (30) days of receipt of written notice of same. For purposes of this Agreement the fiscal year shall be July 1 to June 30. The notice of withdrawal shall be a resolution of the participants' legislative body, signed by its executive and addressed to the Superintendent of the District.

19. Property. Any property acquired to equip the officers under this Agreement shall become the property of Heber City. Any office space and office equipment provided by any party shall remain the property of that party. Any property acquired with grant money acquired to fund the officer shall become the property of Heber City, unless otherwise agreed to in writing by all the parties of the Agreement.
20. Powers, Immunities, and Privileges of Officers. While performing duties under this Agreement, whether inside or outside the Officer's own jurisdiction, and pursuant to Utah Code Ann. § 11-13-202 and 11-13-203.5 each Officer assigned under this Agreement shall possess:
  - a. All law enforcement powers that the Officer possesses within the Officer's own jurisdiction, including the power to arrest; and
  - b. The same immunities and privileges as if the duties were performed within the Officer's own jurisdiction.
21. Indemnification. Each of the parties agrees to hold the other harmless and to indemnify the other for the acts of its employees, officers, and agents. The SRO shall not be deemed an employee, officer or agent of the District pursuant to this paragraph or otherwise under this Agreement.
22. Governing Law; Modification of Agreement. All questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereto shall be governed by the laws of the State of Utah. This Agreement may not be

amended, changed, modified or altered except by an instrument in writing,  
approved and executed by the governing bodies of each of the parties hereto.

23. Counterparts. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties have signed this Agreement on the dates listed below.

HEBER CITY CORPORATION

\_\_\_\_\_  
Alan McDonald  
Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Mark Anderson  
City Manager

Date: \_\_\_\_\_

WASATCH COUNTY SCHOOL DISTRICT

\_\_\_\_\_  
Mark Davis  
President  
Board of Education

Date: \_\_\_\_\_

\_\_\_\_\_  
Keith Johansen  
Business Administrator

Date: \_\_\_\_\_

HEBER CITY POLICE DEPARTMENT

\_\_\_\_\_  
David Booth  
Chief of Police

Date: \_\_\_\_\_

4838-8585-6812, v. 1



861 Rood Avenue  
 Grand Junction, Colorado 81501  
 Phone: 970.242.0101  
 Fax: 970.241.1769  
[www.armstrongconsultants.com](http://www.armstrongconsultants.com)  
 email: justin@armstrongconsultants.com

## Transmittal

<b>To:</b>	<b>Heber City</b>	<b>Date:</b>	1/19/2016
	Mark Anderson	<b>Re:</b>	<b>Heber City Municipal Airport</b>
	75 N. Main		
	Heber City, UT 84032	<b>Job No.</b>	

Copies	Date	Description
1		2016 FAA Grant Application – Land Acquisition Project

- As Requested
- For Approval
- For Signature

- For Review and Comment
- Approved as Submitted
- Returned for Corrections

- For Your Use
- For Your Files

• **Remarks**

Hi Mark,

Please find enclosed the FAA grant application for the 2016 land acquisition project at the airport. Please sign the application where indicated, scan and email me a copy of the signed application, and then drop the original hard copy in the mail to John Sweeney. I'll email you an example cover letter to use that you can copy and paste onto City letterhead.

Please let me know if you have any questions or concerns.

Thanks,  
Justin

If enclosures are not as listed, please notify us at once.

Signed

Justin Pietz, Planning Manager

**Application for Federal Assistance SF-424**

<b>* 1. Type of Submission</b> <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	<b>* 2. Type of Application</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	<b>* If Revision, select appropriate letter(s):</b> - Select One -  * Other (Specify)
--	--	--

<b>* 3. Date Received:</b>	<b>4. Application Identifier:</b>
----------------------------	-----------------------------------

<b>5a. Federal Entity Identifier:</b>	<b>* 5b. Federal Award Identifier:</b>
---------------------------------------	--

<b>State Use Only:</b>	<b>6. Date Received by State:</b>	<b>7. State Application Identifier:</b>
------------------------	-----------------------------------	---

**8. APPLICANT INFORMATION:**

**\* a. Legal Name:** Heber City Municipal Airport

<b>* b. Employer/Taxpayer Identification Number (EIN/TIN):</b> 87-6000232	<b>*c. Organizational DUNS:</b> 089493811
--	--

**d. Address:**

**\* Street1:** 75 North Main Street  
**Street 2:**  
**\* City:** Heber City  
**County:** Wasatch  
**\* State:** Utah  
**Province:**  
**Country:** USA **\*Zip/ Postal Code:** 84032

**e. Organizational Unit:**

<b>Department Name:</b>	<b>Division Name:</b>
-------------------------	-----------------------

**f. Name and contact information of person to be contacted on matters involving this application:**

**Prefix:** **First Name:** Mark  
**Middle Name:**  
**\* Last Name:** Anderson  
**Suffix:**

**Title:** City Manager

**Organizational Affiliation:**

**\* Telephone Number:** (435) 654-0757 **Fax Number:** (435) 657-2543

**\* Email:** manderson@ci.heber.ut.us

**Application for Federal Assistance SF-424**

\*9. Type of Applicant 1: Select Applicant Type:

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

\* Other (specify):

\* 10. Name of Federal Agency:

FAA Denver Airports District Office

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

\*12. Funding Opportunity Number:

Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Heber City, Wasatch County, Utah

\* 15. Descriptive Title of Applicant's Project:

Acquisition of 2.95 acres of land for runway protection zone control.

**Attach supporting documents as specified in agency instructions.**



**Application for Federal Assistance SF-424**

**\*Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

**INSTRUCTIONS FOR THE SF-424**

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

This is a standard form (including the continuation sheet) required for use as a cover sheet for submission of preapplications and applications and related information under discretionary programs. Some of the items are required and some are optional at the discretion of the applicant or the Federal agency (agency). Required items are identified with an asterisk on the form and are specified in the instructions below. In addition to the instructions provided below, applicants must consult agency instructions to determine specific requirements.

Item	Entry
1.	<p><b>Type of Submission:</b> (Required) Select one type of submission in accordance with agency instructions.</p> <ul style="list-style-type: none"> <li>• Preapplication</li> <li>• Application</li> <li>• Changed/Corrected Application – If requested by the agency, check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this to submit changes after the closing date.</li> </ul>
2.	<p><b>Type of Application:</b> (Required) Select one type of application in accordance with agency instructions.</p> <ul style="list-style-type: none"> <li>• New – An application that is being submitted to an agency for the first time.</li> <li>• Continuation - An extension for an additional funding/budget period for a project with a projected completion date. This can include renewals.</li> <li>• Revision - Any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter(s). More than one may be selected. If "Other" is selected, please specify in text box provided. <ul style="list-style-type: none"> <li>A. Increase Award</li> <li>B. Decrease Award</li> <li>C. Increase Duration</li> <li>D. Decrease Duration</li> <li>E. Other (specify)</li> </ul> </li> </ul>
3.	<p><b>Date Received:</b> Leave this field blank. This date will be assigned by the Federal agency.</p>
4.	<p><b>Applicant Identifier:</b> Enter the entity identifier assigned by the Federal agency, if any, or applicant's control number, if applicable.</p>
5a.	<p><b>Federal Entity Identifier:</b> Enter the number assigned to your organization by the Federal Agency, if any.</p>
5b.	<p><b>Federal Award Identifier:</b> For new applications leave blank. For a continuation or revision to an existing award, enter the previously assigned Federal award identifier number. If a changed/corrected application, enter the Federal Identifier in accordance with agency instructions.</p>
6.	<p><b>Date Received by State:</b> Leave this field blank. This date will be assigned by the State, if applicable.</p>
7.	<p><b>State Application Identifier:</b> Leave this field blank. This identifier will be assigned by the State, if applicable.</p>
8.	<p><b>Applicant Information:</b> Enter the following in accordance with agency instructions:</p> <ol style="list-style-type: none"> <li><b>a. Legal Name:</b> (Required) Enter the legal name of applicant that will undertake the assistance activity. This is the name that the organization has registered with the Central Contractor Registry. Information on registering with CCR may be obtained by visiting the Grants.gov website.</li> <li><b>b. Employer/Taxpayer Number (EIN/TIN):</b> (Required): Enter the Employer or Taxpayer Identification Number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-4444444.</li> <li><b>c. Organizational DUNS:</b> (Required) Enter the organization's DUNS or DUNS+4 number received from Dun and Bradstreet. Information on obtaining a DUNS number may be obtained by visiting the Grants.gov website.</li> <li><b>d. Address:</b> Enter the complete address as follows: Street address (Line 1 required), City (Required), County, State (Required, if country is US), Province, Country (Required), Zip/Postal Code (Required, if country is US).</li> <li><b>e. Organizational Unit:</b> Enter the name of the primary organizational unit (and department or division, if applicable) that will undertake the assistance activity, if applicable.</li> <li><b>f. Name and contact information of person to be contacted on matters involving this application:</b> Enter the name (First and last name required), organizational affiliation (if affiliated with an organization other than the applicant organization), telephone number (Required), fax number, and email address (Required) of the person to contact on matters related to this application.</li> </ol>
9.	<p><b>Type of Applicant:</b> (Required)  Select up to three applicant type(s) in accordance with agency instructions:</p> <ol style="list-style-type: none"> <li>A. State Government</li> <li>B. County Government</li> <li>C. City or Township Government</li> <li>D. Special District Government</li> <li>E. Regional Organization</li> <li>F. U.S. Territory or Possession</li> <li>G. Independent School District</li> <li>H. Public/State Controlled Institution of Higher Education</li> <li>I. Indian/Native American Tribal Government (Federally Recognized)</li> <li>J. Indian/Native American Tribal Government (Other than Federally Recognized)</li> <li>K. Indian/Native American Tribally Designated Organization</li> <li>L. Public/Indian Housing Authority</li> <li>M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)</li> <li>N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education)</li> <li>O. Private Institution of Higher Education</li> <li>P. Individual</li> <li>Q. For-Profit Organization (Other than Small Business)</li> <li>R. Small Business</li> <li>S. Hispanic-serving Institution</li> </ol>

Item	Entry
	T. Historically Black Colleges and Universities (HBCUs) U. Tribally Controlled Colleges and Universities (TCCUs) V. Alaska Native and Native Hawaiian Serving Institutions W. Non-domestic (non-US) Entity X. Other (specify)
10.	<b>Name Of Federal Agency:</b> (Required) Enter the name of the Federal agency from which assistance is being requested with this application.
11.	<b>Catalog Of Federal Domestic Assistance Number/Title:</b> Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable.
12.	<b>Funding Opportunity Number/Title:</b> Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested, as found in the program announcement.
13.	<b>Competition Identification Number/Title:</b> Enter the Competition Identification Number and title of the competition under which assistance is requested, if applicable.
14.	<b>Areas Affected By Project:</b> List the areas or entities using the categories (e.g., cities, counties, states, etc.) specified in agency instructions. Use the continuation sheet to enter additional areas, if needed.
15.	<b>Descriptive Title of Applicant's Project:</b> (Required) Enter a brief descriptive title of the project. If appropriate, attach a map showing project location (e.g., construction or real property projects). For preapplications, attach a summary description of the project.
16.	<b>Congressional Districts Of:</b> (Required) <b>16a.</b> Enter the applicant's Congressional District, and <b>16b.</b> Enter all District(s) affected by the program or project. Enter in the format: 2 characters State Abbreviation – 3 characters District Number, e.g., CA-005 for California 5 <sup>th</sup> district, CA-012 for California 12 <sup>th</sup> district, and NC-103 for North Carolina's 103 <sup>rd</sup> district.
	<ul style="list-style-type: none"> <li>• If all congressional districts in a state are affected, enter "all" for the district number, e.g., MD-all for all congressional districts in Maryland.</li> <li>• If nationwide, i.e. all districts within all states are affected, enter US-all.</li> <li>• If the program/project is outside the US, enter 00-000.</li> </ul>
17.	<b>Proposed Project Start and End Dates:</b> (Required) Enter the proposed start date and end date of the project.
18.	<b>Estimated Funding:</b> (Required) Enter the amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses.
19.	<b>Is Application Subject to Review by State Under Executive Order 12372 Process?</b> Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process. Select the appropriate box. If "a." is selected, enter the date the application was submitted to the State.
20.	<b>Is the Applicant Delinquent on any Federal Debt?</b> (Required) Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes. If yes, include an explanation on the continuation sheet.
21.	<b>Authorized Representative:</b> (Required) To be signed and dated by the authorized representative of the applicant organization. Enter the name (First and last name required), title (Required), telephone number (Required), fax number, and email address (Required) of the person authorized to sign for the applicant.
	A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-100, Application for Federal Assistance (Development Projects)**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 28 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200; no assurance of confidentiality is provided. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the FAA at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

### **INSTRUCTIONS FOR FORM 5100-100**

#### **PART II, SECTION A – Project Approval Information**

Negative answers will not require an explanation unless the federal agency requests more information at a later date. Provide supplementary data for all "Yes" answers in the space provided in accordance with the following instructions.

**Item 1** - Provide the name of the governing body establishing the priority system and the priority rating assigned to this project.

**Item 2** - Provide the name of the agency or board which issued the clearance and attach the documentation of status or approval

**Item 3** - Attach the clearinghouse comments for the application in accordance with the instructions contained in Office of Management and Budget Circular No. A-95. If comments were submitted previously with a preapplication, do not submit them again but any additional comments received from the clearinghouse should be submitted with this application.

**Item 4** - Furnish the name of the approving agency and the approval date.

**Item 5** - Show whether the approved comprehensive plan is State, local, or regional, or if none of these, explain the scope of the plan. Give the location where the approved plan is available for examination and state whether this project is in conformance with the plan.

**Item 6** - Show the Federal population residing or working on the federal installation who will benefit from this project.

**Item 7** - Show the percentage of the project work that will be conducted on federally-owned or leased land. Give the name of the Federal installation and its location.

**Item 8** - Briefly describe the possible beneficial and/or harmful impact on the environment because of the proposed project. If an adverse environment impact is anticipated, explain what action will be taken to minimize the impact. Federal agencies will provide separate instructions if additional data is needed.

**Item 9** - State the number of individuals, families, businesses, or farms this project will displace. Federal agencies will provide separate instructions if additional data is needed.

**Item 10** - Show the Federal Domestic Assistance Catalog number, the program name, the type of assistance, the status and amount of each project where there is related previous, pending, or anticipated assistance. Use additional sheets, if needed.

### **PART III – BUDGET INFORMATION – CONSTRUCTION**

#### **SECTION A. GENERAL**

Show the Federal Domestic Assistance Catalog Number from which the assistance is requested. When more than one program or Catalog Number is involved and the amount cannot be distributed to the Federal grant program or catalog number on an over-all percentage basis, prepare a separate set of Part III forms for each program or Catalog Number.

However, show the total amounts for all programs in Section B of the *basic* application form.

**Item 2** – Show the functional or other categorical breakouts, if required by the Federal grantor agency. Prepare a separate set of Part III forms for each category

#### **SECTION B. CALCULATION OF FEDERAL GRANT**

When applying for a new grant, use the Total Amount Column only. When requesting revisions of previously awarded amounts, use all columns.

**Item 1** - Enter amounts needed for administration expenses including such items as travel, legal fees, rental of vehicles and any other expense items expected to be incurred to administer the grant. Include the amount of interest expense when authorized by program legislation and also show this amount under Section E Remarks.

**Item 2** - Enter amounts pertaining to the work of locating and designing, making surveys and maps, sinking test holes, and all other work required prior to actual construction.

**Item 3** - Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

**Item 4** - Enter basic fees for architectural engineering services.

**Item 5** - Enter amounts for other architectural engineering services, such as surveys, tests, and borings.

**Item 6** - Enter fees for inspection and audit of construction and related programs.

**Item 7** - Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on line 11.

**Item 8** - Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (last resort) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

**Item 9** - Enter the estimated amount of relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing.

**Item 10** - Enter the gross salaries and wages of employees of the grantee who will be directly engaged in performing demolition or removal of structures from developed land. This line should show also the cost of demolition or removal of improvements on developed land under a third party contract. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

**Item 11** - Enter amounts for the actual construction of, addition to, or restoration of a facility. Also, include in this category the amounts of project improvements such as sewers, streets, landscaping, and lighting.

**Item 12** - Enter amounts for equipment both fixed and movable exclusive of equipment used in construction. For example, include amounts for permanently attached laboratory tables, built-in audio visual systems, movable desks, chairs, and laboratory equipment.

**Item 13** - Enter amounts for items not specifically mentioned above.

**Item 14** - Enter the sum of Lines 1-13.

**Item 15** - Enter the estimated amount of program income that will be earned during the grant period and applied to the program.

**Item 16** - Enter the difference between the amount on Line 14 and the estimated income shown on Line 15.

**Item 17** - Enter the amounts for those items, which are a part of the project but not subject to Federal participation (See Section C, Line 26g, Column (1)).

**Item 18** - Enter the estimated amount for contingencies. Compute this amount as follows. Subtract from the net project amount shown on Line 16 the ineligible project exclusions shown on Line 17 and the amount, which is excluded from the contingency provisions shown in Section C, Line 26g, Column (2). Multiply the computed amount by the percentage factor allowed by the grantor agency in accordance with the Federal program guidance. For those grants, which provide for a fixed dollar allowance in lieu of a percentage allowance, enter the dollar amount of this allowance.

**Item 19** - Show the total amount of Lines 16, 17, and 18. (This is the amount to which the matching share ratio prescribed in program legislation is applied.)

**Item 20** - Show the amount of Federal funds requested exclusive of funds for rehabilitation purposes.

**Item 21** - Enter the estimated amounts needed for rehabilitation expense if rehabilitation grants to individuals are made for which grantees are reimbursed 100 percent by the Federal grantor agency in

accordance with program legislation. If the grantee shares in part of this expense, show the total amount on Line 13 instead of on Line 21 and explain in Section E.

**Item 22** - Show the total amount of the Federal grant requested.

**Item 23** - Show the amount from Section D, Line 27h.

**Item 24** - Show the amount from Section D, Line 28c.

**Item 25** - Self-explanatory.

#### **SECTION C. EXCLUSIONS**

**Item 26 a-g** - Identify and list those costs in Column (1), which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of Section B.

Show in Column (2) those project costs that are subject to Federal participation but are not eligible for inclusion in the amount used to compute contingency amounts as provided in the Federal grantor agency instructions.

#### **SECTION D. PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE**

**Item 27 a-g** - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a non-cash contribution, explain what this contribution will consist of.

**Item 27h** - Show the total of Lines 27 a-g. This amount must equal the amount shown in Section B, Line 23.

**Item 28a** - Show the amount that will be contributed by a State or state agency, only if the applicant is not a State or state agency. If there is a non-cash contribution, explain what the contribution will consist of under Section E Remarks.

**Item 28b** - Show the amount that will be contributed from other sources. If there is a non-cash contribution, explain what the contribution will consist of under Section E Remarks.

**Item 28c** - Show the total of Lines 28a and 28b. This amount must be the same as the amount shown in Section B, Line 24.

**Item 29** - Enter the totals of Line 27h and 28c

#### **SECTION E. OTHER REMARKS**

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

## **PART IV – PROGRAM NARRATIVE**

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

### **1. OBJECTIVES AND NEED FOR THIS ASSISTANCE**

Pinpoint any relevant physical, economic, social, financial, institutional, or other problems requiring a solution.

Demonstrate the need for assistance and state the principal and subordinate objectives of the project. Supporting documentation or other testimonies from concerned interests other than the applicant may be used. Any relevant data based on planning studies should be included or footnoted.

### **2. RESULTS OR BENEFITS EXPECTED**

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

### **3. APPROACH**

- a. Outline a plan of action pertaining to the scope and detail of how the proposed work will be accomplished for each grant program. Cite factors, which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as design or technological innovations, reductions in cost or time, or extraordinary social and community involvements.
- b. Provide each grant program monthly or quarterly quantitative projections of the accomplishments to be achieved, if possible. When accomplishments cannot be quantified, list the activities in chronological order to show the schedule of accomplishments and their target dates.
- c. Identify the kinds of data to be collected and maintained, and discuss the criteria to be used to evaluate the results and success of the project. Explain the methodology that will be used to determine if the needs identified and discussed are being met and if the results and benefits identified in Item 2 are being achieved.
- d. List each organization, cooperator, consultant, or other key individuals who will work on the project along with a short description of the nature of their effort or contribution.

### **4. GEOGRAPHIC LOCATION**

Give a precise location of the project and area to be served by the proposed project. Maps or other graphic aids may be attached.

**5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:**

- a. Describe the relationship between this project and other work planned, anticipated, or underway under the Federal Assistance listed under Part II, Section A, Item 10.
- b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.
- c. Discuss accomplishments to date and list in chronological order a schedule of accomplishments, progress, or milestones anticipated with the new funding re-request. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope or objectives have changed or an extension of time is necessary, explain the circumstances and justify. If the total budget has been exceeded or if individual budget items have changed more than the prescribed limits contained in Attachment K, Office of Management and Budget Circular No. A-102, explain and justify the change and its effect on the project.

## Application for Federal Assistance (Development Projects)

### PART II – PROJECT APPROVAL INFORMATION

SECTION A	
<p><b>Item 1.</b> Does this assistance request require State, local, regional, or other priority rating?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Governing Body:</p> <p>Priority:</p>
<p><b>Item 2.</b> Does this assistance request require State, or local advisory, educational or health clearances?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Agency or Board:</p> <p>(Attach Documentation)</p>
<p><b>Item 3.</b> Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>(Attach Comments)</p>
<p><b>Item 4.</b> Does this assistance request require State, local, regional, or other planning approval?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Approving Agency:</p> <p>Date:</p>
<p><b>Item 5.</b> Is the proposal project covered by an approved comprehensive plan?</p> <p style="text-align: center;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Check one: State <input type="checkbox"/> Local <input checked="" type="checkbox"/> Regional <input type="checkbox"/></p> <p>Location of Plan: Heber City Hall, Heber, Utah</p>
<p><b>Item 6.</b> Will the assistance requested serve a Federal installation?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Federal Installation:</p> <p>Federal Population benefiting from Project:</p>
<p><b>Item 7.</b> Will the assistance requested be on Federal land or installation?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Federal Installation:</p> <p>Location of Federal Land:</p> <p>Percent of Project:        %</p>
<p><b>Item 8.</b> Will the assistance requested have an impact or effect on the environment?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>(See instructions for additional information to be provided.)</p>
<p><b>Item 9.</b> Will the assistance requested cause the displacement of individuals, families, businesses, or farms?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Number of: Individuals: Families: Businesses: Farms:</p>
<p><b>Item 10.</b> Is there other related Federal assistance on this project previous, pending, or anticipated?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>(See instructions for additional information to be provided.)</p>

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Heber City has a compatible land use plan in place.

