

# **WORK MEETING**

**AGENDA  
AND  
STAFF MEMO**

**HEBER CITY CORPORATION**  
**75 North Main Street**  
**Heber City, Utah 84032**  
**City Council Work Meeting**  
**February 4, 2016**

**4:30 p.m. Work Meeting**

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

- I. Call to Order**
  1. Review of the Witt Annexation Agreement
  2. Review Draft Memorandum of Understanding Between the Wasatch Citizen Corps Council (W4C) and Heber City Corporation
  3. Review the Morgan Commercial Subdivision Located at 1320 South Daniel Road, Russell Morgan
  4. Review Recommendation From the Airport Advisory Board Regarding Offering Non-Reversionary Leases to Daniel Hangars 23-30
  5. Review Airport Advisory Board Recommendation Regarding an RFP for a Second FBO and Establishment of a Committee to Renegotiate the FBO Lease Agreement
  6. Mark Nelson, Discussion Regarding the Heber Valley Railroad Area Master Plan
  7. Other Items as Needed

Ordinance 2006-05 allows Heber City Council Members to participate in meetings via telecommunications media.
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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.
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Posted on January 28, 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://pmn.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

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## WORK MEETING

**Item 1 - Review of the Witt Annexation Agreement:** Enclosed is a copy of the draft Witt Annexation Agreement which includes 27.52 acres of land located at 2400 – 2900 South on the east side of Highway 40. This annexation includes only 12.69 acres of private land east of Mill Road. The other acreage consists of public roads and the Keyser property which is west of Mill Road. As you are aware, members of the Wasatch County Council have expressed opposition to the City annexing property east of Mill Road that is within the Twin Creeks Special Service District. At the Mayor's request, Tony Kohler has invited the County Council to the meeting to express what concerns they have with the proposed annexation. FYI, the City did send out notice of the proposed annexation to Twin Creeks and Wasatch County but did not receive any response from either entity before the end of the protest period. (See enclosed letters)

The Council should understand that Twin Creeks does have a sewer line in the area that can serve this property. The City is in a much better position to provide water, as main lines are in 2400 South and the nearest Twin Creeks water line is over one mile away in 1200 South.

Some of the concerns/options that I have heard expressed on this issue are as follows:

- Having the City serve the area with water would compromise the financial condition of the Twin Creeks Special Service District
- That there is a gentleman's agreement between the City and County Council that Heber City will not annex east of Mill Road (1200 East)
- Would the City consider sharing revenue with the County from the area if the area were allowed to be annexed?
- Would the City consider serving the area with water until the Twin Creeks system could be developed in the area and not annex the property?

In response to the above concerns/options, I would offer the following:

- Twin Creeks currently is planning to build an additional storage tank to meet their needs and the closest water line is over a mile away. I do not think there is any significant investment that Twin Creeks has made that would be unrealized if the City annexed the property and provided water services. If the County/Twin Creeks were to pay to extend a water line to the area in the near future, the impact fees they would receive from serving this 12.69 acres of private property located east of Mill Road would not come close to offsetting the cost of running the water line without developer assistance.
- In years past the County has asked that the City not annex east of 1200 East. The City has actually turned down one or more annexations of property east of 1200 East and South of Center Street. In 1998, the City did adopt Resolution 98-10 that stated that the City “will not provide water connection within the Twin Creeks Special Service District absent annexation of the area to be served or the consent of the control board of the District”. Annexation of the property would not violate this Resolution.
- To me, it does not make sense to consider revenue sharing that would come from development of the property. The recently completed Strawberry and Bassett Ritchie annexations did not receive this request from the County. The incorporation of Independence, Hide Out and Daniel did not receive this request. The property is within the boundaries of a special service district that has no claim to sales tax. No cities I am aware of agree to revenue sharing with a County when a property owner seeks annexation. The County will get increased property tax revenue from the development of the property and is relieved of the obligation to provide some services.
- To me this is a private property rights issue. A property owner should have the right to develop their land within the jurisdiction they choose if they are within the annexation policy boundary of a City. To me, the real issue appears to be that Wasatch County is concerned about the City annexing property east of 1200 East (being precedent setting) because we have densities that are concerning to other developed properties in the County. In this case the affected properties are commercial and there is no difference in densities whether it is developed in the City or County. To me, the creation of a special service district should not be treated the same as the incorporation of a City that has boundaries that cannot be crossed. Otherwise, Red Ledges would not be served by Twin Creeks.

Admittedly, it is not ideal to have water provided by the City and sewer by Twin Creeks. In this circumstance it is what I think is in the best interest of the affected property owners based on available services. Examples of this are: providing sewer service to the LDS Church in the Town of Daniel and the anticipated sewer service to the new elementary school in Daniel.

The City has not yet received any comments on the draft agreement from the property owners within the annexation area, but expect to have some comments prior to the work meeting. (See enclosed staff report and draft annexation agreement.

Lastly, it is anticipated that cities will annex property and grow. Because of the number of special service districts that exist in Wasatch County, annexation of property becomes more challenging or unlikely based on municipal type services being readily available in rural areas. Although these factors should be considered when annexing property, it should not make annexation of property prohibitive if a property owner requests annexation and the City determines it is not detrimental to the community

**Item 2 – Review Draft Memorandum of Understanding Between the Wasatch Citizen Corps Council (W4C) and Heber City Corporation:** For the last few years the City has been working with the Citizen Corps Council to clarify roles, responsibilities and potential liability when working with volunteer emergency management groups. To that end, Jason Bradley has drafted the attached agreement which has been reviewed by legal counsel to develop an agreement that addresses these issues. Additionally, our insurance provider, Utah Local Governments Trust, has reviewed the document and is comfortable with what is being proposed. Chief Booth or Jason Bradley will be available to answer any questions the Council has with the proposed MOU.