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

**3. Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

**4. Consistency with Local Plans** – The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

**6. Consultation with Users** – In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport which project is proposed.

Yes

**7. Public Hearings** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

Yes

**8. Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

None

**PART II – SECTION C (Continued)**

**9. Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

**10. Land** – (a) The sponsor holds the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

Yes

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land\* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

The sponsor proposes to purchase the subject property.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A"

The sponsor proposes to purchase the subject property.

\*State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

**PART III – BUDGET INFORMATION – CONSTRUCTION**

**SECTION A – GENERAL**

1. Federal Domestic Assistance Catalog Number: 20.106  
 2. Functional or Other Breakout: \_\_\_\_\_

**SECTION B – CALCULATION OF FEDERAL GRANT**

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$ 10,000.00
2. Preliminary expense			
3. Land, structures, right-of-way			1,452,072.00
4. Architectural engineering basic fees			7,500.00
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			20,000.00
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			1,489,572.00
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			1,489,572.00
20. Federal Share requested of Line 19			1,350,000.00
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)			1,350,000.00
23. Grantee share			69,786.00
24. Other shares			69,786.00
25. Total Project (Lines 22, 23 & 24)	\$	\$	\$ 1,489,572.00

**SECTION C – EXCLUSIONS**

Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. <b>Totals</b>	\$	\$

**SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE**

<b>27. Grantee Share</b>		
a. Securities		\$
b. Mortgages		
c. Appropriations (By Applicant)		69,786.00
d. Bonds		
e. Tax Levies		
f. Non Cash		
g. Other (Explain)		
h. TOTAL - Grantee share		
<b>28. Other Shares</b>		
a. State		69786.00
b. Other		
c. Total Other Shares		
<b>29. TOTAL</b>		\$ 139,572.00

**SECTION E – REMARKS**

**PART IV – PROGRAM NARRATIVE (Attach – See Instructions)**

**PART IV**  
**PROGRAM NARRATIVE**  
*(Suggested Format)*

**PROJECT :** Acquisition of 2.95 acres of land for runway protection zone control.

**AIRPORT :** Heber City Municipal Airport

**1. Objective:**

Obtain land within the existing runway protection zone to Runway 22.

**2. Benefits Anticipated:**

The project will ensure that future incompatible development does not occur within the runway protection zone to Runway 22.

**3. Approach:** (See approved Scope of Work in Final Application)

Refer to Scope of Work

**4. Geographic Location:**

Heber City, UT; Heber City Municipal Airport (366)

**5. If Applicable, Provide Additional Information:**

N/A

**6. Sponsor's Representative:** (include address & telephone number)

Mark Anderson  
75 N Main  
Heber City, UT 84032  
435-657-7885

---

## Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

---

Sponsor: Heber City, UT

Airport: Heber City Municipal Airport

Project Number:

Description of Work: Acquisition of 2.95 acres of land for runway protection zone control

A sponsor must disclose in writing any potential conflict of interest to the Federal Aviation Administration (FAA) or pass-through entity. No employee, officer or agent of the sponsor or subgrant recipient shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer or agent,
2. Any member of his immediate family,
3. His or her partner, or
4. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The sponsor's or subgrant recipient's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

Sponsors or subgrant recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by state or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrant recipient's officers, employees, or agents, or by contractors or their agents.

The sponsor or subgrant recipient must maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

1. By checking "Yes," the sponsor or subgrant recipient certifies that it does not have any potential conflict of interest or Significant Financial Interests. By checking "No," the sponsor or subgrant recipient discloses that it does have a potential conflict of interest, which is further explained below.

Yes  No

2. The sponsor or subgrant recipient maintains a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. By checking "No", the sponsor or subgrant recipient discloses that it does not have a written policy, which is further explained below.

Yes  No

3. Explanation of items marked "no":

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Name of Sponsor: Heber City, UT

Name of Sponsor's Designated Official Representative: Mark Anderson

Title of Sponsor's Designated Official Representative: City Manager

**Signature** of Sponsor's Designated Official Representative: \_\_\_\_\_

---

## Selection of Consultants

### Airport Improvement Program Sponsor Certification

---

Sponsor: Heber City, UT

Airport: Heber City Municipal Airport

Project Number:

Description of Work: Acquisition of 2.95 acres of land for runway protection zone control

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326.2 CFR 200. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 2 CFR §§ 200.317-200.326 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

#### Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. Solicitations were or will be made to ensure fair and open competition from a wide area of interest.  
 Yes    No    N/A
  
2. Consultants were or will be selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations after initial selection.  
 Yes    No    N/A
  
3. A record of negotiations has been or will be prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.  
 Yes    No    N/A
  
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was or will be obtained from the Federal Aviation Administration (FAA).  
 Yes    No    N/A

5. The consultant services contracts clearly or will clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.  
 Yes    No    N/A
  
6. Costs associated with work ineligible for AIP funding are or will be clearly identified and separated from eligible items in solicitations, contracts, and related project documents.  
 Yes    No    N/A
  
7. Mandatory contact provisions for grant-assisted contracts have been or will be included in consultant services contracts.  
 Yes    No    N/A
  
8. The cost-plus-percentage-of-cost methods of contracting prohibited under federal standards were not or will not be used.  
 Yes    No    N/A
  
9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was or will be specifically described in the advertisement, and future work will not be initiated beyond five years.  
 Yes    No    N/A

Additional documentation for any above item marked "no":

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Name of Sponsor: Heber City, UT

Name of Sponsor's Designated Official Representative: Mark Anderson

Title of Sponsor's Designated Official Representative: City Manager

**Signature** of Sponsor's Designated Official Representative: \_\_\_\_\_

---

## Drug-Free Workplace Airport Improvement Program Sponsor Certification

---

Sponsor: Heber City, UT

Airport: Heber City Municipal Airport

Project Number:

Description of Work: Acquisition of 2.95 acres of land for runway protection zone control

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

### Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. A statement has been or will be published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.  
 Yes    No    N/A
  
2. An ongoing drug-free awareness program has been or will be established to inform employees about:
  - a. The dangers of drug abuse in the workplace
  - b. The sponsor's policy of maintaining a drug-free workplace
  - c. Any available drug counseling, rehabilitation, and employee assistance programs
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace Yes    No    N/A
  
3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above.  
 Yes    No    N/A

Employees have been or will be notified in the statement required by item 1 above that, as a condition of employment under the grant, the employee will:

- a. Abide by the terms of the statement
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction

Yes  No  N/A

4. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.

Yes  No  N/A

5. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended
- b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency

Yes  No  N/A

6. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.

Yes  No  N/A

Site(s) of performance of work:

**Location 1**

Name of Location: Heber City  
Address: 75 North Main Street  
Heber City, UT

**Location 2 (if applicable)**

Name of Location:  
Address:

**Location 3 (if applicable)**

Name of Location:  
Address:

Additional documentation for any above item marked "no":

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Name of Sponsor: Heber City, UT

Name of Sponsor's Designated Official Representative: Mark Anderson

Title of Sponsor's Designated Official Representative: City Manager

**Signature** of Sponsor's Designated Official Representative: \_\_\_\_\_

---

## Real Property Acquisition Airport Improvement Program Sponsor Certification

---

Sponsor: Heber City, UT

Airport: Heber City Municipal Airport

Project Number:

Description of Work: Acquisition of 2.95 acres of land for runway protection zone control

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in 49 CFR 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Uniform Act), as amended.

### Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The sponsor's attorney or other official has or will have good and sufficient title as well as title evidence on property in the project.  
 Yes  No  N/A
  
2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been or will be extinguished, modified, or subordinated.  
 Yes  No  N/A
  
3. If property for airport development is or will be leased, the following conditions have been met:
  - a. The term is for 20 years or the useful life of the project.
  - b. The lessor is a public agency.
  - c. The lease contains no provisions that prevent full compliance with the grant agreement. Yes  No  N/A
  
4. Property in the project is or will be in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.  
 Yes  No  N/A

5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was (will be) obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.
- Yes  No  N/A
6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces, property interest was or will be obtained for the following:
- The right of flight
  - The right of ingress and egress to remove obstructions
  - The right to restrict the establishment of future obstructions
- Yes  No  N/A
7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:
- Valuation data to estimate the current market value for the property interest acquired on each parcel
  - Verification that an opportunity has been provided the property owner or representative to accompany appraisers during inspections
- Yes  No  N/A
8. Each appraisal has been or will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.
- Yes  No  N/A
9. A written offer to acquire each parcel was or will be presented to the property owner for not less than the approved amount of just compensation.
- Yes  No  N/A
10. Effort was or will be made to acquire each property through the following negotiation procedures:
- No coercive action to induce agreement
  - Supporting documents for settlements included in the project files
- Yes  No  N/A
11. If a negotiated settlement is not reached, the following procedures were or will be used:
- Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property
  - Supporting documents for awards included in the project files
- Yes  No  N/A

12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was or will be established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.

Yes  No  N/A

13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were or will be provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.

Yes  No  N/A

Additional documentation for any above item marked "no":

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Name of Sponsor: Heber City, UT

Name of Sponsor's Designated Official Representative: Mark Anderson

Title of Sponsor's Designated Official Representative: City Manager

**Signature** of Sponsor's Designated Official Representative: \_\_\_\_\_

# TAB 5

# TAB 6

Heber City Council  
Meeting date: February 4, 2016  
Report by: Anthony L. Kohler

## **Re: Ranch Landing Plat F Building D Condominium**

The Petitioner is requesting approval of Ranch Landing Plat F Building D, part of the condominiums at Ranch Landing. The building is part of a larger master plan for Ranch Landing which received preliminary approval in 2007. The proposed development is not subject to the moratorium because its approvals were granted prior to the moratorium.

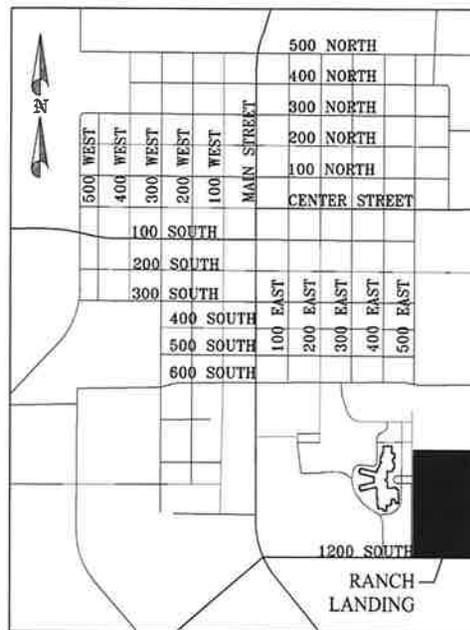
### **RECOMMENDATION**

On January 14, 2016, the Planning Commission recommended approval of the proposed condominium Plat F Building D as consistent with the Ranch Landing Master Plan, Chapter 18.22 Clustered Open Space Zone, and Chapter 18.60 R-3 Residential Zone, conditional upon the following:

1. Developer provide evidence prior to recording the plat that the new building will be included in the Ranch Landing Home Owner's Association and appropriate documents be recorded to accomplish such;
2. Architecture be consistent with prior Ranch Landing Phases;
3. Prior to recording the plat:
  - a. Provide an updated title report prior to recording the plat; and
  - b. Provide a tax clearance from county assessor prior to recording the plat;

# RANCH LANDING - BUILDING 'D'

## FINAL APPLICATION



VICINITY MAP

### SHEET INDEX

1. BUILDING D SITE PLAN
2. BUILDING D PLAT SHEET 1 OF 3
3. BUILDING D PLAT SHEET 2 OF 3
4. BUILDING D PLAT SHEET 3 OF 3
5. UTILITY PLAN
6. SOUTH ROAD PLAN AND PROFILE
7. SOUTH ROAD SEWER PLAN AND PROFILE
8. ROAD CONSTRUCTION DETAILS
9. SEWER CONSTRUCTION DETAILS
10. WATER CONSTRUCTION DETAILS

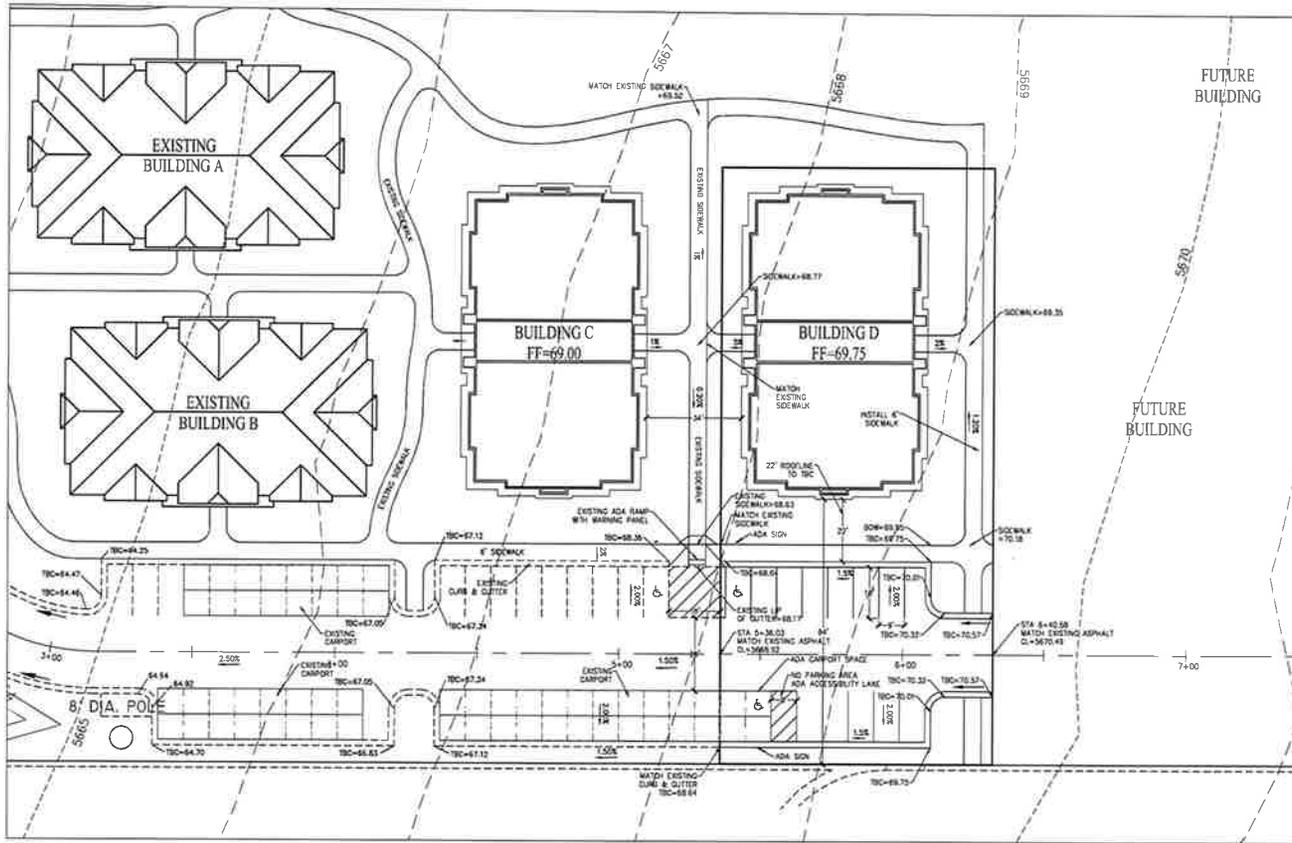
THIS DOCUMENT IS INCOMPLETE AND IS RELEASED TEMPORARILY FOR REVIEW ONLY. IT IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.  
 PAUL D. BERG P.E.  
 SERIAL NO. 290089  
 DATE 18 DEC 2015

HEBER CITY ENGINEER APPROVAL	
BART L. WILFORD	DATE

WATER SUPPLIES
RANCH LANDING
BUILDING D
COVER SHEET

	RESOURCE GROUP, P.C. 380 E. MAIN ST. SUITE 204 MIDWAY, UT 84049 PH: (435) 653-9789
	DESIGN BY: PJD DRAWN BY: CVR

DATE: 18 DEC 2015	SHEET 0
-------------------	------------



- LEGEND**
- PROPOSED PARKING
  - - - FUTURE PARKING
  - - - EXISTING PARKING
  - PROPOSED SIDEWALKS

THIS DOCUMENT IS INCOMPLETE AND IS RELEASED TEMPORARILY FOR INTERIM REVIEW ONLY. IT IS NOT INTENDED FOR CONTRACTUAL BIDDING OR PERMIT PURPOSES.

PAUL D. BERG T.E.  
 SCHEM. NO. 200505  
 DATE 08.02.2005

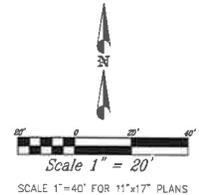
HEBER CITY ENGINEER APPROVAL

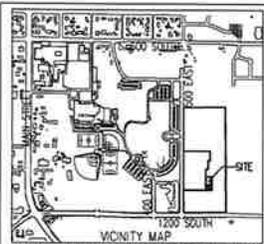
SANT L. MUMFORD DATE

WATTS ENI EXPRESS  
 RANCH LANDING  
 BUILDING D  
 SITE PLAN



DESIGN BY: PDB DATE: 16 DEC 2005  
 DRAWN BY: CVB REV: 1

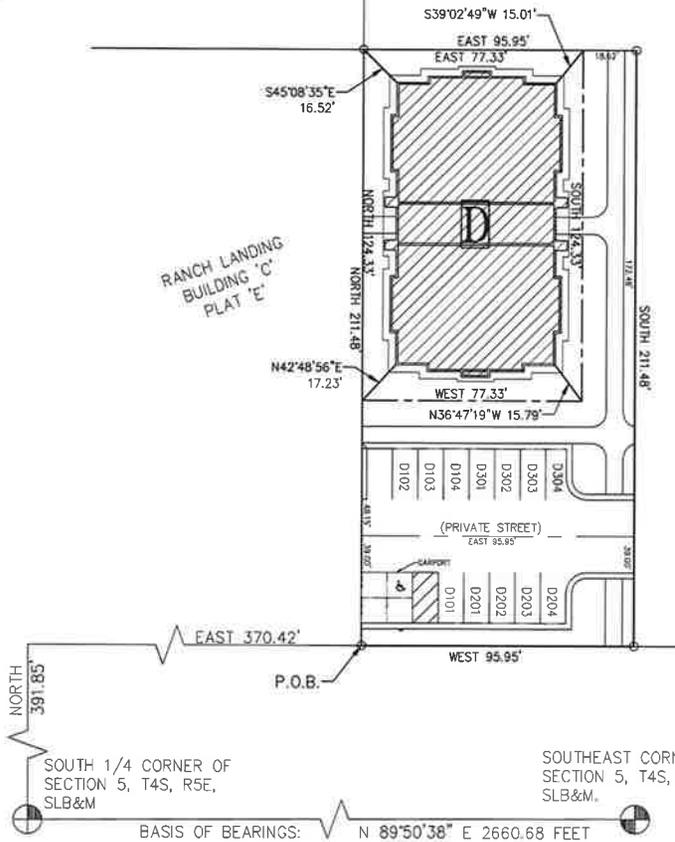
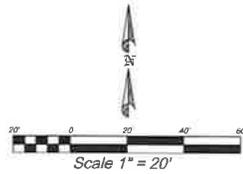




LOCATED IN THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN

RANCH LANDING PLAT 'A'

RANCH LANDING BUILDING 'C' PLAT 'E'



**BASIS OF BEARINGS**  
 THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED AS NORTH 89°50'38" EAST (MEASURED 2660.68') BETWEEN FOUND WASATCH COUNTY SECTION CORNER SURVEY MONUMENTS FOR THE SOUTH ONE-QUARTER AND SOUTHEAST CORNERS OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, IN CONFORMANCE WITH UTAH COORDINATE SYSTEM 1983 CENTRAL ZONE BEARINGS.

**ADDRESS TABLE**

BUILDING	ADDRESS
D	1055 SOUTH 500 EAST BUILDING D

**REPRODUCTION AGREEMENT:**  
 ALL SIDEWALKS AND TRAILS SHOWN ON THIS PLAT ARE REPRODUCTION EASEMENTS AS OUTLINED IN THE REPRODUCTION EASEMENT AGREEMENT CONTAINED IN THE COVENANTS, CONDITIONS AND RESTRICTIONS.

- 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 PROPERTY OWNER.
  - ALL SEWER LATERAL AND THEIR MAINTENANCE TO THE PUBLIC SEWER MAIN SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
  - ALL CULINARY WATER AND SECONDARY WATER SERVICES AND THEIR MAINTENANCE TO THE WATER METER OR SERVICE VAULT SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.



**ACCESS EASEMENT:**  
 AN ACCESS EASEMENT THROUGH RANCH LANDING PLAT 'A' FROM 500 EAST TO PLAT 'F' PROVIDED IN THE TENTH AMENDMENT AND SUPPLEMENT TO DECLARATION OF CONDOMINIUM OF THE LOOKOUT AT RANCH LANDING CONDOMINIUMS AS RECORDED IN ENTRY, \_\_\_\_\_ AS BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ OF THE WASATCH COUNTY RECORDS.

**COUNTY RECORDER**

**COUNTY SURVEYOR'S CERTIFICATE**  
 APPROVED AS TO FORM ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
 ROSE \_\_\_\_\_  
 COUNTY SURVEYOR

**SURVEYOR'S CERTIFICATE**  
 IN ACCORDANCE WITH SECTION 10-96-603 OF THE UTAH CODE, I, BING CHRISTENSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NUMBER 145796 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 \_\_\_\_\_ DEED SEAL BLANK

**BOUNDARY DESCRIPTION**  
 BEGINNING AT THE SOUTHEAST CORNER OF RANCH LANDING PLAT 'E', SAID POINT ALSO BEING NORTH 370.42 FEET AND EAST 274.47 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN;  
 THENCE NORTH 211.48 FEET;  
 THENCE EAST 95.95 FEET;  
 THENCE SOUTH 211.48 FEET;  
 THENCE WEST 95.95 FEET TO THE POINT OF BEGINNING.  
 CONTAINING: 0.47 ACRES

**OWNER'S CONSENT TO RECORD AND DEDICATION**  
 KNOW ALL MEN BY THESE PRESENT THAT I, THE UNDERSIGNED OWNER OF THE TRACT OF LAND DESCRIBED HEREON AS RANCH LANDING PLAT 'F' ALSO KNOWN AS RANCH LANDING CONDOS BUILDING C, A UTAH CONDOMINIUM PROJECT LOCATED ON SAID TRACT OF LAND, HAVE CAUSED A SURVEY TO BE MADE AND THIS PLAT MAP CONSISTING OF THREE SHEETS TO BE PREPARED, AND I DO HEREBY GIVE CONSENT TO THE RECORDED OF THIS PLAT MAP AND DO HEREBY DESIGNATE ALL COMMON SPACE FOR THE USE OF THE CONDOMINIUM OWNERS OF RANCH LANDING PLAT 'F' ALSO KNOWN AS RANCH LANDING CONDOS, A UTAH CONDOMINIUM PROJECT, FOR INGRESS AND EGRESS. THE SAME TRACT OF LAND HAS BEEN SUBDIVIDED INTO CONDOMINIUM UNITS AND COMMON SPACE, AND THE OWNER HEREBY DEDICATES THOSE AREAS LABELED AS COMMON SPACE FOR THE CONSTRUCTION AND MAINTENANCE OF PUBLIC UTILITIES.

IN WITNESS WHEREOF, I HAVE HERUNTO SET MY HAND  
 THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016,  
 BY \_\_\_\_\_, RWK 2006 LLC - RUSS WATTS, MANAGER  
 STATE OF UTAH ) S.S.  
 COUNTY OF WASATCH )  
 ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2016, RUSS WATTS DID PERSONALLY APPEAR BEFORE ME STATING THAT HE IS THE MANAGER OF RANCH LANDING, A UTAH LIMITED LIABILITY COMPANY AND BEFORE ME SIGNED THE FOREGOING OWNERS DEDICATION WHO DULY ACKNOWLEDGED TO ME THAT SAID COMPANY DID EXECUTE THE SAME.  
 MY COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC, \_\_\_\_\_

**ACCEPTANCE BY HEBER CITY**  
 THE CITY COUNCIL OF HEBER CITY, WASATCH COUNTY, STATE OF UTAH, HEREBY APPROVES THIS PLANNED UNIT DEVELOPMENT AND ACCEPTS THE DEDICATION OF PUBLIC UTILITY EASEMENTS HEREON SHOWN.  
 THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_ BY THE  
 APPROVED \_\_\_\_\_ ATTEST \_\_\_\_\_  
 MAYOR CLERK-RECORDER  
 (SEE SEAL 9520)  
 APPROVED \_\_\_\_\_ ATTEST \_\_\_\_\_  
 CITY ATTORNEY CITY ENGINEER  
 (SEE SEAL 9520)

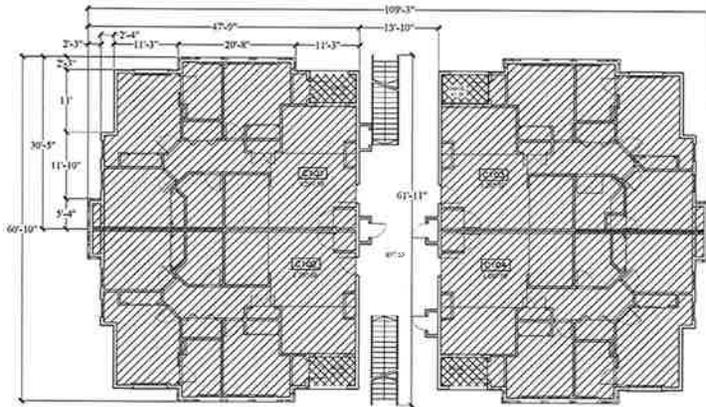
**PLANNING COMMISSION APPROVAL**  
 APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_ BY THE  
 \_\_\_\_\_ HEBER CITY PLANNING COMMISSION  
 PLANNING DIRECTOR CHAIRMAN, PLANNING COMMISSION

**RANCH LANDING PLAT 'F'**  
 ALSO KNOWN AS  
**RANCH LANDING CONDOS BUILDING D**  
 LOCATED IN THE SOUTHEAST QUARTER OF SECTION 5 T4S, R5E, SLB&M  
 A UTAH CONDOMINIUM PROJECT, \_\_\_\_\_ HEBER CITY, WASATCH COUNTY, STATE OF UTAH  
 SCALE: 1" = \_\_\_\_\_ FEET SHEET 1 of 3

SURVEYOR'S SEAL	HEBER PUBLIC SEAL	CITY ENGINEER SEAL	CITY RECORDER SEAL

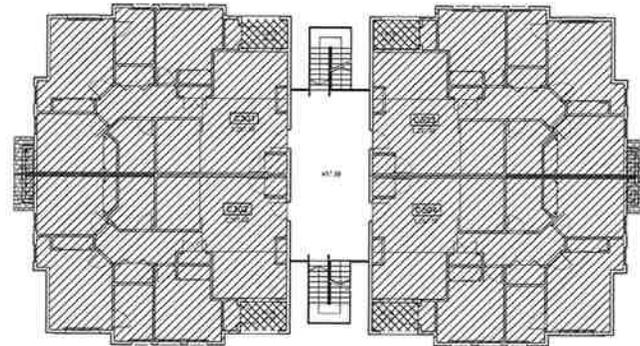
RANCH LANDING PLAT 'F', 16 DECEMBER 2015

SURVEYOR  
 BING CHRISTENSEN, P.L.S.  
 SUMMIT ENGINEERING GROUP, INC.  
 P.O. BOX 176  
 HEBER CITY, UTAH 84032 PHONE:  
 (435) 854-9229  
 DATE OF SURVEY: JULY 2014 ROS #2578

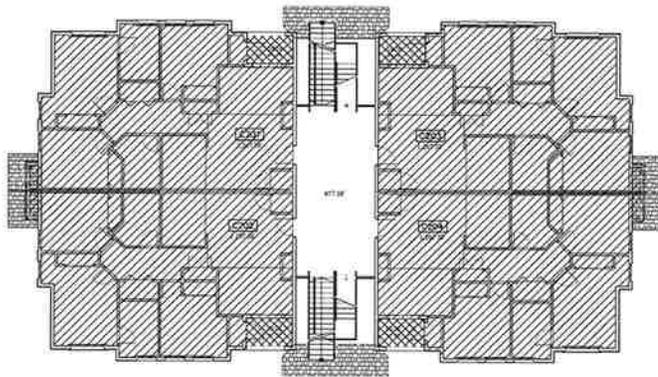


DIMENSIONS SHOWN FOR UNIT C101 ARE TYPICAL FOR ALL UNITS

FIRST FLOOR PLAN



THIRD FLOOR PLAN



SECOND FLOOR PLAN

**1ST FLOOR**  
 LIMITED COMMON 168 SF  
 COMMON AREA 857 SF  
 PRIVATE AREA 4,828 SF

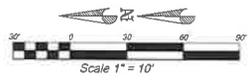
**2ND FLOOR**  
 LIMITED COMMON 168 SF  
 COMMON AREA 857 SF  
 PRIVATE AREA 4,828 SF

**3RD FLOOR**  
 LIMITED COMMON 168 SF  
 COMMON AREA 857 SF  
 PRIVATE AREA 4,828 SF

**LEGEND**

- LIMITED COMMON
- COMMON AREA
- PRIVATE AREA

- NOTES:**
1. PLANS AND DIMENSIONS SHOWN ON THIS PLAT WERE COMPILED FROM ARCHITECTURAL DRAWINGS PREPARED BY LYTGOE DESIGN GROUP, 370 SOUTH MAIN STREET HEBER, UTAH 84032 (435) 654-4064.
  2. ALL UNIT EXTERIOR DIMENSIONS ARE TO THE OUTSIDE WALL.
  3. ALL UNIT INTERIOR DIMENSIONS ARE TO THE MIDDLE OF WALL.
  4. FOR COMPLETE DESCRIPTION OF OWNERSHIP COVENANTS, RESTRICTIONS AND CONDITIONS REFER TO THE RANCH LANDING RECIPROCAL EASEMENT AGREEMENT BOOK \_\_\_\_\_ PAGES.
  5. ALL PRIVATE, COMMON AND LIMITED COMMON AREAS EXTEND TO THE CENTER OF THE WALL.
  6. ALL UNITS HAVE THE SAME INTERIOR DIMENSIONS.



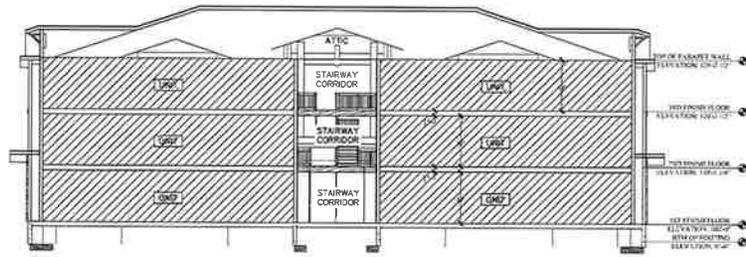
**ADDRESS BLOCK**

UNIT	ADDRESS
101	1015 30TH SBL EMT JMT C201
102	1015 30TH SBL EMT JMT C202
103	1015 30TH SBL EMT JMT C203
104	1015 30TH SBL EMT JMT C204
105	1015 30TH SBL EMT JMT C205
106	1015 30TH SBL EMT JMT C206
107	1015 30TH SBL EMT JMT C207
108	1015 30TH SBL EMT JMT C208
201	1015 30TH SBL EMT JMT C301
202	1015 30TH SBL EMT JMT C302
203	1015 30TH SBL EMT JMT C303
204	1015 30TH SBL EMT JMT C304
205	1015 30TH SBL EMT JMT C305
206	1015 30TH SBL EMT JMT C306
207	1015 30TH SBL EMT JMT C307
208	1015 30TH SBL EMT JMT C308

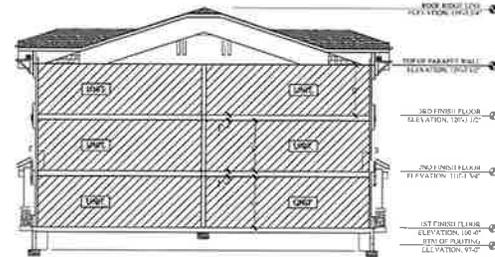
**RANCH LANDING**  
 BUILDING "D"  
 ALSO KNOWN AS  
**RANCH LANDING PLAT F**  
 A UTAH CONDOMINIUM PROJECT, HEBER CITY, WASATCH COUNTY, STATE OF UTAH  
 SCALE: 1" = 30' FEET SHEET 2 of 3

UNAPPORTED SBL	UNAPPORTABLE SBL	OFF-BORDER SBL	OTHER-RECORDING SBL
----------------	------------------	----------------	---------------------

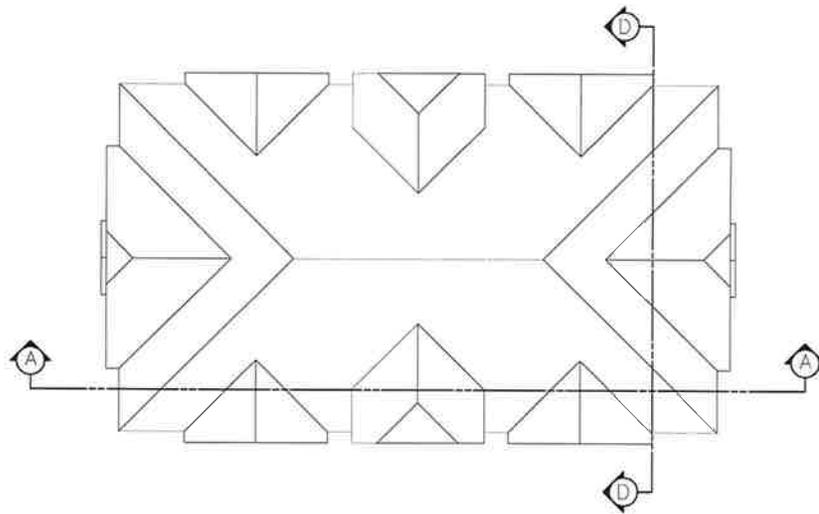
RANCH LANDING BUILDING "D" 15 DECEMBER 2015



TYPICAL SECTION A-A



TYPICAL SECTION D-D



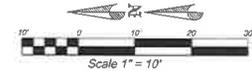
SECTION KEY

**LEGEND**

- LIMITED COMMON
- COMMON AREA
- PRIVATE AREA

**NOTES:**

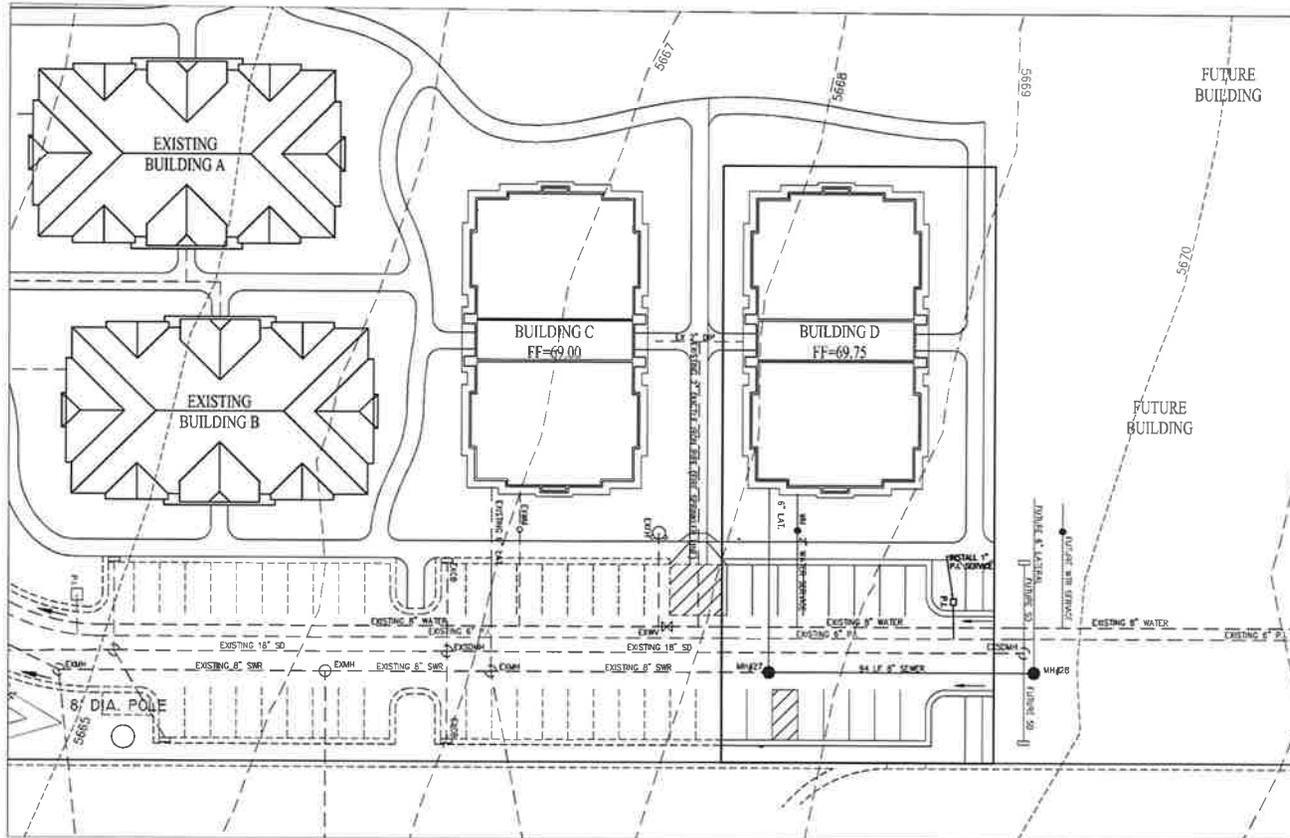
1. PLANS AND DIMENSIONS SHOWN ON THIS PLAT WERE COMPILED FROM ARCHITECTURAL DRAWINGS PREPARED BY LYTHGOE DESIGN GROUP, 370 SOUTH MAIN STREET HEBER, UTAH 84032 (435) 654-4054.
2. ALL UNIT EXTERIOR DIMENSIONS ARE TO THE OUTSIDE WALL.
3. ALL UNIT INTERIOR DIMENSIONS ARE TO THE MIDDLE OF WALL.
4. FOR COMPLETE DESCRIPTION OF OWNERSHIP COVENANTS, RESTRICTIONS AND CONDITIONS REFER TO THE RANCH LANDING RECIPROCAL EASEMENT AGREEMENT BOOK \_\_\_\_\_ PAGES.
5. ALL PRIVATE, COMMON AND LIMITED COMMON AREAS EXTEND TO THE CENTER OF THE WALL.
6. ALL UNITS HAVE THE SAME INTERIOR DIMENSIONS.



FINISHED FLOOR OF BUILDING ELEVATION 100'-0" = 5669.75'  
 BENCHMARK FOR RANCH LANDING IS THE SOUTH QUARTER CORNER MONUMENT OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN. ELEVATION OF MONUMENT = 5664.08 FEET.

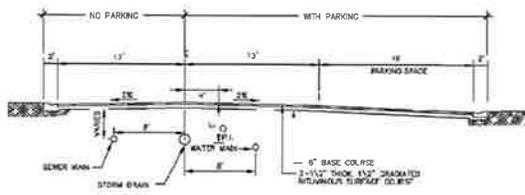
**RANCH LANDING**  
 BUILDING "D"  
 ALSO KNOWN AS  
**RANCH LANDING PLAT F**  
 A UTAH CONDOMINIUM PROJECT, \_\_\_\_\_ HEBER \_\_\_\_\_ CITY, WASATCH COUNTY, STATE OF UTAH  
 SCALE: 1" = 10' FEET SHEET 3 of 3

REVISION NO.	REVISION DATE	BY	CHECKED BY



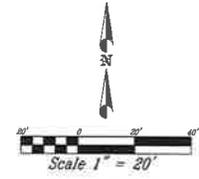
**LEGEND**  
 WM ● WATER METER & 2" SERVICE

THIS DOCUMENT IS INCOMPLETE AND IS RELEASED TEMPORARILY FOR SYSTEM REVIEW ONLY. IT IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.  
 PAUL G. BERG P.E.  
 SERIAL NO. 235555  
 DATE: 15 DEC 2015



**RANCH LANDING PRIVATE STREET DETAIL**  
 NOTE: 12"-18" MIN. A-1-0 SUBBASE MATERIAL REQUIRED BASED UPON ONSTRE TESTING

- FIRE LINE PIPE REQUIREMENTS**
- 2" DUCTILE IRON FIRE LINES OR ANMA PIPE EQUIVALENT TO MATCH THE INSIDE DIAMETER OF DUCTILE IRON PIPE.
  - FIRE SPRINKLER SYSTEM TO BE NFPA 131 SYSTEM
- WATER NOTES:**
- ALL WATER CONSTRUCTION SHALL CONFORM TO HEBER CITY STANDARDS.
  - RANCH LANDING TO BE ON THE UPPER PRESSURE ZONE, 500 EAST AND EVERYTHING WEST OF 500 EAST TO BE ON THE LOWER PRESSURE ZONE.
  - ALL VALVES FROM RANCH LANDING TO 500 EAST TO BE CLOSED. VALVES TO ONLY BE OPENED BY HEBER CITY.
  - 6" OF WATER METERS AND FIRE HYDRANTS SHALL BE 4.0 FEET BOUND SIDEWALK OR CURB & CUTTER.



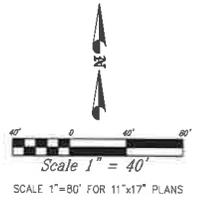
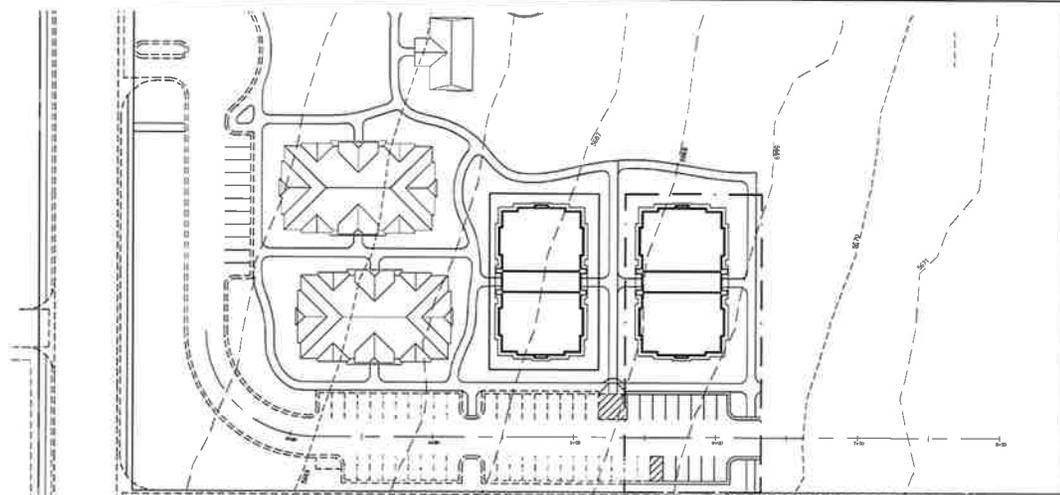
SCALE 1"=40' FOR 11"x17" PLANS

HEBER CITY ENGINEER APPROVAL  
 BART L. MUIRFORD DATE

WAT IS ENT/SPR/SES  
**RANCH LANDING**  
 UTILITY PLAN

**BERG ENGINEERING**  
 RESOURCE GROUP P.C.  
 380 E MAIN ST. SUITE 204  
 MIDLAND, UT 84644  
 PH: (435) 652-9744

DESIGN BY: PDB DATE: 16 DEC 2015  
 DRAWN BY: CVB REV: 5

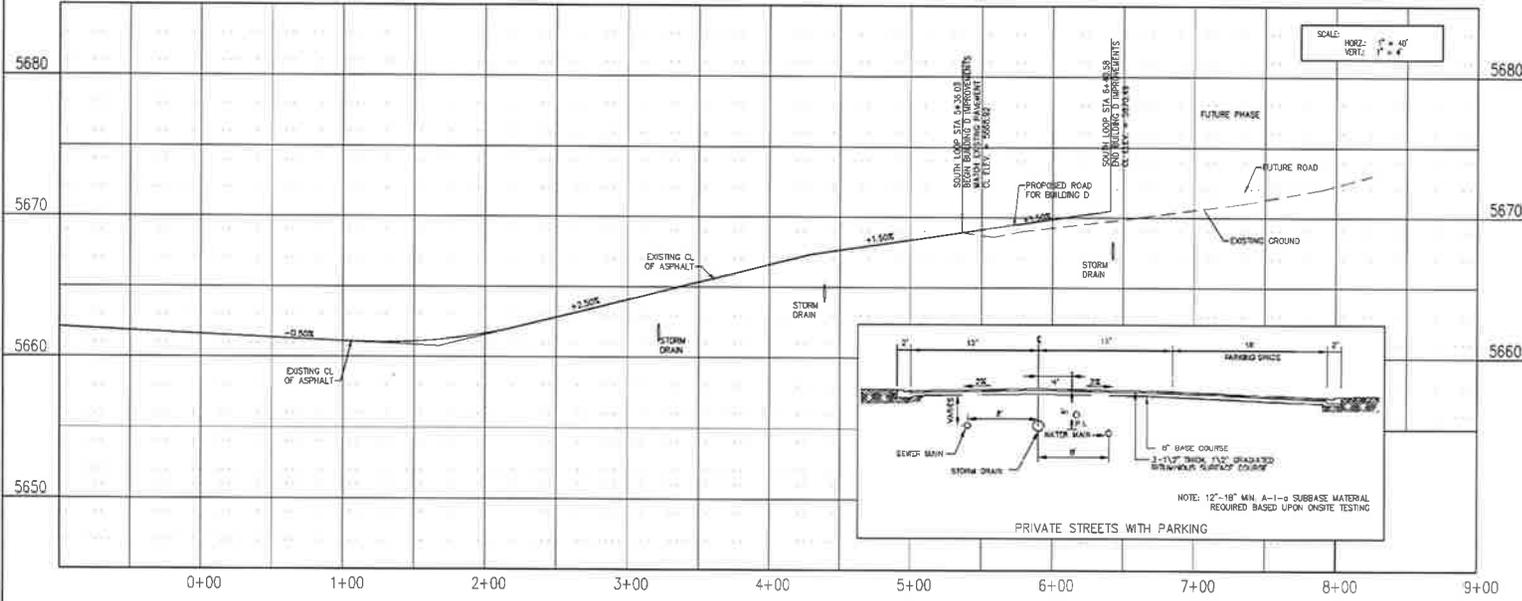


CONSTRUCTION NOTES:  
 LOCATION OF EXISTING UTILITIES SHOWN ON PLAN ARE APPROXIMATE AND MAY BE INCOMPLETE. CONTRACTOR IS RESPONSIBLE FOR BLUE STAKING OF UTILITIES.

SIDEWALK NOTE:  
 ADA RAMPS ARE REQUIRED AT ALL ROAD INTERSECTIONS.

REFER TO GRADING PLANS FOR ADDITIONAL BACK OF CURB AND ROADWAY ELEVATIONS

**SURVEY CONTROL**  
 SOUTH LOOP ROAD STA 0+00 = 1000 SOUTH STA 0+62.27  
 N=5701.55  
 E=5074.89  
 SOUTH LOOP ROAD STA 5+36.03  
 N=5428.85  
 E=5370.42



SCALE:  
 HORIZ: 1" = 40'  
 VERT: 1" = 4'

LEGEND

□ INSTALL 6' SIDEWALK

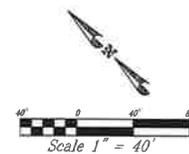
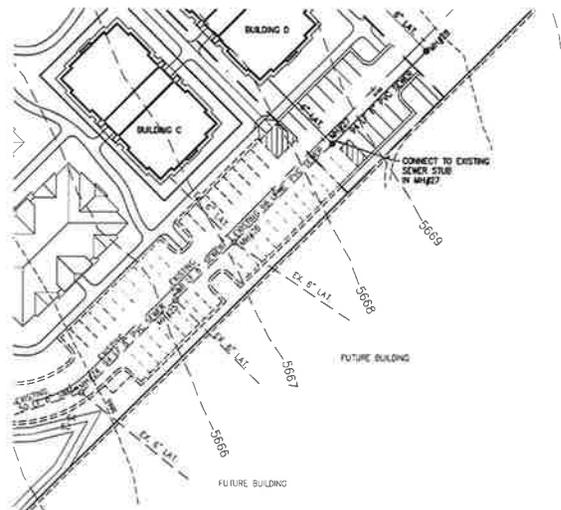
THIS DOCUMENT IS INCOMPLETE AND IS RELEASED TEMPORARILY FOR REVIEW ONLY. IT IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR OTHER PURPOSES.  
 PLAN NO. 225215  
 SHEET NO. 38,006,200

HEBER CITY ENGINEER APPROVAL  
 BART LUMFORD DATE

WATTS ENTERPRISES  
**RANCH LANDING**  
**SOUTH ROAD**  
**PLAN & PROFILE**

**BERG ENGINEERING**  
 RESOURCE GROUP P.C.  
 380 E MAIN ST. SUITE 204  
 MIDLAND, UT 84601  
 PH: (435) 857-9788

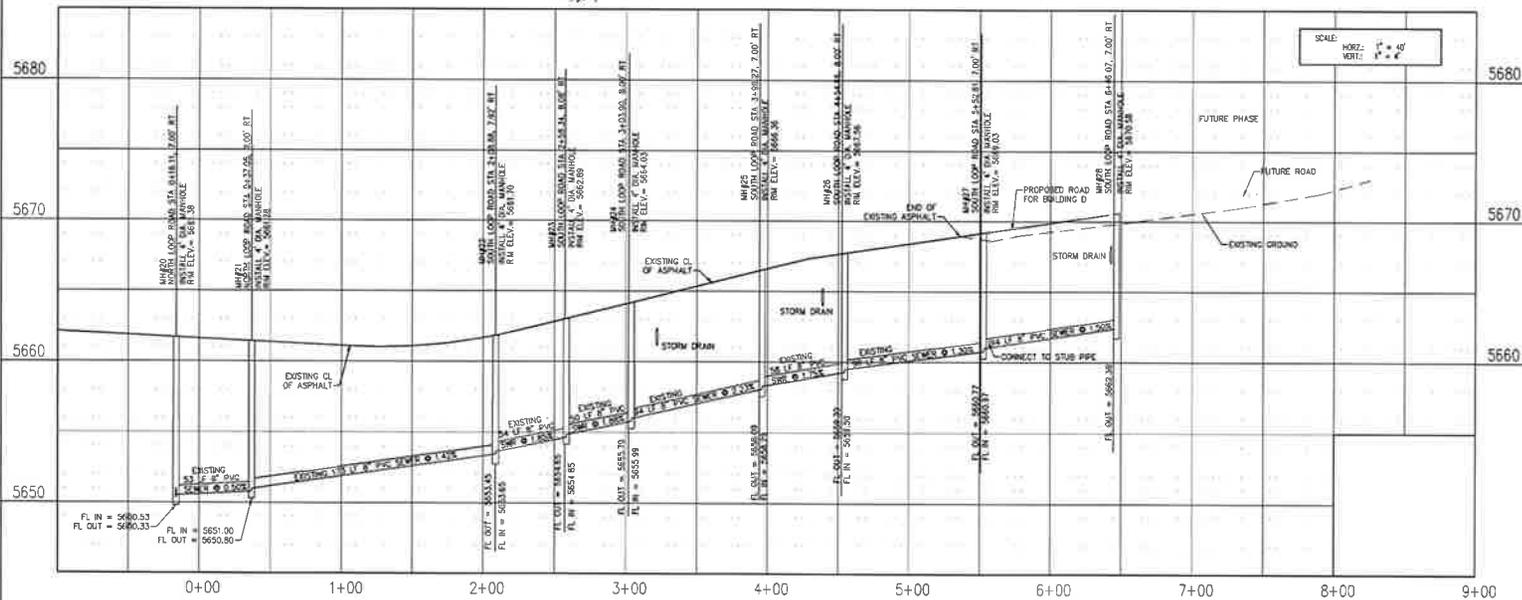
DESIGNER: PJM DATE: 16 DEC 2015 SHEET: 6  
 DRAWN BY: CNB REV:



SCALE 1"=80' FOR 11"x17" PLANS

**CONSTRUCTION NOTES:**  
 LOCATION OF EXISTING UTILITIES SHOWN ON PLAN ARE APPROXIMATE AND MAY BE INCOMPLETE. CONTRACTOR IS RESPONSIBLE FOR BLUE STAKING OF UTILITIES.

**SANITARY SEWER SYSTEM NOTES:**  
 1. ALL SEWER CONSTRUCTION TO BE TO HEBER CITY STANDARDS.  
 2. BUILDING D SHALL HAVE A 6 INCH SEWER LATERAL WITH A CITY CLEAN OUT.



THIS DOCUMENT IS INCOMPLETE AND IS RELEASED PURSUANTLY FOR REVIEW ONLY. IT IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.  
 P&I: \_\_\_\_\_  
 SERIAL NO.: 229255  
 DATE: 18 DEC 2015

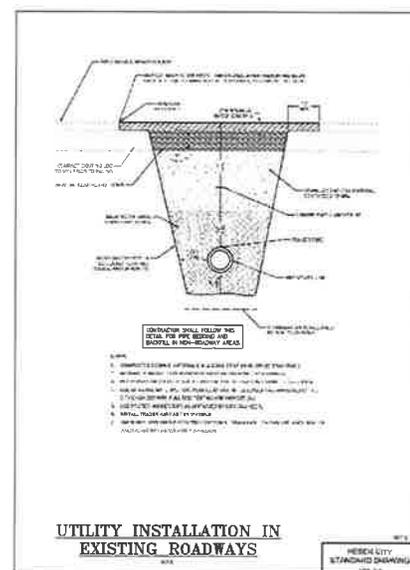
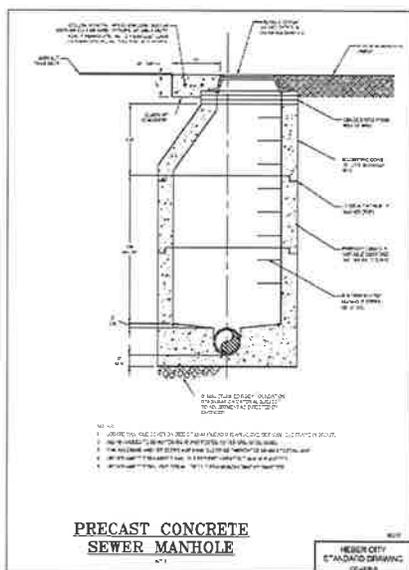
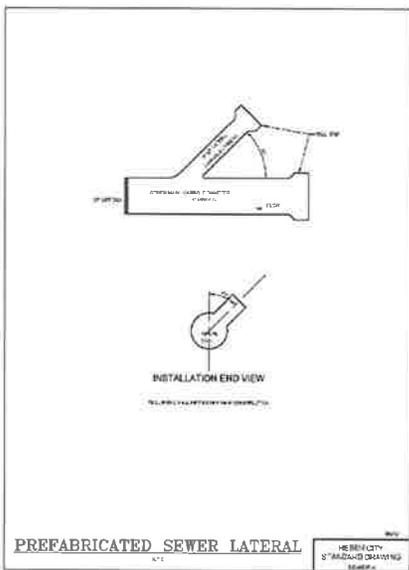
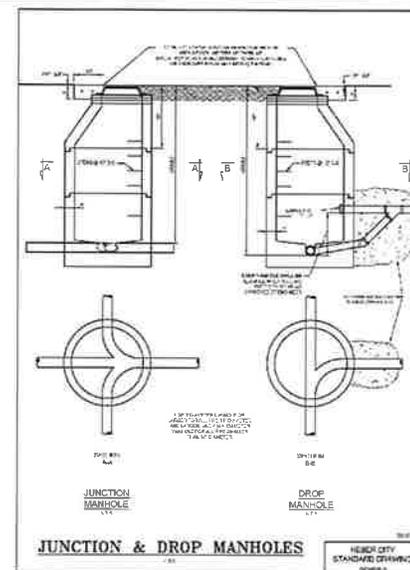
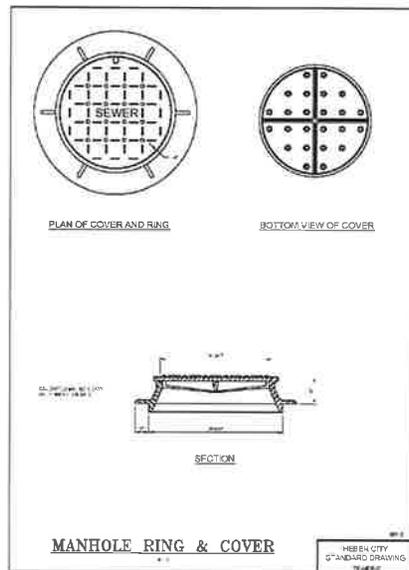
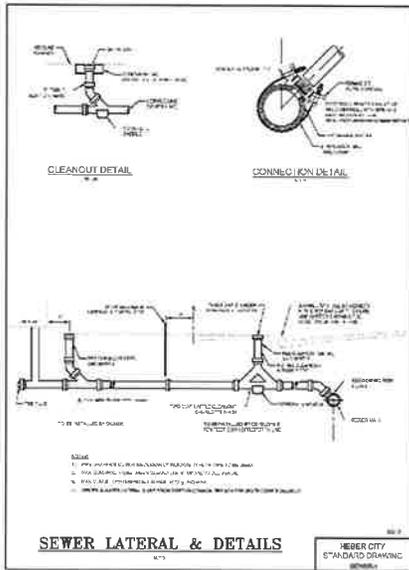
HEBER CITY ENGINEER APPROVAL  
 \_\_\_\_\_  
 DATE \_\_\_\_\_

WATTS ENTERPRISES  
**RANCH LANDING**  
**SOUTH ROAD**  
**SEWER PLAN & PROFILE**



DESIGN BY: PFM DATE: 18 DEC 2015 WFTF  
 DRAWN BY: CVR REV: \_\_\_\_\_ 7





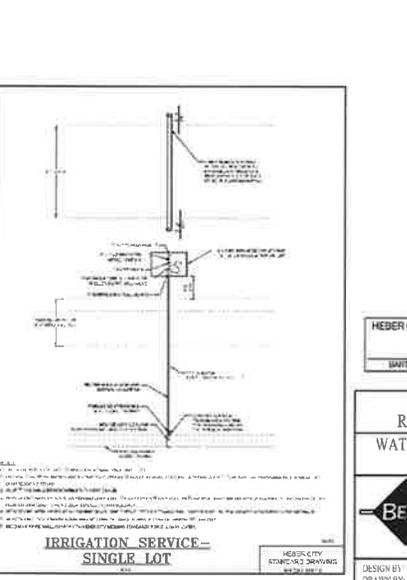
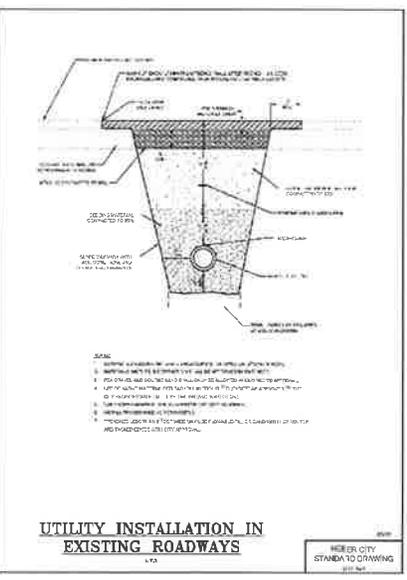
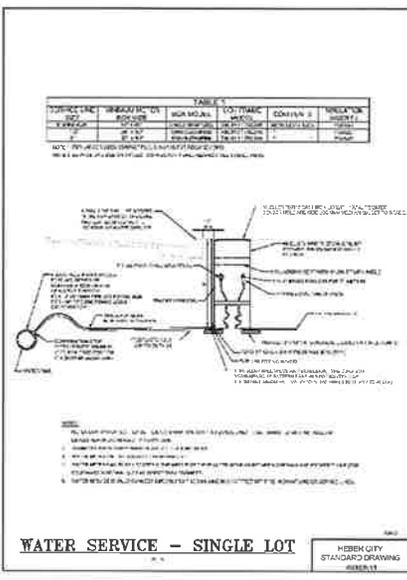
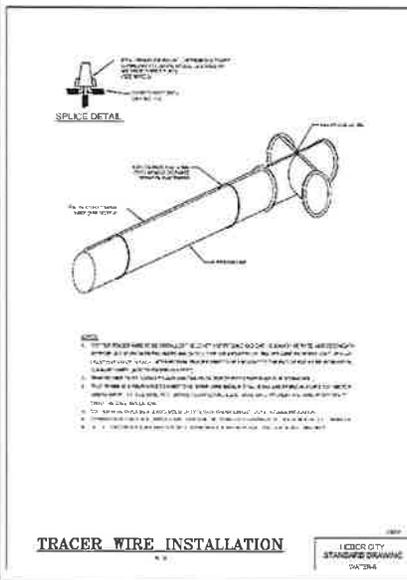
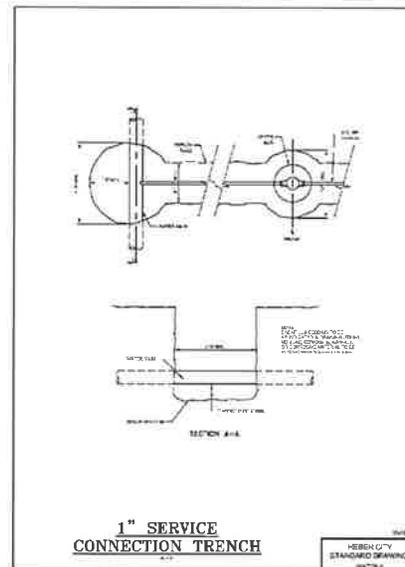
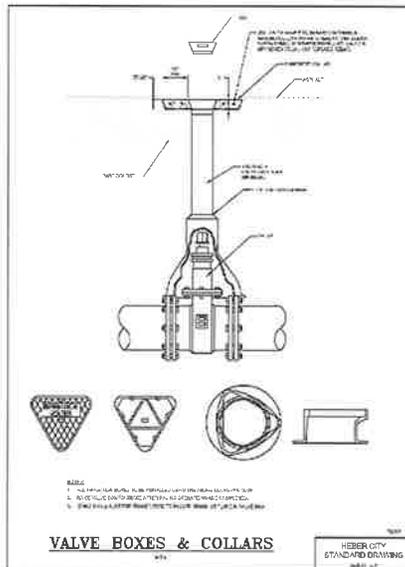
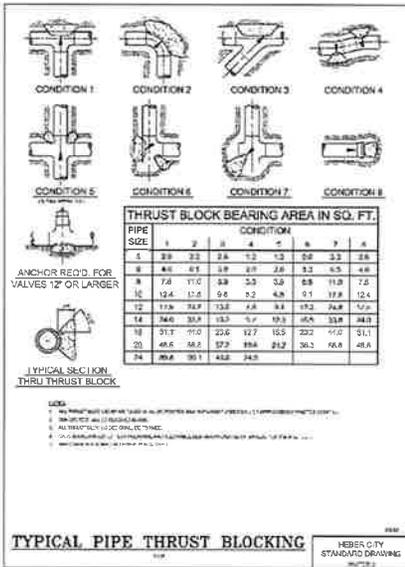
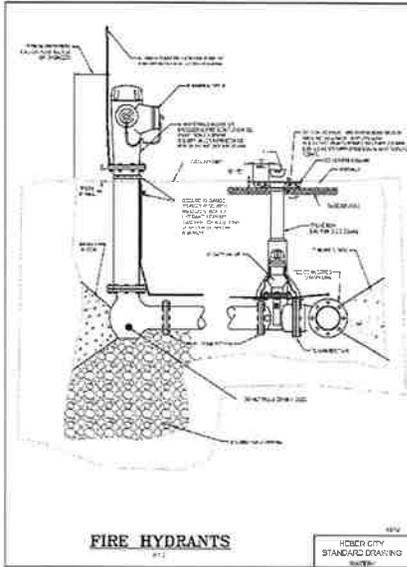
HEBER CITY ENGINEER APPROVAL

DATE: \_\_\_\_\_

WATTS ENTERPRISES  
**RANCH LANDING**  
 SEWER CONSTRUCTION  
 DETAILS

**BERG ENGINEERING**  
 RESOURCE GROUP P.C.  
 380 E Main St. Suite 204  
 Midvale, UT 84047  
 PH: (801) 887-6744

DESIGN BY: PDM DATE: 11 DEC 2011  
 DRAWN BY: DMR KEY: 9



HEBER CITY ENGINEER APPROVAL  
 NAME: [ ] DATE: [ ]

WATTS ENTERPRISES  
**RANCH LANDING**  
 WATER CONSTRUCTION  
 DETAILS

**BERG ENGINEERING**  
 RESOURCE GROUP P.C.  
 3802 E. Main St., Suite 224  
 Midvale, UT 84045  
 PH: (313) 651-9799

DESIGN BY: PDS DATE: 16 DEC 2015  
 DRAWN BY: CVB REV: [ ]

# Tab 7

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[MS1].

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 that indicated in 1.1., the Parties agree that the completion date for construction of the Bypass Road and the Connection Road is hereby extended through October 31, 2019. Thereafter, each February or March, depending on what is most convenient to the scheduling agenda of the City Council, the city agrees to assess the then current desire for the Bypass and Connection Road, and related issues, and reconsider further extensions to each successive October 31st, to the next years October 31st, on a year by year basis, in February or March of 2019 and each year thereafter, but no later than October 31, 2021 (allowing for a construction season to finish by whatever October 31st date granted by city council).

1.1. In the event that the Bassett-Ritchie development, located west of Red Ledges, commences grading is required to commence and/or finish physical construction of its section of the Bypass Road prior to October 31, 2021, then Red Ledges shall commence and finish physical construction of the Bypass Road and the Connection Road within one year, on the same timetable, delayed by 6 months, as that required of the Bassett-Ritchie connection road project. Said Bassett-Ritchie section of the Bypass Road shall originate at approximately 900 North Highway 40 in Heber City, and run eastward to 550 East. The triggering event shall execute when Bassett-Ritchie is required to extend the Bypass Road beyond the initial 800 feet from Highway 40.

1.2. The parties specifically agree that failure on the part of Red Ledges to initiate and finish on site, physical construction of said Bypass Road and Connection Road by the pre-triggering event dates ~~on~~ described in 1.1 above or by October 31 of 2019, or subsequent granted extensions, shall constitute a breach of

the Interlocal Agreement and this Amendment. Red Ledges further agrees that if this breach occurs the city could chose to withhold any further phase approvals, until the agreed physical construction of said Bypass Road and Connection Road has been completed.

2. Bypass Road and Water Line Easement: Simultaneous with the execution of this Amendment, Red Ledges will record the 66-foot easement attached as Exhibits A and C 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. In addition, Red Ledges shall grant the City a 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 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 Bbypass Rroad and Ceonnection Rroad, 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:**

\_\_\_\_\_  
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)

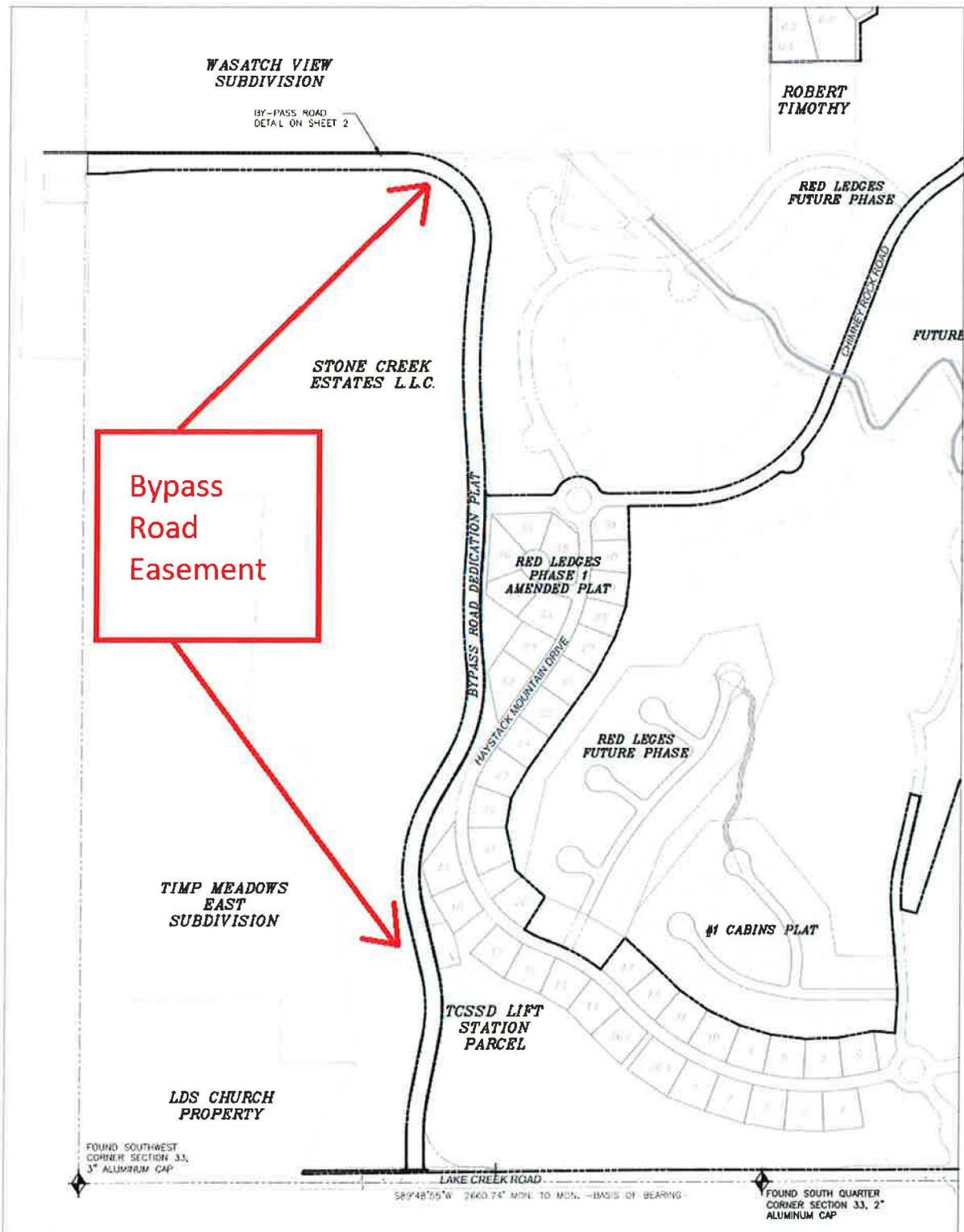


## EASEMENT EXHIBIT A

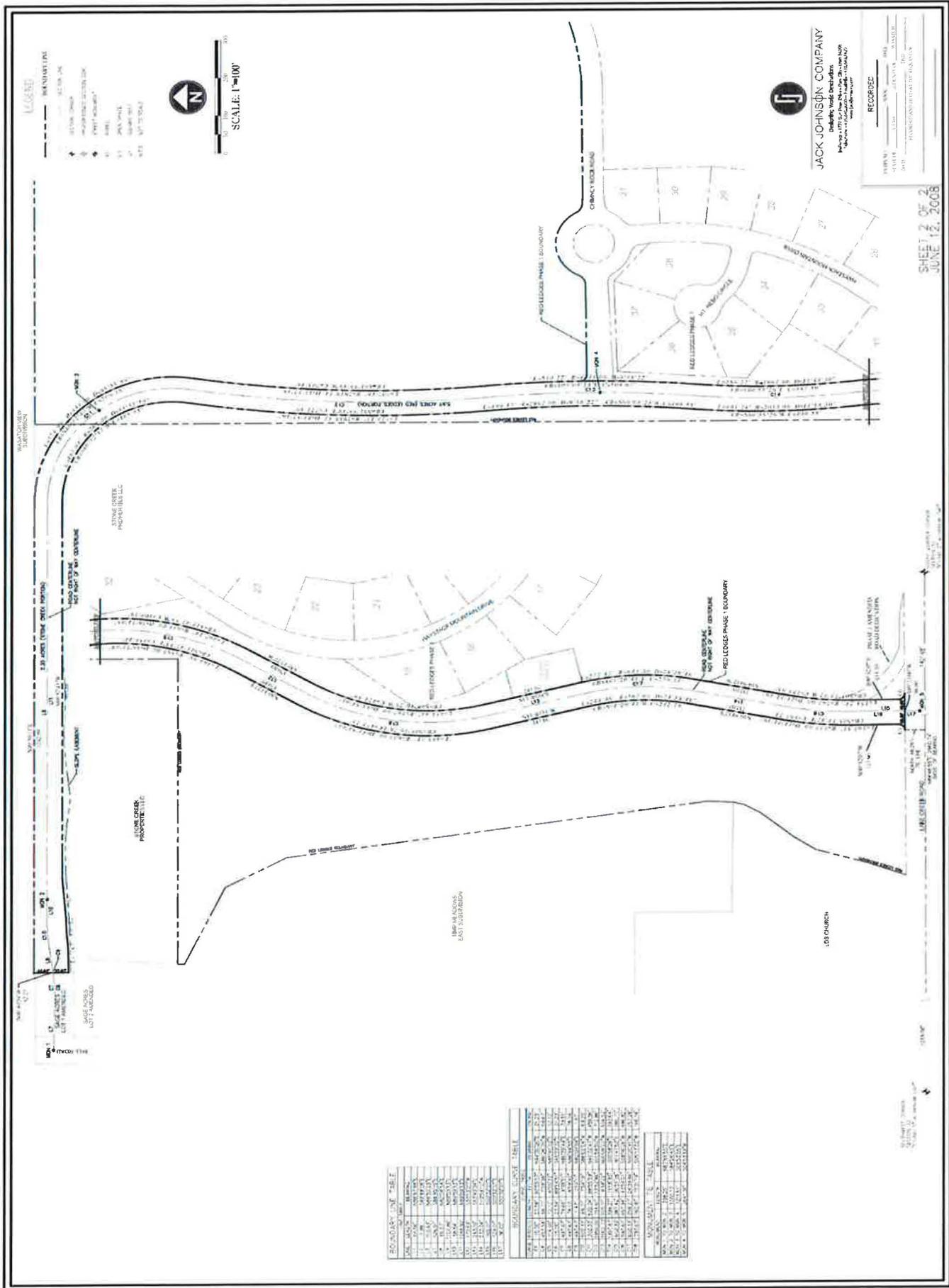
A PARCEL OF LAND LOCATED IN THE NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 32 AND THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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.







BOUNDARY LINE TABLE	
LINE NO.	DESCRIPTION
1	100' 0" 0.0000
2	100' 0" 0.0000
3	100' 0" 0.0000
4	100' 0" 0.0000
5	100' 0" 0.0000
6	100' 0" 0.0000
7	100' 0" 0.0000
8	100' 0" 0.0000
9	100' 0" 0.0000
10	100' 0" 0.0000
11	100' 0" 0.0000
12	100' 0" 0.0000
13	100' 0" 0.0000
14	100' 0" 0.0000
15	100' 0" 0.0000
16	100' 0" 0.0000
17	100' 0" 0.0000
18	100' 0" 0.0000
19	100' 0" 0.0000
20	100' 0" 0.0000
21	100' 0" 0.0000
22	100' 0" 0.0000
23	100' 0" 0.0000
24	100' 0" 0.0000
25	100' 0" 0.0000
26	100' 0" 0.0000
27	100' 0" 0.0000
28	100' 0" 0.0000
29	100' 0" 0.0000
30	100' 0" 0.0000
31	100' 0" 0.0000
32	100' 0" 0.0000
33	100' 0" 0.0000
34	100' 0" 0.0000
35	100' 0" 0.0000
36	100' 0" 0.0000
37	100' 0" 0.0000
38	100' 0" 0.0000
39	100' 0" 0.0000
40	100' 0" 0.0000
41	100' 0" 0.0000
42	100' 0" 0.0000
43	100' 0" 0.0000
44	100' 0" 0.0000
45	100' 0" 0.0000
46	100' 0" 0.0000
47	100' 0" 0.0000
48	100' 0" 0.0000
49	100' 0" 0.0000
50	100' 0" 0.0000
51	100' 0" 0.0000
52	100' 0" 0.0000
53	100' 0" 0.0000
54	100' 0" 0.0000
55	100' 0" 0.0000
56	100' 0" 0.0000
57	100' 0" 0.0000
58	100' 0" 0.0000
59	100' 0" 0.0000
60	100' 0" 0.0000
61	100' 0" 0.0000
62	100' 0" 0.0000
63	100' 0" 0.0000
64	100' 0" 0.0000
65	100' 0" 0.0000
66	100' 0" 0.0000
67	100' 0" 0.0000
68	100' 0" 0.0000
69	100' 0" 0.0000
70	100' 0" 0.0000
71	100' 0" 0.0000
72	100' 0" 0.0000
73	100' 0" 0.0000
74	100' 0" 0.0000
75	100' 0" 0.0000
76	100' 0" 0.0000
77	100' 0" 0.0000
78	100' 0" 0.0000
79	100' 0" 0.0000
80	100' 0" 0.0000
81	100' 0" 0.0000
82	100' 0" 0.0000
83	100' 0" 0.0000
84	100' 0" 0.0000
85	100' 0" 0.0000
86	100' 0" 0.0000
87	100' 0" 0.0000
88	100' 0" 0.0000
89	100' 0" 0.0000
90	100' 0" 0.0000
91	100' 0" 0.0000
92	100' 0" 0.0000
93	100' 0" 0.0000
94	100' 0" 0.0000
95	100' 0" 0.0000
96	100' 0" 0.0000
97	100' 0" 0.0000
98	100' 0" 0.0000
99	100' 0" 0.0000
100	100' 0" 0.0000

# 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**

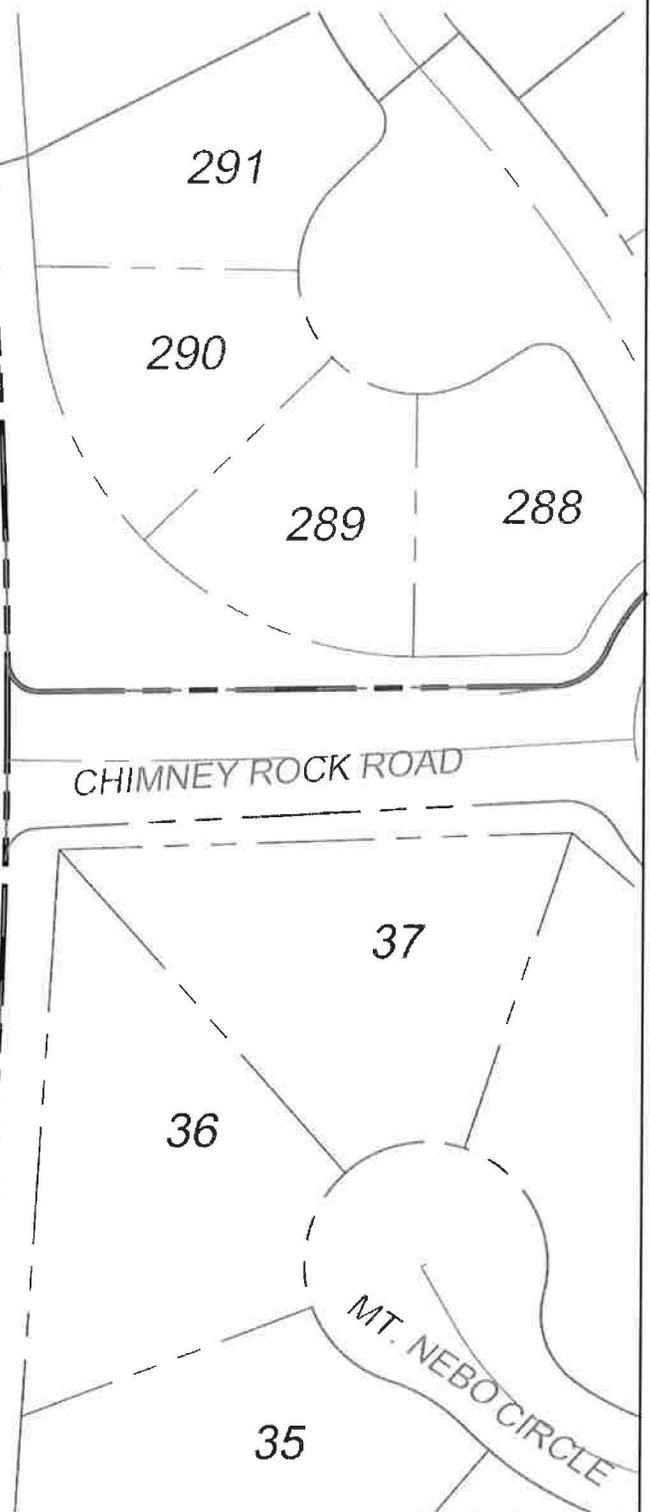
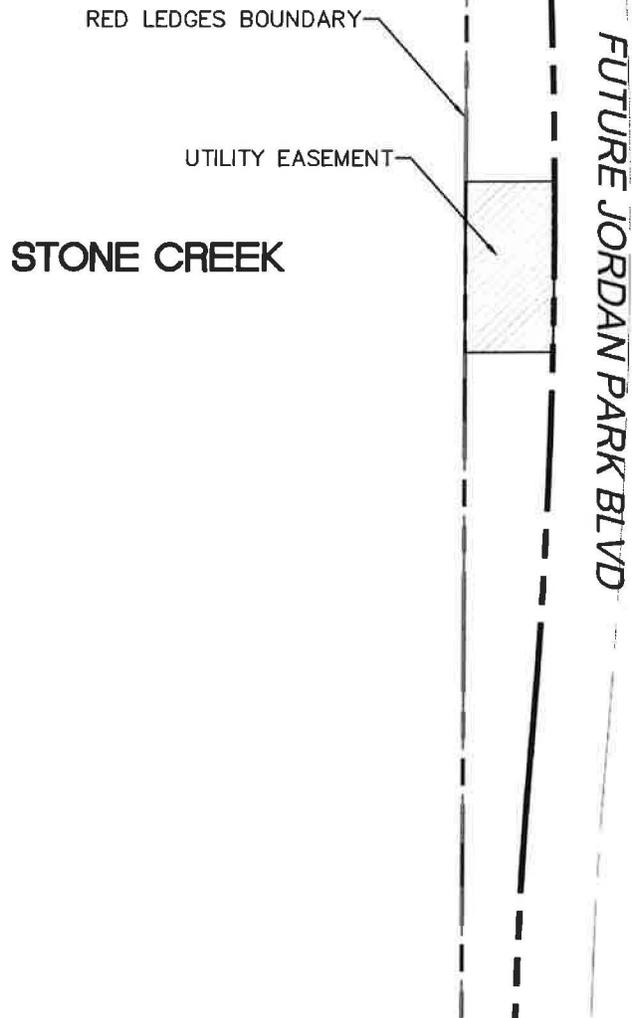
### **JORDAN PARK BLVD UTILITY EASEMENT**

**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 84065  
801.883.8112  
WWW.WILDINGENGINEERING.COM

## Stone Creek Bypass/Connector Road Proposal

January 28, 2015

As part of any additional extension to Red Ledges for the construction of the Bypass/Connector Roads, Stone Creek proposes the following:

1. Require the construction of the section of the Connector Road from Mill Road to the northwest entrance of the Stone Creek project (Initial Work Piece) this year.
2. Because Red Ledges has expressed a financial hardship to construct any part of the Road at this time, Stone Creek offers the following:
  - a. Stone Creek will loan Red Ledges the funds to construct the Initial Work Piece at a nominal 5% annual interest rate, or
  - b. Stone Creek will construct that portion of the road at its expense, and Red Ledges will reimburse Stone Creek at the same nominal 5% annual interest rate.
  - c. In either case, Red Ledges will reimburse Stone Creek for the cost of this Initial Work Piece, plus accrued interest, within five years or when Red Ledges is required to construct the rest of the Road, whichever comes first.

This is VERY important to Stone Creek, and there are several reasons that justify this request:

1. After scrapping its originally approved project in 2007, Stone Creek redesigned the current plat completely around access to the Bypass and Connector Roads (at that time there were no other regular ingress/egress points). The connection from Mill Road to Stone Creek's northwest connection was always intended to be the initial main entrance to the project for all traffic, including construction, sales, and residents, until the eastern Bypass Road connection was built.
2. Since the eastern Bypass Road connection is at least several years away, the northwest entrance will be the main entrance into the Stone Creek project for many years to come.
3. Without the Initial Work Piece, 675 North would become Stone Creek's main entrance to the project, with all construction, sales, and much of the initial resident traffic passing through on that road. With the Initial Work Piece, 675 North becomes a minor ingress/egress point, instead of the primary one.
4. The Initial Work Piece provides a much wider and safer access. It will be landscaped (at Stone Creek's expense) to provide a greater degree of privacy for the adjacent homeowners, with berms, trees/shrubs, and fencing, versus the impact on the two homeowners with driveways on the narrower road at 675 North.

5. Heber City is well within its rights to require this short section of the Connector Road to be built in conjunction with any extension being granted to Red Ledges, if only for the sake of the neighbors and related safety issues.
6. This is not just an issue between developers, as has been suggested, because it is ultimately a City road, and the council has every right and obligation to consider the needs of the adjoining neighbors, as well as the needs of the Stone Creek development, whose efforts eight years ago made the Bypass and Connector Roads possible.
7. By constructing this short section of the Road, it establishes that the Road is real and will eventually be built, not just something on paper, potentially helping the City in its efforts for the rest of the Road through the cemetery land and on to Highway 40.
8. Stone Creek is making every effort to make the construction of this Initial Work Piece possible, by being willing to construct and/or provide the funds to construct, to everyone's benefit including Red Ledges.

This Mill Road connection to Stone Creek's northwest entrance is the most important issue to Stone Creek, but we believe the other issues related to the design and construction of the Bypass and Connector Roads should also be addressed in any further extension agreement with Red Ledges. These issues include the following:

1. The easement at 580 North for Stone Creek's eastern connection to the Bypass Road.
2. The easement at Stone Creek's northeast corner to allow for the currently designed curve of the Road.
3. The Connector Road storm water runoff currently designed to flow through Stone Creek into the retention pond planned in the northern portion of the proposed Red Ledges park.

We believe these issues all affect the ultimate design of the Bypass and Connector Roads, and without resolution the current design is unsettled. These are not insurmountable issues, and it remains our hope to resolve them with Red Ledges, but the City could require their resolution in order to grant a further extension of the Road construction, providing the incentive to get them settled once and for all. However, if it is the desire of the Council to postpone the resolution of these issues, Stone Creek will continue to work with Red Ledges towards a final solution.

In summary, Stone Creek considers the construction of the Initial Work Piece to be of utmost importance, and requests that any extension granted to Red Ledges for the construction of the Bypass and Connector Roads includes the provision that the Initial Work Piece be built this year.

# Tab 8

HEBER CITY COUNCIL  
Meeting date: February 4, 2016  
Report by: Anthony L. Kohler

**Re: Red Ledges Phase 2F**

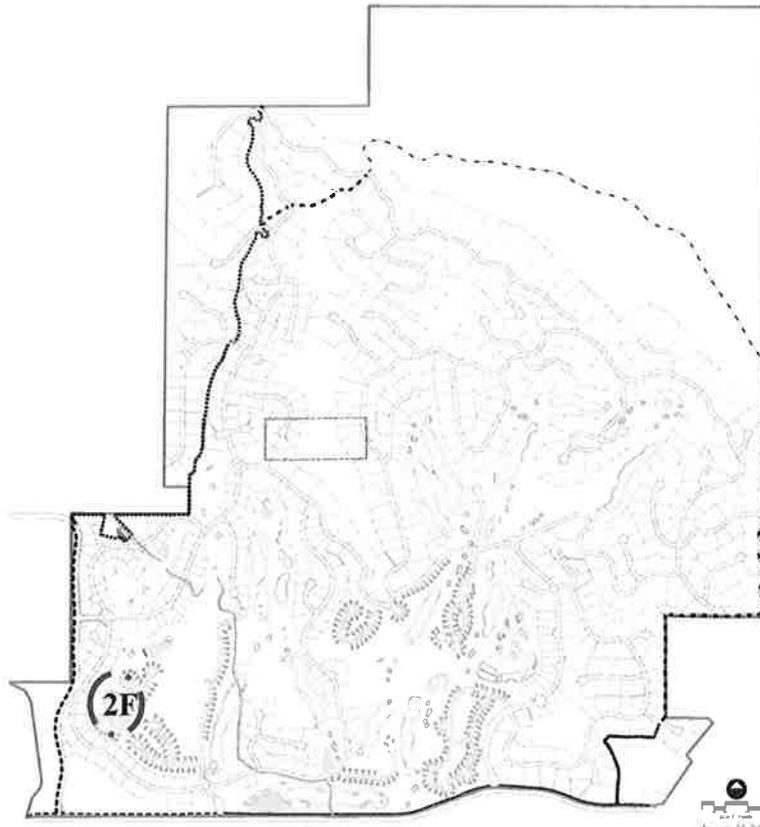
Red Ledges is proposing Phase 2F, consisting of 12 patio lots, surrounded by open space. This phase will connect through roads in Phase 1E, and the future homes will be of similar style to those constructed in Phase 1E. This phase was approved by the city on July 3, 2014 and has expired since the plat wasn't recorded within a year.

**RECOMMENDATION**

On January 14, 2016, the Planning Commission recommended the proposed Red Ledges Phase 2F as consistent with the Red Ledges Master Plan, the PC Planned Community Zone, Interlocal Agreement, and Master Plan Agreement, conditional upon the following:

1. A temporary turnaround will need to be provided at the north end of Abajo Peak Way; and
2. Prior to recording the plat, developer shall:
  - a. Provide an updated title report;
  - b. Provide addresses for the lots; and
  - c. Provide a tax clearance from county assessor.

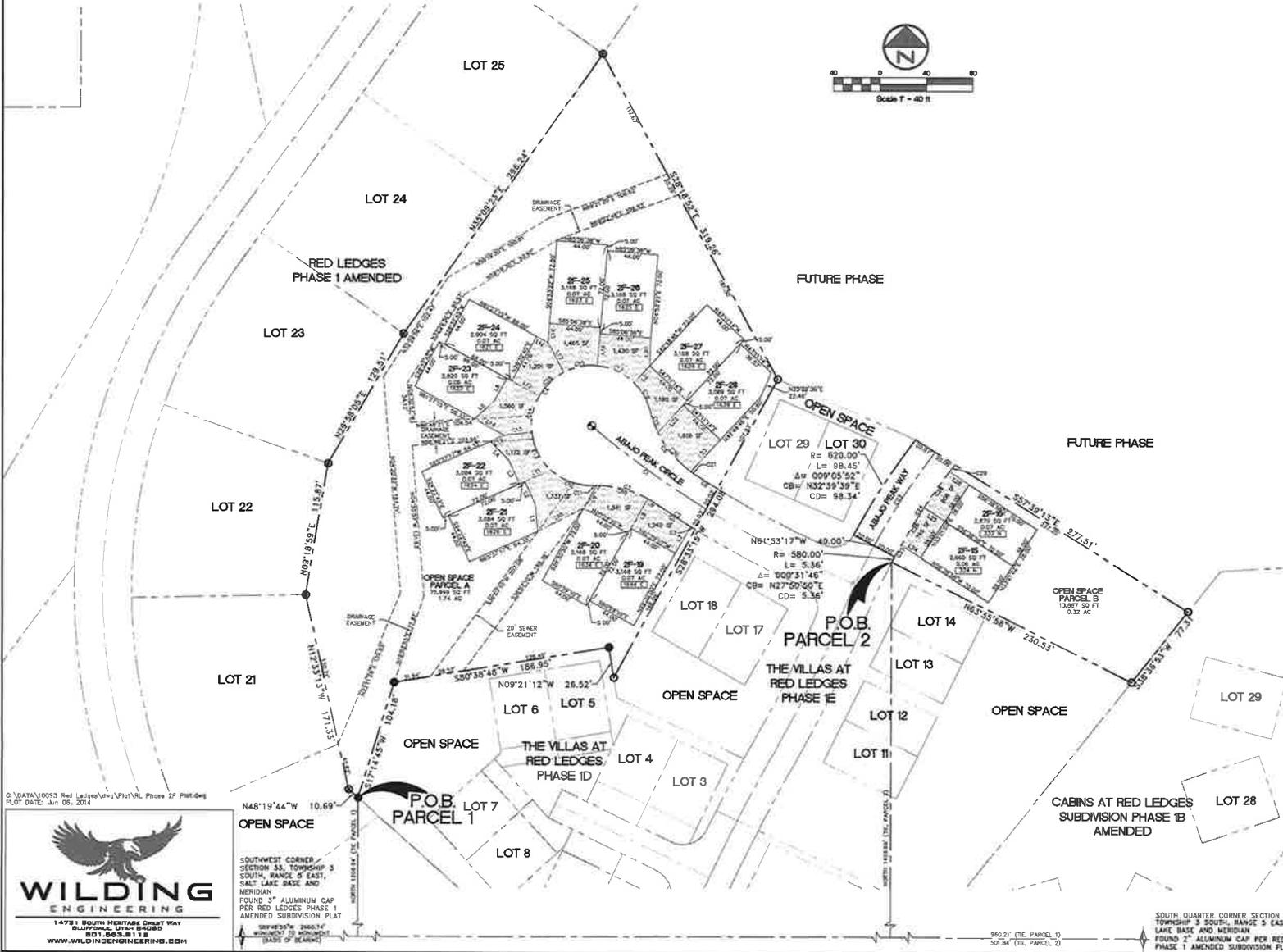
**Vicinity Map**





# THE VILLAS AT RED LEDGES PHASE 2F SUBDIVISION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN  
WASATCH COUNTY, UTAH



CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	122.81	800.00	145.05°	S29°49'21"E	122.35
C2	29.42	800.00	245.07°	S27°04'42"E	28.81
C3	58.20	83.00	383.91°	N19°37'44"W	57.23
C4	232.58	83.00	227°22'24"	S27°07'48"W	81.18
C5	58.00	83.00	478°59'	S22°43'07"E	87.54
C6	22.71	180.00	140.00°	S87°05'02"E	22.31
C7	4.57	820.00	019.08°	S87°14'31"E	4.57
C8	24.85	820.00	275.00°	S26°50'06"E	24.85
C9	9.23	83.00	241°11'	N58°22'38"W	9.23
C10	48.04	83.00	282°49'	N72°34'09"W	45.57
C11	2.33	80.00	148.23°	S89°20'48"W	2.88
C12	40.06	82.00	447°02'23"	S89°01'17"E	39.08
C13	37.47	82.00	413°31'	S28°48'29"E	36.91
C14	22.22	83.00	392°46'	S17°03'02"W	36.78
C15	29.78	82.00	324°43'	S42°42'28"W	29.27
C16	29.80	82.00	325°01'	S78°21'34"W	29.28
C17	35.82	82.00	382°43'	N63°15'55"W	35.21
C18	28.40	82.00	317°28'	N29°49'44"W	28.02
C19	18.28	83.00	113°28'	S22°01'17"E	18.24
C20	44.39	83.00	273°35'	S89°50'01"E	44.38
C21	4.74	80.00	235.03°	S89°07'29"E	4.74
C22	88.87	800.00	015.07°	S24°42'17"W	88.87
C23	184.62	180.00	107°05'00"	S22°22'47"W	184.48
C24	11.35	880.00	178.27°	S28°40'24"W	11.35
C25	30.04	180.00	345.28°	S28°13'37"W	30.02
C26	30.02	180.00	245.21°	S54°51'17"W	30.01
C28	7.90	580.00	046.48°	S37°09'22"W	7.90

LINE #	LENGTH	DIRECTION
L1	33.14	N20°31'48"W
L2	22.47	N24°22'42"W
L3	22.47	N24°22'42"W
L4	22.18	N42°42'20"W
L5	13.14	N47°31'17"E
L6	22.17	N28°41'18"E
L7	20.87	N29°20'00"E
L8	26.40	N29°20'00"E
L9	32.80	N29°20'00"E
L10	44.33	N29°20'00"E
L11	24.44	N45°03'17"E
L12	12.12	N45°03'17"E
L13	22.18	N42°42'20"W
L14	29.11	S81°07'18"E
L15	20.78	S81°07'18"E
L16	11.07	S41°07'18"E
L17	28.14	S27°09'38"E
L18	18.78	S24°35'42"W
L19	28.00	S24°35'42"W
L20	24.22	N61°07'17"E
L21	20.00	S42°42'48"W
L22	22.16	S42°42'48"W
L23	22.27	S42°42'48"W
L24	20.05	N68°28'58"W
L25	21.52	N68°28'58"W
L26	20.90	N68°28'58"W

- LEGEND**
- FOUND STREET CORNER
  - FOUND SECTION CORNER
  - SET 5/3 REBAR AND CAP (WELLS ENGINEERING)
  - FOUND REBAR AND CAP (JACK JOHNSON COMPANY)
  - FOUND REBAR AND CAP (ENSON ENGINEERING)
  - STREET MONUMENT (TO BE SET)
  - LIMITED COMMON AREA

C:\DATA\0023 Red Ledges\Plot\PL Phase 2F Plat.dwg  
PL DATE: Jun 05, 2014

**WILDING ENGINEERING**  
14781 SOUTH HERITAGE DRIVE WAY  
BLUFFDALE, UTAH 84005  
801.868.1118  
WWW.WILDINGENGINEERING.COM

SOUTHWEST CORNER  
SECTION 33, TOWNSHIP 3  
SOUTH, RANGE 5 EAST,  
SALT LAKE BASE AND  
MERIDIAN  
FOUND 3" ALUMINUM CAP  
PER RED LEDGES PHASE 1  
AMENDED SUBDIVISION PLAT

90.21' (E. PARCEL 1)  
501.84' (E. PARCEL 2)

SOUTH QUARTER CORNER SECTION 33,  
TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT  
LAKE BASE AND MERIDIAN  
FOUND 2" ALUMINUM CAP PER RED LEDGES  
PHASE 1 AMENDED SUBDIVISION PLAT

**RECORDED**

ENTRY NO. \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
STATE OF UTAH COUNTY OF WASATCH  
DATE \_\_\_\_\_ TIME \_\_\_\_\_  
RECORDED AND FILED AT THE REQUEST OF: \_\_\_\_\_

# Tab 9

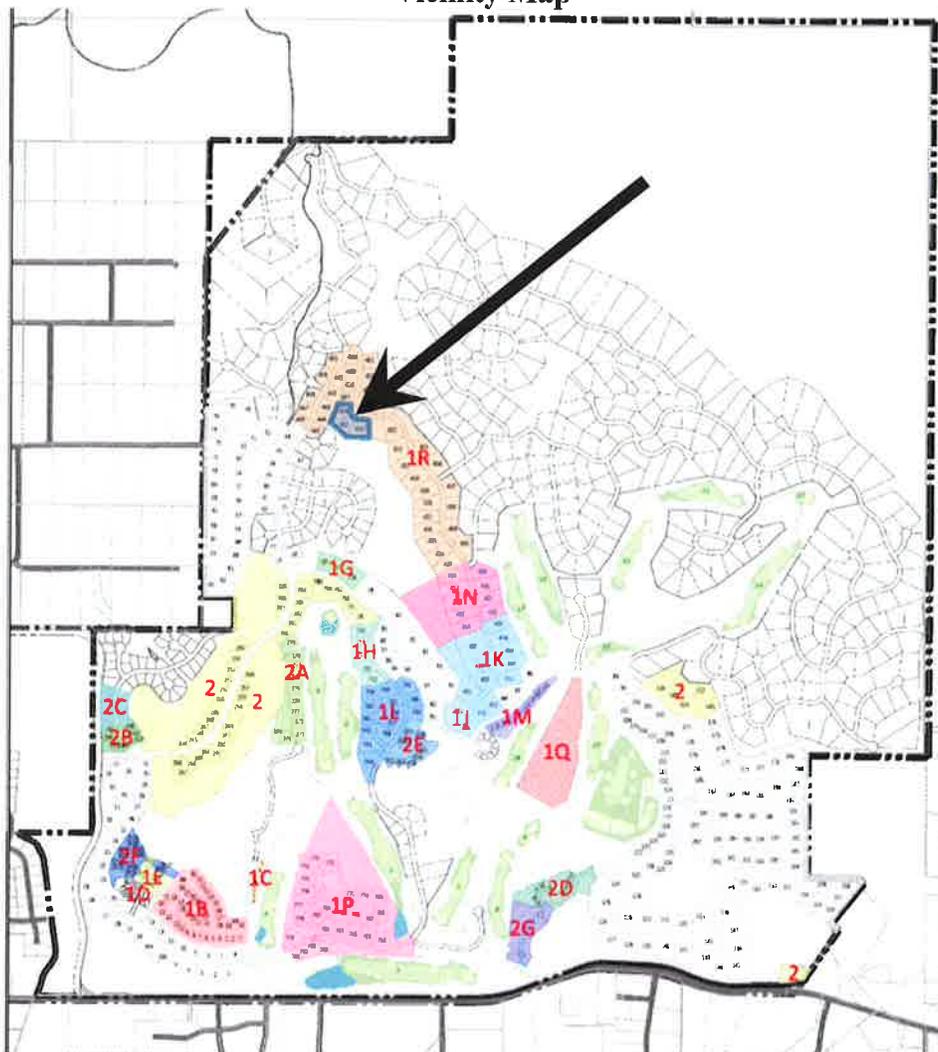
Heber City Council  
Meeting date: February 4, 2016  
Report by: Anthony L. Kohler

**Re: Red Ledges Phase 1R Plat Amendment Combining Lot 434, 435, 436**

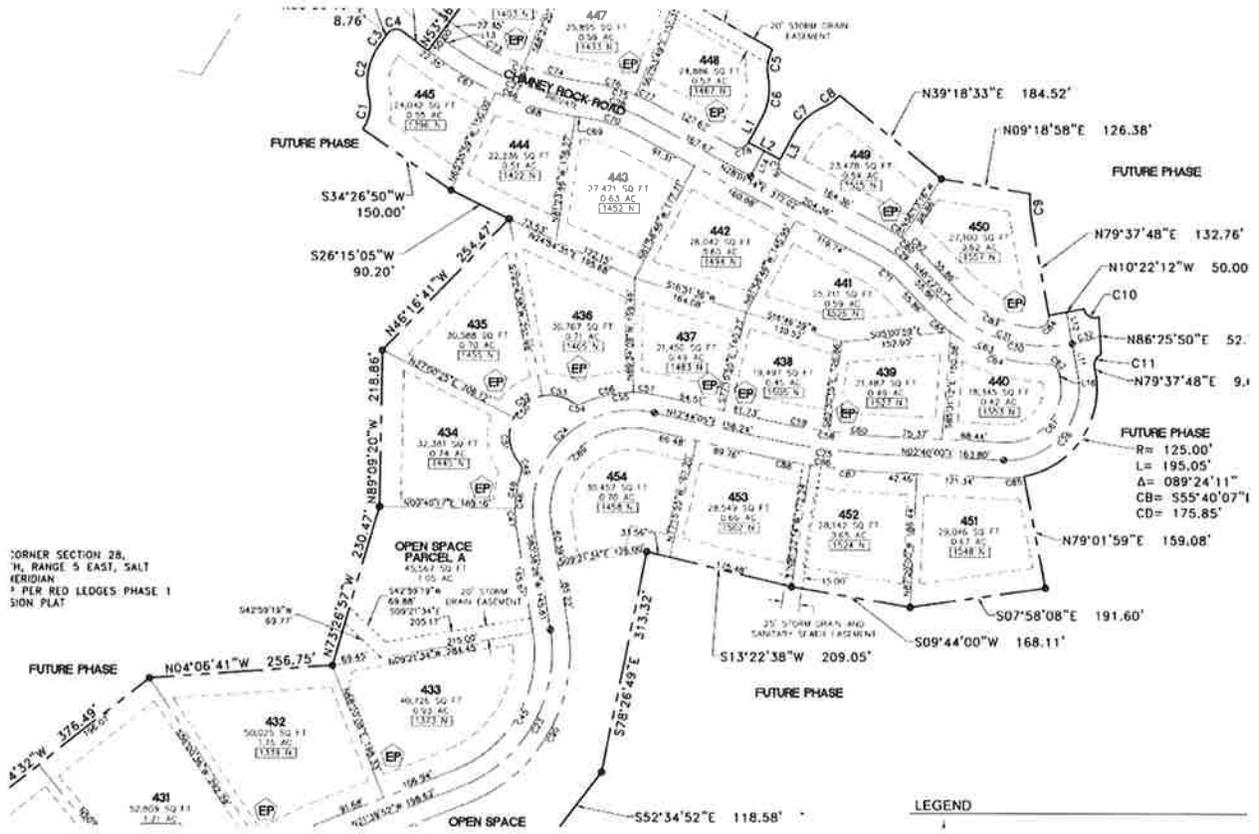
The proposed plat amendment combines three lots into one. Existing road improvements for the lots will need to be removed with the proposed amendment.

On January 14, 2016, the Planning Commission found the proposed amendment consistent with the requirements of Section 18.61 of Heber City Code, the PC Planned Community Zone, and Section 10-9a-608 of Utah State Code.

Vicinity Map



# Existing Phase 1R





PEAK CAPITAL  
PARTNERS

---

January 26, 2016

To Whom It May Concern:

I am the owner of lots 434-436 in the Red Ledges neighborhood. As such, I hereby approve the proposed plat amendment as has been prepared by Wilding Engineering and presented by Todd Cates. Please let me know if you have any further questions.

Many thanks,

Jamie Dunn  
jdunn@peakcapitalpartners.com  
801-376-8204



# RED LEDGES PHASE 1R

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 28, THE  
SOUTHWEST QUARTER OF SECTION 27, THE NORTHWEST QUARTER OF  
SECTION 34, AND THE NORTHEAST QUARTER OF SECTION 33,  
TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN  
WASATCH COUNTY, UTAH

### SURVEYOR'S CERTIFICATE

I, Gregory O. Melton, do hereby certify that I am a Registered Land Surveyor, and that I hold Certificate No. 14112, as prescribed under the laws of the State of Utah. Further, I have made a survey of the parcels of land shown on this plat and described hereon, and that the same has been correctly surveyed and marked on the ground as shown on this plat.

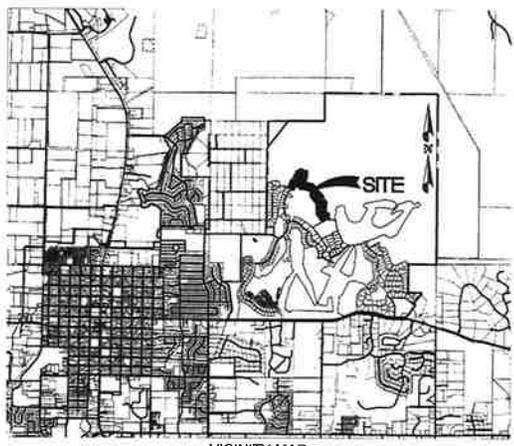
January 29, 2014  
DATE



### PROPERTY DESCRIPTION:

BEGINNING AT A POINT SOUTH 02°02'00" EAST 823.17 FEET AND WEST 107.58 FEET FROM THE SOUTHWEST CORNER OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING THE WEST CORNER OF LOT 418 OF THE RED LEDGES PHASE I SUBDIVISION, PLAT NUMBER 1000-8-0001, RUNNING THENCE NORTH 10°28'30" WEST 403.37 FEET; THENCE NORTH 02°57'54" WEST 437.08 FEET; THENCE NORTH 02°02'00" WEST 81.99 FEET; THENCE NORTH 28°43'24" WEST 376.49 FEET; THENCE NORTH 04°06'41" WEST 236.75 FEET; THENCE NORTH 77°07'37" WEST 230.47 FEET; THENCE NORTH 88°52'07" WEST 219.86 FEET; THENCE NORTH 42°04'41" WEST 254.47 FEET; THENCE SOUTH 18°10'00" WEST 80.20 FEET; THENCE SOUTH 18°28'00" WEST 140.00 FEET; THENCE NORTHWESTERLY 47.68 FEET ALONG THE ARC OF A NON-TANGENT 57.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 79°02'00" WEST 48.20 FEET); THENCE NORTHWESTERLY 73.37 FEET ALONG THE ARC OF A 160.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 79°12'27" WEST 71.45 FEET); THENCE NORTHWESTERLY 12.87 FEET ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 74°52'00" WEST 12.87 FEET); THENCE NORTH 52°26'19" WEST 8.16 FEET TO A POINT ON THE RED LEDGES PHASE I AMENDED SUBDIVISION PLAT, THENCE ALONG SAID PLAT BOUNDARIES AS FOLLOWS: THREE (3) COURSE(S), COURSE (1) NORTHWESTERLY 23.56 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 08°04'00" WEST 23.21 FEET); (2) NORTH 38°22'47" EAST 44.25 FEET; (3) THENCE NORTH 52°07'00" WEST 27.17 FEET; THENCE LEAVING SAID AMENDED SUBDIVISION PLAT SOUTHWAY NORTH 18°15'37" EAST 8.86 FEET; THENCE NORTH 88°52'07" EAST 148.93 FEET; THENCE NORTH 29°14'30" EAST 154.87 FEET; THENCE SOUTHEASTERLY 38.82 FEET ALONG THE ARC OF A NON-TANGENT 37.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 88°04'00" EAST 38.82 FEET); THENCE SOUTHEASTERLY 28.60 FEET ALONG THE ARC OF A NON-TANGENT 37.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 88°04'00" EAST 28.60 FEET); THENCE SOUTHEASTERLY 28.60 FEET ALONG THE ARC OF A 90.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 88°04'00" EAST 28.60 FEET); THENCE SOUTH 81°04'46" EAST 28.64 FEET; THENCE NORTH 32°01'41" EAST 30.00 FEET; THENCE NORTH 01°54'00" WEST 38.00 FEET; THENCE NORTHWESTERLY 18.11 FEET ALONG THE ARC OF A 180.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 47°24'41" WEST 38.48 FEET); THENCE NORTHWESTERLY 27.27 FEET ALONG THE ARC OF A 57.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 18°58'00" WEST 27.27 FEET); THENCE LEAVING SAID AMENDED SUBDIVISION PLAT SOUTHWAY NORTH 08°15'37" EAST 108.98 FEET; THENCE NORTHWESTERLY 38.82 FEET ALONG THE ARC OF A NON-TANGENT 175.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 88°04'00" EAST 38.82 FEET); THENCE NORTH 79°27'48" EAST 132.10 FEET; THENCE NORTH 10°22'30" WEST 90.00 FEET; THENCE NORTHWESTERLY 27.38 FEET ALONG THE ARC OF A NON-TANGENT 15.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 88°04'00" EAST 27.38 FEET); THENCE NORTH 88°28'30" EAST 32.78 FEET; THENCE SOUTHWESTERLY 31.05 FEET ALONG THE ARC OF A NON-TANGENT 15.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 88°04'00" EAST 31.05 FEET); THENCE NORTH 79°27'48" EAST 30.01 FEET; THENCE SOUTHWESTERLY 18.00 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 39°07'00" WEST 18.00 FEET); THENCE NORTH 79°27'48" EAST 178.26 FEET; THENCE SOUTH 02°02'00" WEST 181.11 FEET; THENCE SOUTH 13°22'48" WEST 308.00 FEET; THENCE SOUTH 78°04'41" EAST 313.20 FEET; THENCE SOUTH 82°24'00" EAST 112.88 FEET; THENCE SOUTH 29°14'30" EAST 114.80 FEET; THENCE SOUTH 44°06'41" EAST 121.90 FEET; THENCE SOUTH 42°04'41" EAST 106.96 FEET; THENCE SOUTH 34°06'41" EAST 102.00 FEET; THENCE SOUTH 18°28'00" WEST 187.20 FEET; THENCE SOUTH 18°10'00" WEST 187.20 FEET; THENCE SOUTH 50°52'47" EAST 130.88 FEET; THENCE SOUTH 34°06'41" EAST 203.84 FEET; THENCE SOUTH 18°10'00" WEST 50.00 FEET; THENCE SOUTH 18°28'00" WEST 140.00 FEET; THENCE SOUTH 18°10'00" WEST 80.20 FEET; THENCE SOUTH 18°28'00" WEST 28.64 FEET; THENCE SOUTHWESTERLY 48.37 FEET ALONG THE ARC OF A 90.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 88°04'00" WEST 48.37 FEET); THENCE NORTHWESTERLY 38.82 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 14°04'00" WEST 38.82 FEET); THENCE NORTHWESTERLY 18.11 FEET ALONG THE ARC OF A 180.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 27°28'18" WEST 18.11 FEET); THENCE SOUTH 87°24'37" WEST 38.48 FEET; TO THE POINT OF BEGINNING.

CONTAINS 36.94 ACRES, MORE OR LESS.



VICINITY MAP

### NOTES

1. ALL OF THE PROPERTY INCLUDED IN THIS PLAT IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RED LEDGES PHASE I (DECLARATION) RECORDED IN THE OFFICE OF THE WASATCH COUNTY RECORDER IN HEBER CITY, UTAH. THE USE OF ANY RED LEDGES LOT IS GOVERNED BY THE TERMS OF THE DECLARATION. PURSUANT TO THE DECLARATION, ALL LOT OWNERS WITH RED LEDGES COVENANTS ARE MEMBERS OF THE RED LEDGES COMMUNITY ASSOCIATION, INC. (THE "ASSOCIATION") CERTAIN LOTS AND TRACTS MAY BE EXCLUDED FROM THE TERMS OF THE DECLARATION AND THE ASSOCIATION. THE ASSOCIATION'S DECLARATIONS AS CONTAINED IN THE DECLARATION, EACH LOT IS SUBJECT TO AND GOVERNED BY ALL EASEMENTS AND USE RIGHTS SET FORTH IN THESE PLAT NOTES. ON THIS PLAT AND IN THE DECLARATION TO THE EXTENT PROVIDED HEREIN AND IN THE DECLARATION.
2. NO IMPROVEMENTS OR LANDSCAPING MAY BE MADE TO ANY LOT WITHOUT THE REVIEW AND APPROVAL OF THE DECLARANT OR IF DELEGATED BY DECLARANT, THE ARCHITECTURAL REVIEW COMMITTEE OF RED LEDGES IN ACCORDANCE WITH THE DECLARATION AND THE RED LEDGES DESIGN GUIDELINES (DESIGN GUIDELINES) AND ANY ADDITIONAL DESIGN GUIDELINES WHICH MAY BE PROMULGATED THEREUNDER FROM TIME TO TIME WHICH DESIGN GUIDELINES AND SUPPLEMENTAL DESIGN GUIDELINES INCLUDE THE ESTABLISHING OF STREET LIGHTS, SIGNAGE, SPACING AND OTHER GUIDELINES. THE DESIGN GUIDELINES INCLUDE THE ESTABLISHING OF STREET LIGHTS OR SUPPLEMENTAL DESIGN GUIDELINES FOR SIGNATURE AREAS (SUPPLEMENTAL DESIGN GUIDELINES) AS PROVIDED IN THE DECLARATION AGREEMENT (DEFINED IN NOTE 3 BELOW). THE DECLARANT OR ARCHITECTURAL REVIEW COMMITTEE, WHOEVER HAS DESIGN REVIEW AUTHORITY, IS REFERRED TO AS THE "DESIGN REVIEW ENTITY".
3. DEVELOPMENT ON EACH LOT WILL BE LIMITED TO SPECIFIC BUILDING DISTURBANCE AREAS, OR "BUILDING ENVELOPES" CONFORMANT TO THE DESIGN GUIDELINES AND SUPPLEMENTAL DESIGN GUIDELINES. BUILDING ENVELOPES MAY BE ESTABLISHED IN THE DESIGN GUIDELINES AND SUPPLEMENTAL DESIGN GUIDELINES AND IDENTIFIED BY THE DECLARANT, OR THE ARCHITECTURAL REVIEW COMMITTEE, WITH THE CONSENT OF THE DECLARANT. THE PURPOSE OF THE DECLARANT'S (AND IF APPLICABLE ARCHITECTURAL REVIEW COMMITTEE'S) SOLE DISCRETION, PROMISED SUCH BUILDING ENVELOPES SHALL INCORPORATE ALL APPLICABLE BUILDING SETBACKS UNDER THE DEVELOPMENT AGREEMENT (DEFINED IN NOTE 3 BELOW) THE MASTER PLAN (DEFINED IN NOTE 5 BELOW) AND THE DESIGN GUIDELINES SHALL COMPLY WITH ANY ADDITIONAL DESIGN REQUIREMENTS PROVIDED FOR IN THIS FINAL PLAT. THE MAXIMUM HEIGHT OF ANY STRUCTURE SHALL BE ESTABLISHED BY THE DESIGN GUIDELINES. OWNERS OF BUILDING SITES ON ANY LOT THE PARTICIPATION OR COMPLIANCE WITH RESPECT TO THE FINAL LOCATION OF THE BUILDING FEATURES, OR ANY IMPROVEMENTS THAT MAY BE APPROVED FOR CONSTRUCTION ON ANY LOT.
4. RED LEDGES IS SERVED BY OR INCLUDED WITHIN THE BOUNDARIES OF TWO CREEK SPECIAL SERVICE DISTRICT (CSD) AND THE HEBER CITY SPECIAL SERVICE DISTRICT AND HEBER CITY.
5. RED LEDGES IS GOVERNED BY THE TERMS OF A MASTER PLAN APPROVED BY HEBER CITY. A SUBDIVISION AGREEMENT BETWEEN RED LEDGES LLC AND HEBER CITY, A DEVELOPMENT AGREEMENT BETWEEN HEBER CITY AND THE RED LEDGES LLC, AN AMENDMENT AGREEMENT BETWEEN HEBER CITY AND RED LEDGES, LLC, AND AN INTER-LOCAL AGREEMENT BETWEEN RED LEDGES LLC, HEBER CITY, TWIN CREEK SPECIAL SERVICE DISTRICT AND WASATCH COUNTY. THE APPLICABLE AGREEMENTS GOVERN USE, IMPROVEMENTS, OCCUPANCY AND UTILITIES WITH RED LEDGES.
6. ALL ROADS WITHIN RED LEDGES ARE PRIVATE AND WILL BE MAINTAINED BY THE ASSOCIATION SUBJECT TO THE TERMS OF THE DECLARATION. PRIVATE DRIVEWAYS SERVING INDIVIDUAL LOTS AND THE LANDSCAPING ON EACH LOT SHALL BE THE MAINTENANCE RESPONSIBILITY OF THE LOT OWNER. SIGNAGE, GATES, LANDSCAPING, SIGNAGE AND OTHER SIMILAR FACILITIES MAY BE CONSTRUCTED WITHIN THE ROAD RIGHTS OF WAY OR ADJACENT COMMON AREA PARCELS. PRIVATE DRIVEWAYS AND OTHER IMPROVEMENTS SHORTER THAN ONE LOT SHALL BE THE SHARED MAINTENANCE RESPONSIBILITY OF THE OWNERS OF THE LOTS SERVED THEREBY. PURSUANT TO THE ASSOCIATION MAY, IN ITS SOLE DISCRETION, UNDERTAKE THE MAINTENANCE OF SUCH SHARED FACILITIES AND ESTABLISH SPECIAL REQUIREMENTS APPLICABLE TO THE BENEFITS OF THE CENTS OF SUCH MAINTENANCE. AT THE TIME OF ANY RECONSTRUCTION OF ROADS WITHIN RED LEDGES, THE ASSOCIATION SHALL BE RESPONSIBLE TO RAISE MAINTENANCE TO GRADE, ACCORDING TO HEBER CITY SPECIFICATIONS. COMMON AREA TRACTS ARE NOT TO BE CONSTRUCTED TO BE DEDICATED FOR THE USE OF THE SOLE PUBLIC BUT ARE DECLARED COMMON AREAS FOR THE USE AND ENJOYMENT OF THE ASSOCIATION AND LOT OWNERS WITHIN THE ENTIRE RED LEDGES COMMUNITY.
7. RED LEDGES CONTAINS EXTENSIVE AREAS OF OPEN SPACE. OPEN SPACE AREAS DESIGNATED ON THE PLAT SHALL BE PRESERVED FROM SPACE CONSUMPTION IN ACCORDANCE WITH THE REQUIREMENTS OF THE DECLARATION AGREEMENT, DESIGN GUIDELINES AND THE DECLARATION.
8. ALL LOTS ARE SUBJECT TO A 10 FOOT WIDE PUBLIC AND PRIVATE NON-COULDEST UTILITY AND DRAINAGE EASEMENT ALONG ALL LOT LINES. DECLARANT RESERVES THE RIGHT TO GRANT ADDITIONAL UTILITY EASEMENTS WITHIN RED LEDGES. ALL ROAD RIGHTS OF WAY AND OPEN SPACES SHOWN ON THIS PLAT ARE SUBJECT TO DECLARANT'S RIGHT TO GRANT EASEMENTS FOR UTILITIES.
9. EACH LOT IS SUBJECT TO ADDITIONAL EASEMENTS FOR DRAINAGE, NATURAL DRAINAGE WAYS, TRAILS, UTILITIES AND OTHER MATTERS WHICH MAY AFFECT PORTIONS OF LOTS OUTSIDE OF THE PORTION OF THE LOT COVERED BY RECORDING IMPROVEMENTS. THESE EASEMENTS ARE IN ADDITION TO EASEMENTS GRAPHICALLY DESCRIBED ON THE PLAT. DECLARANT ALSO RESERVES PERMANENT EASEMENTS ACROSS THE PORTIONS OF LOTS ALONG ROADWAYS AND OUTSIDE OF THE RECORDING ROAD CORRIDOR FOR THE FINISHING OF CUT AND FILL SLOPES REQUIRED TO COMPLETE THE ROADS IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS APPROVED BY HEBER CITY.
10. TWIN CREEK, HEBER CITY AND PUBLIC UTILITY COMPANIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY AND DEDICATED EASEMENTS IDENTIFIED ON THIS PLAT MAP. PRIVATE ROADS, TRAIL EASEMENTS AND OPEN SPACE AREAS AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING SUCH SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREON, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING OBSTRUCTIONS AND VEGGATION THAT MAY BE LOCATED THEREIN. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE PUE AT THE LOT OWNER'S EXPENSE. ON THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE. AT THE TIME ANY PERMANENT STRUCTURES BE PLACED WITHIN THE PUE OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE PUE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN PUE.
11. ALL LOT CORNERS WILL BE SET WITH A 5/8" REBAR AND ORANGE CAP MARKED WELDING ENGINEERING INC.
12. THE RECREATIONAL FACILITIES DEVELOPED ON THE SUBJECT PROPERTY AND OPERATED AS PART OF THE RED LEDGES CLUB ARE NOT COMMON AREA OF PROPERTY OWNERS' ASSOCIATION. BUT RATHER ARE PRIVATELY OWNED. THE USE OF SUCH FACILITIES MAY ONLY BE OBTAINED BY ACQUIRING A MEMBERSHIP AT RED LEDGES CLUB AND PAYING THE REQUISITE FEES AND CHARGES ASSOCIATED THEREWITH. OWNERSHIP OF A RESIDENCE OR HOMESTEAD IN RED LEDGES DOES NOT GIVE ANY VESTED RIGHT OR EASEMENT, PRESCRIPTIVE OR OTHERWISE, TO USE SAID RECREATIONAL FACILITIES AND DOES NOT GRANT ANY OWNERSHIP OR MEMBERSHIP INTEREST IN RED LEDGES CLUB OR ITS FACILITIES. THE DECLARATION ESTABLISHES CERTAIN RIGHTS AND EASEMENTS IN FAVOR OF THE RED LEDGES CLUB.
13. ALL STORM WATER IMPROVEMENTS AND EASEMENTS ARE DEDICATED TO RED LEDGES COMMUNITY ASSOCIATION, INC. AND ARE TO BE MAINTAINED BY THE ASSOCIATION.
14. ALL UNITS WITHIN THIS DEVELOPMENT SHALL BE FIVE SPINNLES.

EXECUTED THIS 30<sup>th</sup> DAY OF JAN 2014  
BY: RED LEDGES LAND DEVELOPMENT, INC.,  
A FLORIDA CORPORATION  
*[Signature]*  
PL. USE PRESIDENT, 1000-8-0001

### ACKNOWLEDGMENT

STATE OF UTAH |  
COUNTY OF WASATCH |  
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME  
THIS 30<sup>th</sup> DAY OF JAN 2014,  
BY *[Signature]*  
KELLY RAE COOK  
WY CLERK OF COURTS

### BASIS OF BEARINGS:

THE BASIS OF BEARING FOR THIS PLAT IS NORTH 89°02'00" EAST BETWEEN THE SOUTH QUARTER CORNER OF SECTION 28 AND THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN.

### NARRATIVE:

THIS PROPERTY IS AN INTERNAL PHASE OF THE RED LEDGES PROJECT. SEE THE RECORD OF SURVEY ON FILE WITH THE WASATCH COUNTY SURVEYORS OFFICE FOR THE BOUNDARY SURVEY OF THE RED LEDGES PROJECT.

### OWNER'S DEDICATION AND CONSENT TO RECORD

KNOWN ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED IS THE OWNER OF THE HEREIN DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND STREETS, HEREBY TO BE KNOWN AS "RED LEDGES PHASE 1R". DOES HEREBY DEDICATE TO RED LEDGES COMMUNITY ASSOCIATION, INC. ALL PARCELS OF LAND INDICATED ON THIS PLAT AS PRIVATE ROADWAYS FOR PRIVATE USE FOR ACCESS, WALKWAYS AND LOTS OF THE LOT OWNERS WITHIN THE RED LEDGES COMMUNITY AND DOES HEREBY SET ASIDE ALL PARCELS OF LAND AND EASEMENTS OF OPEN SPACE LOTS AND RED LEDGES COMMUNITY ASSOCIATION, INC. AND THE LOT OWNERS WITHIN THE RED LEDGES COMMUNITY AS MAY BE PERMITTED BY THE DESIGN GUIDELINES AND RESTRICTIONS FOR RED LEDGES PHASE I AND BE SUBJECT TO AND IN ACCORDANCE WITH SUCH RULES AND REGULATIONS AND MAY BE APPROVED BY THE RED LEDGES COMMUNITY ASSOCIATION, INC.

ALSO, THE OWNER HEREBY GRANTS TO BOUNDARY ADJACENT HEBER CITY, TWIN CREEK SSO AND WASATCH COUNTY FIRE DISTRICT, NON-COULDEST EASEMENT OVER PRIVATE ROADS, PRIVATE DRIVEWAYS, INDICATED COMMON AREA TRACTS AND ALL OTHER EASEMENTS SHOWN ON THIS PLAT FOR THE PURPOSE OF PROTECTING UTILITIES, REGULATION, MAINTENANCE, OPERATION AND EVENTUAL REPLACEMENT.

ALSO, ALL PUBLIC TRAILS SHOWN ON THIS PLAT ARE HEREBY DEDICATED FOR USE BY THE PUBLIC.

### RED LEDGES PHASE 1R

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 28, THE SOUTHWEST QUARTER OF SECTION 27, THE NORTHWEST QUARTER OF SECTION 34, AND THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH

C:\DATA\10038 Red Ledges\wg\Plot\URL Phase 1R Plot.dwg  
PLOT DATE: Jan 29, 2014

**WILDING ENGINEERING**  
14721 SOUTH HERRINGTON CREEK WAY  
BLUFFDALE, UTAH 84005  
801.735.0111  
WWW.WILDINGENGINEERING.COM

**COUNTY SURVEYOR**

APPROVED AS TO FORM ON THIS 30<sup>th</sup> DAY OF JAN 2014

*[Signature]*  
COUNTY SURVEYOR

**APPROVAL AS TO FORM**

APPROVED ON THIS 30<sup>th</sup> DAY OF JAN 2014

*[Signature]*  
TWIN CREEK SPECIAL SERVICE DISTRICT MANAGER

**APPROVAL AS TO FORM**

APPROVED AS TO FORM ON THIS 5<sup>th</sup> DAY OF FEB 2014

*[Signature]*  
HEBER CITY MAYOR  
ATTESTED BY MUNICIPAL CLERK

**APPROVAL AS TO FORM**

APPROVED ON THIS 3<sup>rd</sup> DAY OF MARCH 2014

*[Signature]*  
CITY ENGINEER

**APPROVAL AS TO FORM**

APPROVED AND ACCEPTED BY THE HEBER CITY PLANNING COMMISSION THIS 4<sup>th</sup> DAY OF FEB 2014

*[Signature]*  
CHAIRMAN

**RECORDED**

ENTRY NO. 399072 | BOOK 1100, PAGE 118-119T  
STATE OF UTAH | COUNTY OF WASATCH  
DATE 03-10-2014 | TIME 5:58 PM  
RECORDED AND FILED AT THE REQUEST OF  
RED LEDGES LAND DEVELOPMENT, INC.



RESIDING AT Summit Co.

# RED LEDGES PHASE 1R

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 28,  
THE SOUTH-WEST QUARTER OF SECTION 27, THE  
NORTH-WEST QUARTER OF SECTION 34, AND THE  
NORTH-EAST QUARTER OF SECTION 33, TOWNSHIP 3  
SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN  
WASATCH COUNTY, UTAH

CURVE TABLE					CURVE TABLE						
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE	CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	47.56	51.00	175.02°	N19°25'27"W	46.30	C34	14.84	15.00	53.07°23'	N42°34'17"E	14.80
C2	15.57	88.00	47°44'39"	N77°32'27"W	15.49	C35	106.10	165.00	37°44'49"	S06°58'19"E	106.10
C3	12.87	375.00	1°58'21"	N54°25'20"W	12.87	C36	22.27	165.00	22°28'38"	S74°17'26"E	22.27
C4	23.56	15.00	30°20'20"	N68°34'18"W	23.21	C37	25.42	165.00	12°18'12"	S08°34'39"W	25.42
C5	28.82	87.00	1°01'14"	S88°41'23"E	28.82	C38	174.53	375.00	1°04'05"	N26°47'37"E	174.53
C6	39.60	88.00	38°45'21"	S83°23'31"E	38.46	C39	88.19	875.00	5°14'20"	N10°00'37"E	88.19
C7	25.07	88.00	38°19'07"	N42°34'17"E	24.81	C40	44.80	375.00	2°49'45"	N25°04'32"E	44.80
C8	27.37	14.00	27°25'32"	N34°51'07"W	27.11	C41	124.07	75.00	6°33'27"	N49°28'39"E	124.07
C9	26.63	175.00	12°20'20"	N49°27'27"E	26.34	C42	21.00	18.00	90°29'21"	S29°25'27"W	18.00
C10	27.35	13.00	10°42'30"	N37°23'10"W	27.19	C43	10.00	18.00	90°29'21"	S29°25'27"W	18.00
C11	21.80	13.00	8°02'49"	N49°27'27"E	21.36	C44	10.00	18.00	90°29'21"	S29°25'27"W	18.00
C12	24.43	15.00	5°51'42"	S89°14'12"W	24.17	C45	146.88	225.00	37°22'32"	N17°00'27"E	146.88
C13	26.19	15.00	5°51'42"	S89°14'12"W	25.93	C46	36.36	225.00	5°44'45"	N47°29'43"E	36.36
C14	26.19	15.00	5°51'42"	S89°14'12"W	25.93	C47	36.36	225.00	5°44'45"	N47°29'43"E	36.36
C15	112.56	800.00	1°20'47"	N33°17'38"W	112.30	C48	88.87	425.00	1°18'40"	N47°29'43"E	88.87
C16	26.19	15.00	5°51'42"	S89°14'12"W	25.93	C49	111.17	425.00	15°47'41"	N47°29'43"E	111.17
C17	26.19	15.00	5°51'42"	S89°14'12"W	25.93	C50	111.17	425.00	15°47'41"	N47°29'43"E	111.17
C18	26.19	15.00	5°51'42"	S89°14'12"W	25.93	C51	111.17	425.00	15°47'41"	N47°29'43"E	111.17
C19	26.19	15.00	5°51'42"	S89°14'12"W	25.93	C52	111.17	425.00	15°47'41"	N47°29'43"E	111.17
C20	274.27	400.00	4°11'31"	N74°27'24"W	273.81	C53	81.56	225.00	2°24'22"	S17°01'07"W	81.56
C21	14.37	400.00	4°05'59"	N47°29'43"E	14.36	C54	16.04	175.00	8°07'50"	S27°11'14"W	16.04
C22	127.44	400.00	1°18'13"	S29°27'37"E	126.90	C55	106.10	375.00	2°28'51"	N27°11'17"E	106.10
C23	127.44	400.00	1°18'13"	S29°27'37"E	126.90	C56	106.10	375.00	2°28'51"	N27°11'17"E	106.10
C24	273.80	200.00	2°24'49"	N42°34'17"E	273.00	C57	15.70	225.00	1°03'07"	N49°28'39"E	15.70
C25	179.12	143.00	11°02'40"	S43°18'40"E	178.20	C58	22.49	375.00	14°08'38"	N41°44'47"E	22.49
C26	179.12	143.00	11°02'40"	S43°18'40"E	178.20	C59	22.49	375.00	14°08'38"	N41°44'47"E	22.49
C27	179.12	143.00	11°02'40"	S43°18'40"E	178.20	C60	22.49	375.00	14°08'38"	N41°44'47"E	22.49
C28	179.12	143.00	11°02'40"	S43°18'40"E	178.20	C61	22.49	375.00	14°08'38"	N41°44'47"E	22.49
C29	179.12	143.00	11°02'40"	S43°18'40"E	178.20	C62	22.49	375.00	14°08'38"	N41°44'47"E	22.49
C30	179.12	143.00	11°02'40"	S43°18'40"E	178.20	C63	22.49	375.00	14°08'38"	N41°44'47"E	22.49
C31	179.12	143.00	11°02'40"	S43°18'40"E	178.20	C64	22.49	375.00	14°08'38"	N41°44'47"E	22.49
C32	179.12	143.00	11°02'40"	S43°18'40"E	178.20	C65	22.49	375.00	14°08'38"	N41°44'47"E	22.49
C33	179.12	143.00	11°02'40"	S43°18'40"E	178.20	C66	22.49	375.00	14°08'38"	N41°44'47"E	22.49
C34	222.22	425.00	4°27'27"	S17°22'12"E	221.60	C67	21.30	18.00	104°28'39"	N49°28'39"E	21.30
C35	222.22	425.00	4°27'27"	S17°22'12"E	221.60	C68	21.30	18.00	104°28'39"	N49°28'39"E	21.30
C36	222.22	425.00	4°27'27"	S17°22'12"E	221.60	C69	21.30	18.00	104°28'39"	N49°28'39"E	21.30
C37	222.22	425.00	4°27'27"	S17°22'12"E	221.60	C70	21.30	18.00	104°28'39"	N49°28'39"E	21.30
C38	222.22	425.00	4°27'27"	S17°22'12"E	221.60	C71	21.30	18.00	104°28'39"	N49°28'39"E	21.30
C39	222.22	425.00	4°27'27"	S17°22'12"E	221.60	C72	21.30	18.00	104°28'39"	N49°28'39"E	21.30
C40	222.22	425.00	4°27'27"	S17°22'12"E	221.60	C73	21.30	18.00	104°28'39"	N49°28'39"E	21.30
C41	222.22	425.00	4°27'27"	S17°22'12"E	221.60	C74	21.30	18.00	104°28'39"	N49°28'39"E	21.30
C42	222.22	425.00	4°27'27"	S17°22'12"E	221.60	C75	21.30	18.00	104°28'39"	N49°28'39"E	21.30
C43	222.22	425.00	4°27'27"	S17°22'12"E	221.60	C76	21.30	18.00	104°28'39"	N49°28'39"E	21.30
C44	222.22	425.00	4°27'27"	S17°22'12"E	221.60	C77	21.30	18.00	104°28'39"	N49°28'39"E	21.30
C45	222.22	425.00	4°27'27"	S17°22'12"E	221.60	C78	21.30	18.00	104°28'39"	N49°28'39"E	21.30
C46	222.22	425.00	4°27'27"	S17°22'12"E	221.60	C79	21.30	18.00	104°28'39"	N49°28'39"E	21.30
C47	222.22	425.00	4°27'27"	S17°22'12"E	221.60	C80	21.30	18.00	104°28'39"	N49°28'39"E	21.30
C48	222.22	425.00	4°27'27"	S17°22'12"E	221.60	C81	21.30	18.00	104°28'39"	N49°28'39"E	21.30
C49	222.22	425.00	4°27'27"	S17°22'12"E	221.60	C82	21.30	18.00	104°28'39"	N49°28'39"E	21.30
C50	222.22	425.00	4°27'27"	S17°22'12"E	221.60	C83	21.30	18.00	104°28'39"	N49°28'39"E	21.30
C51	222.22	425.00	4°27'27"	S17°22'12"E	221.60	C84	21.30	18.00	104°28'39"	N49°28'39"E	21.30
C52	222.22	425.00	4°27'27"	S17°22'12"E	221.60	C85	21.30	18.00	104°28'39"	N49°28'39"E	21.30
C53	222.22	425.00	4°27'27"	S17°22'12"E	221.60	C86	21.30	18.00	104°28'39"	N49°28'39"E	21.30
C54	222.22	425.00	4°27'27"	S17°22'12"E	221.60	C87	21.30	18.00	104°28'39"	N49°28'39"E	21.30
C55	222.22	425.00	4°27'27"	S17°22'12"E	221.60	C88	21.30	18.00	104°28'39"	N49°28'39"E	21.30
C56	222.22	425.00	4°27'27"	S17°22'12"E	221.60	C89	21.30	18.00	104°28'39"	N49°28'39"E	21.30
C57	222.22	425.00	4°27'27"	S17°22'12"E	221.60	C90	21.30	18.00	104°28'39"	N49°28'39"E	21.30
C58	222.22	425.00	4°27'27"	S17°22'12"E	221.60	C91	21.30	18.00	104°28'39"	N49°28'39"E	21.30
C59	222.22	425.00	4°27'27"	S17°22'12"E	221.60	C92	21.30	18.00	104°28'39"	N49°28'39"E	21.30
C60	222.22	425.00	4°27'27"	S17°22'12"E	221.60	C93	21.30	18.00	104°28'39"	N49°28'39"E	21.30
C61	222.22	425.00	4°27'27"	S17°22'12"E	221.60	C94	21.30	18.00	104°28'39"	N49°28'39"E	21.30
C62	222.22	425.00	4°27'27"	S17°22'12"E	221.60	C95	21.30	18.00	104°28'39"	N49°28'39"E	21.30
C63	222.22	425.00	4°27'27"	S17°22'12"E	221.60	C96	21.30	18.00	104°28'39"	N49°28'39"E	21.30
C64	222.22	425.00	4°27'27"	S17°22'12"E	221.60	C97	21.30	18.00	104°28'39"	N49°28'39"E	21.30
C65	222.22	425.00	4°27'27"	S17°22'12"E	221.60	C98	21.30	18.00	104°28'39"	N49°28'39"E	21.30
C66	222.22	425.00	4°27'27"	S17°22'12"E	221.60	C99	21.30	18.00	104°28'39"	N49°28'39"E	21.30
C67	222.22	425.00	4°27'27"	S17°22'12"E	221.60	C100	21.30	18.00	104°28'39"	N49°28'39"E	21.30

LINE #	LENGTH	DIRECTION
L1	36.84	S01°50'41"E
L2	50.00	N08°21'34"E
L3	36.84	N41°29'09"W
L4	50.00	S29°27'37"E
L5	45.73	N02°27'48"E
L6	45.73	N02°27'48"E
L7	45.73	N02°27'48"E
L8	45.73	N02°27'48"E
L9	45.73	N02°27'48"E
L10	45.73	N02°27'48"E
L11	45.73	N02°27'48"E
L12	45.73	N02°27'48"E
L13	45.73	N02°27'48"E
L14	45.73	N02°27'48"E
L15	45.73	N02°27'48"E
L16	45.73	N02°27'48"E
L17	45.73	N02°27'48"E
L18	45.73	N02°27'48"E
L19	45.73	N02°27'48"E
L20	45.73	N02°27'48"E
L21	45.73	N02°27'48"E
L22	45.73	N02°27'48"E
L23	45.73	N02°27'48"E
L24	45.73	N02°27'48"E
L25	45.73	N02°27'48"E
L26	45.73	N02°27'48"E
L27	45.73	N02°27'48"E
L28	45.73	N02°27'48"E
L29	45.73	N02°27'48"E
L30	45.73	N02°27'48"E
L31	45.73	N02°27'48"E
L32	45.73	N02°27'48"E
L33	45.73	N02°27'48"E
L34	45.73	N02°27'48"E
L35	45.73	N02°27'48"E
L36	45.73	N02°27'48"E
L37	45.73	N02°27'48"E
L38	45.73	N02°27'48"E
L39	45.73	N02°27'48"E
L40	45.73	N02°27'48"E
L41	45.73	N02°27'48"E
L42	45.73	N02°27'48"E
L43	45.73	N02°27'48"E
L44	45.73	N02°27'48"E
L45	45.73	N02°27'48"E
L46	45.73	N02°27'48"E
L47	45.73	N02°27'48"E
L48	45.73	N02°27'48"E
L49	45.73	N02°27'48"E
L50	45.73	N02°27'48"E
L51	45.73	N02°27'48"E
L52	45.73	N02°27'48"E
L53	45.73	N02°27'48"E
L54	45.73	N02°27'48"E
L55	45.73	N02°27'48"E
L56	45.73	N02°27'48"E
L57	45.73	N02°27'48"E
L58	45.73	N02°27'48"E
L59	45.73	N02°27'48"E
L60	45.73	N02°27'48"E
L61	45.73	N02°27'48"E
L62	45.73	N02°27'48"E
L63	45.73	N02°27'48"E
L64	45.73	N02°27'48"E
L65	45.73	N02°27'48"E
L66	45.73	N02°27'48"E
L67	45.73	N02°27'48"E
L68	45.73	N02°27'48"E
L69	45.73	N02°27'48"E
L70	45.73	N02°27'48"E
L71	45.73	N02°27'48"E
L72	45.73	N02°27'48"E
L73	45.73	N02°27'48"E
L74	45.73	N02°27'48"E
L75	45.73	N02°27'48"E
L76	45.73	N02°27'48"E
L77	45.73	N02°27'48"E
L78	45.73	N02°27'48"E
L79	45.73	N02°27'48"E
L80	45.73	N02°

# Tab 10

**Re: Chris Shurian Applications at 700 South 1200 West**

- 1. General Plan Amendment**
- 2. Zoning Map Amendment**
- 3. Overlay Zone Map Amendment**

At the last work meeting, the Council heard a request by Chris Shurian to consider his zone change request on the next regular Council meeting. The petitioner is proposing a housing development aimed at seniors. The proposed development contains an assisted living center, 30 independent living units, and 36 senior 4-plex units. The site is currently zoned R-1 Residential, which permits detached single family dwellings on lots with 10,000 square feet and 100 feet of frontage.

Sherman's Landing is an approved but expired subdivision plat that was approved about 8 years ago on this site, containing 35 building lots under current zoning, and developed at approximately 2.5 units per acre. The current proposal would require a zone change.

To accommodate the proposal, the petitioner is proposing changing the General Plan Land Use Designation from Low Density Residential to Moderate Density Residential. The property would then be rezoned to R-2 Residential in order to accommodate the Clustered Open Space Overlay Zone (COSZ). With the proposed zoning designations, 5 units per acre would be permitted on the property. The proposal contains approximately 4.26 units per acre.

The COSZ requires 50 percent open space, a minimum of 10 acres for any development, permits attached housing, and can permit a non-residential use such as an assisted living center, if that use provides services to residents of the development.

**Map Amendments**

On August 13, 2015 the Planning Commission held a public hearing to consider the 3 amendments, designating the land use from Low Density to Moderate Density Residential, amending the Zoning Map from R-1 to R-2 Residential and designating the property as COSZ on the Zoning Map. Riley Probst, an adjoining neighbor, expressed concern with the proposed rezone because it permits a higher density next to unincorporated properties.

The Planning Commission recommended approval of the proposed changes as consistent with statements in the general plan regarding housing for senior citizens and recommended a restriction on the zone change that requires the property to be developed for seniors, or else be rezoned back to R-1 Residential. The Planning Commission vote was 6 ayes and 1 nay. The general plan goals include:

1. Provide a variety of housing types for senior citizens, including assisted care centers, independent care centers, and targeted senior retirement communities. These facilities need to be located near critical support facilities, namely: medical, shopping, churches, etc.
2. Provide zoning regulations to encourage housing types for elderly or senior citizens including assisted care, independent care, and targeted senior retirement communities;

The Planning Commission also approved a concept plan for the property, which is attached for reference.

ORDINANCE NO. 2016-3

AN ORDINANCE AMENDING THE HEBER CITY GENERAL LAND USE MAP.

BE IT ORDAINED by the City Council of Heber City, Utah, that the Heber City GENERAL PLAN LAND USE MAP is **amended** to change the Land Use from Low Density Residential to Moderate Density Residential as shown on Exhibit 1.

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

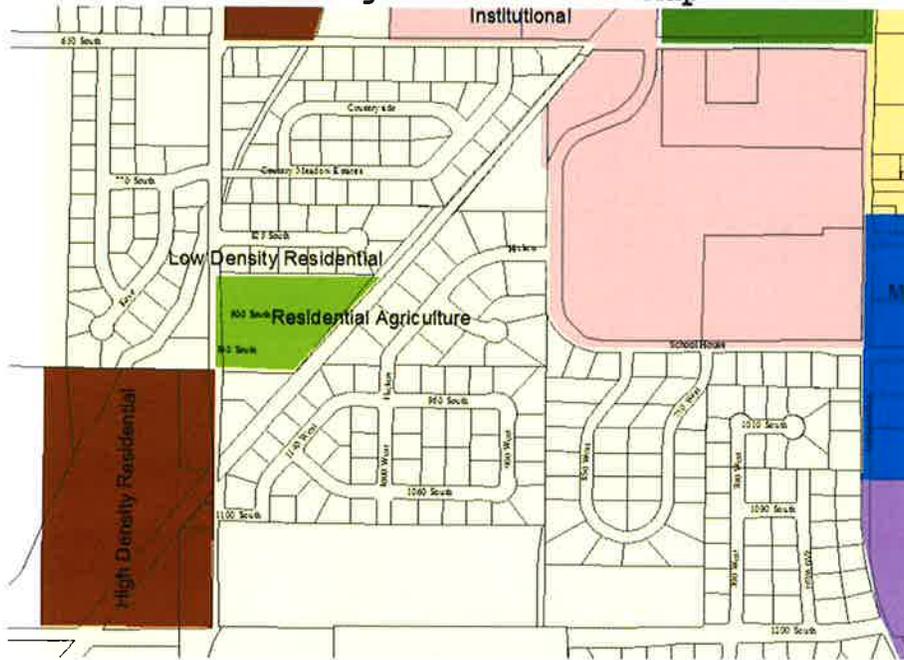
ATTEST:

\_\_\_\_\_  
RECORDER

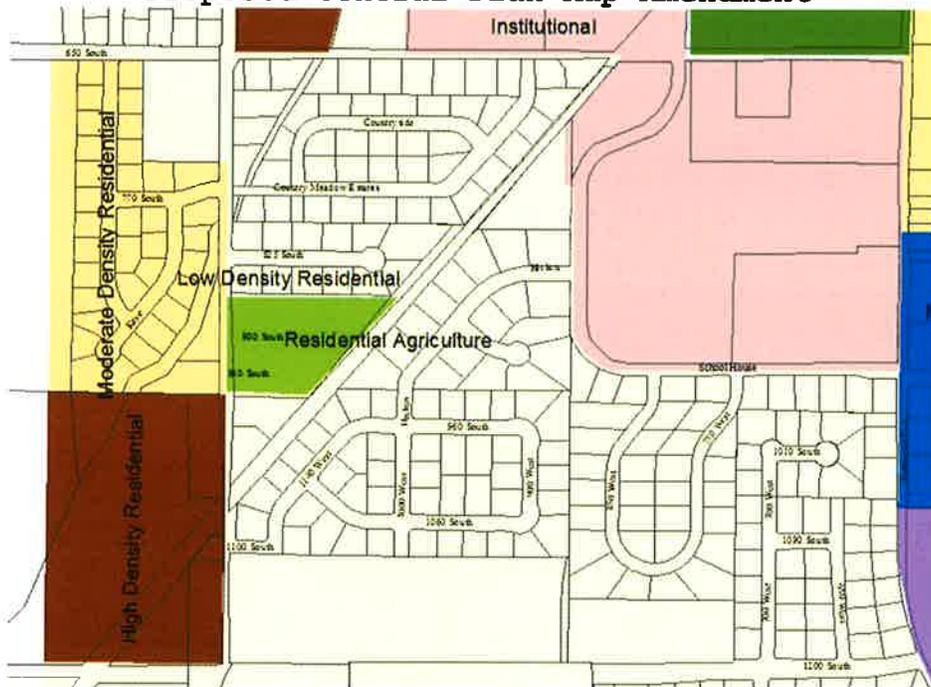
Date of First Publishing: \_\_\_\_\_

**EXHIBIT 1**

**Existing General Plan Map**



**Proposed General Plan Map Amendment**



# Tab 11

**ORDINANCE NO. 2016-4**

**AN ORDINANCE AMENDING THE HEBER CITY ZONING MAP.**

BE IT ORDAINED by the City Council of Heber City, Utah, that the property described in Exhibit 2 is rezoned from R-1 Residential to R-2 Residential with the COSZ Clustered Open Space Overlay Zone on the Heber CITY ZONING MAP as shown on Exhibit 1.

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

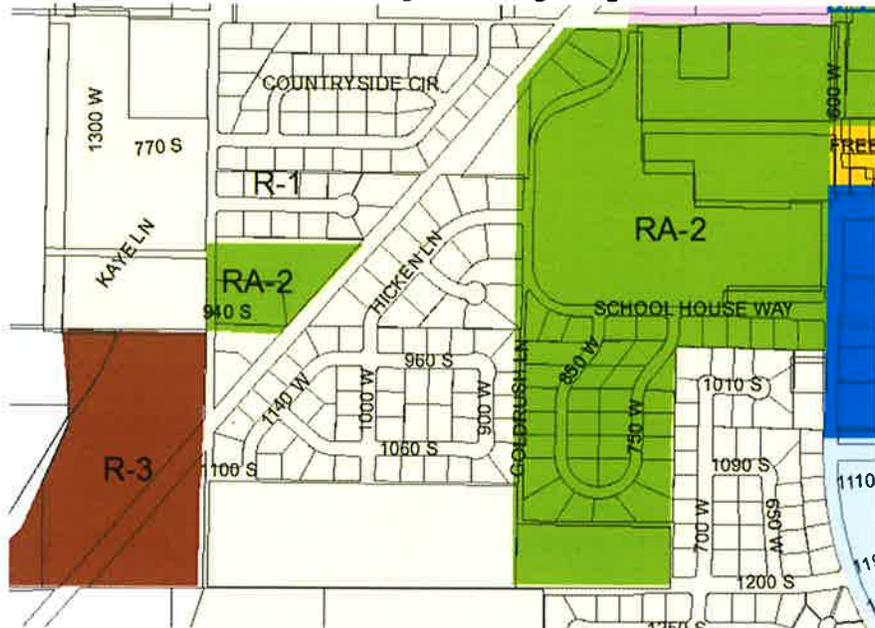
ATTEST:

\_\_\_\_\_  
RECORDER

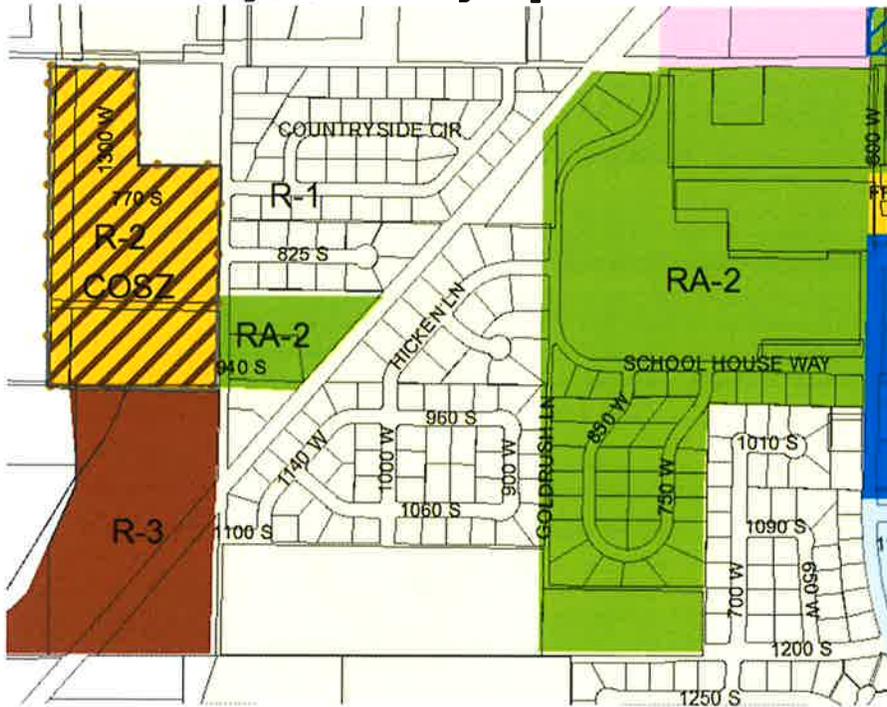
Date of First Publishing: \_\_\_\_\_

EXHIBIT 1

Existing Zoning Map



Proposed Zoning Map Amendment



**EXHIBIT 2**

**Parcel 1:**

**Beginning 2.86 chains South of the Northeast corner of the Southeast quarter of Section 1, in Township 4 South of Range 4 East of the Salt Lake Meridian; and running thence South 89°12' East 2.53 chains; thence South 0°48' West 15.50 chains; thence North 89°12' West 10.50 chains; thence North 0°48' East 15.50 chains; thence South 89°12' East 7.97 chains to the place of beginning.**

**Less and excepting the following described property:**

**Beginning at a point located East 158.60 feet and South 220.43 feet from the East quarter corner of Section 1, Township 4 South, Range 4 East, Salt Lake Base and Meridian; thence South 00° 25' 55" West 425.44 feet along the center line of South Field Road; thence North 89° 40' 45" West 339.69 feet to a set rebar with cap; thence North 00° 19' 15" East 425.43 feet to the center line of 650 South Street; thence South 89° 40' 45" East 340.51 feet along the center line of 650 South Street to the point of beginning.**

**Parcel 2:**

**Beginning at a point 18.90 chains South of the Northeast corner of Southeast quarter of Section 1, Township 4 South, Range 4 East of Salt Lake Base and Meridian; and running thence East 2.33 chains; thence South 5 chains; thence North 89° 12' West 10.50 chains; thence North 0° 48' East 5 chains; thence South 89° 12' East 8.17 chains to the place of beginning.**

**The above described tract of land however, is subject to right of way for public travel over a strip 2 rods in width of the eastern end of said tract of land.**

**The following is shown for informational purposes only: Tax Serial No. OHE-1693 and OHE-1694.**

# **Tab 12**

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

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

Amended by Chapter 292, 2003 General Session