**Item 3 – Review the Morgan Commercial Subdivision Located at 1320 South Daniel Road, Russell Morgan:** Russell Morgan has been before the Planning Commission to seek approval for a two lot commercial subdivision on Daniel Road. (See attached staff report and plat map) Tony Kohler will be prepared to answer any questions the Council might have concerning this proposed subdivision.

**Item 4 – Review Recommendation from the Airport Advisory Board Regarding Offering Non-Reversionary Leases to Daniel Hangars 23-30:** For the past few months, the Airport Board has been entertaining requests from hangar owners to convert the 8 reversionary hangar leases on hangars constructed by the City to a non-reversionary lease. At the last meeting, the Airport Board reviewed the attached proposal presented by Gerry Hall (owner of Daniel Hangar #28) which would provide an additional \$569.50 per year in lease fees based on the entire leasehold being charged at 33.5¢ per square foot and additionally for the next 30 years an additional payment of \$1,500 per year. Therefore each hangar owner would pay an additional \$60,000 over a thirty year period to retain ownership of the hangar.

I assume the City Council knows that I favor reversionary leases as it gives the City more control of the airport and over time will typically generate more revenue. In my opinion, if the proposed agreement were not beneficial to the hangar owners, you would not see a willingness to accept it. With that said, the compensation being offered to the City is more equitable than what has been previously proposed. Below is the motion made by the airport board on this issue.

*Board Member Mabbutt moved that this proposal be moved before the City Council to convert from reversionary to non-reversionary leases for the Daniel 8 hangars, as proposed by Gerry Hall. Board Member McFee seconded the motion.*

*Board Member Phillips went on the record to reiterate his position on the issue. He stated that the City's responsibility was to lease property to individuals to build hangars to store aircraft, and it was not the City's responsibility to adopt policy to assist in increasing private*

*investment on City property. He added that is why he opposed this proposal from the beginning. Reversionary leases represented an investment for the City; non-reversionary leases did not. The prior discussion on this issue applied only to new hangar leases, and existing leases were not among those considered. Phillips added that in spite of what some owners would allege, the FAA had no problem with having two types of leases, and there was no discriminatory practice in doing so. In his opinion, this proposal was in the best interest of the private hangar owners, and not in the best interest of the City.*

*Board Member Phillips moved to amend the motion to add that this recommendation in no way sets a precedent for other types of hangars on the airport. Board Member McFee made the second. Voting Aye: Board Members McQuarrie, McFee, Hansen, Mabbutt, and Phillips.*

*The Board then voted on Board Member Mabbutt's motion, as amended. Voting Aye: Board Members McQuarrie, McFee, Hansen, Mabbutt, and Phillips.*

Even though the motion only applies to Daniel Hangar #23 - 30, based on previous conversations with the FAA, I believe Daniel Hangar #5 is similarly situated as it has the same reversionary lease agreement. Also, it is possible that two other hangars in the commercial area might claim that they are similarly situated and should be treated similarly. I have not yet had enough time to fully explore the FAA's opinion on this matter.

**Item 5 – Review Airport Advisory Board Recommendation Regarding an RFP for a Second FBO and Establishment of a Committee to Renegotiate the FBO Lease**

**Agreement:** The City Council asked the Airport Board to do some additional analysis to determine if it made sense to develop an RFP to solicit a second FBO for the airport. After some discussion about the amount of fuel sales and services being offered at the airport, the following motion was made by the Board.

*Board Member Phillips moved that the Board make a recommendation that the City Council not proceed with an RFP to seek a second FBO at this time. Board Member McFee made the second. Voting Aye: Board Members McQuarrie, McFee, Mabbutt, and Phillips. Voting Nay: Board Member Hansen. The motion carried.*

With regard to ways to initiate lease negotiations with the FBO, the Airport Board made the following motion:

*Board Member Phillips moved that the Board recommend that the City Council form a committee to enter into negotiations with the FBO operator to explore whether they could find room for agreement on the future relationship between the City and the FBO. Board Member McFee made the second.*

*Chairman McQuarrie suggested the Board provide suggestions to the City Council for members to serve on the committee.*

*Anderson added that if it appeared the City and the FBO were making progress in negotiations, he would encourage the involvement of an outside consultant, who would really understand the value of an FBO, and who had the expertise to know what an equitable lease agreement would be. Board Member Franco agreed, and added that they needed to have a study on what similar FBOs charged at resort airports and other regional airports. Board Member Phillips stated he would prefer that the foregoing be a discussion with the City Council concerning how the committee would be formed, and felt it did not warrant amending the current motion.*

*Voting Aye: Board Members McQuarrie, McFee, Hansen, Mabbutt, and Phillips.*

**Item 6 – Mark Nelson, Discussion Regarding the Heber Valley Railroad Area Master**

**Plan:** Councilmembers Potter and Franco have asked Mark Nelson to come before the Council to share the vision of the Heber Valley Historic Railroad and present a proposed master plan for the area. As discussed in the budget retreat, Heber Light & Power and Wasatch County are making decisions on how this area will develop which would impact the proposed vision for the area. (See enclosed PowerPoint provided by Mark Nelson)

**Item 7 – Other Items as Needed:**

# TAB 1

**Re: Witt Annexation**

The city has received a request for annexation of 27.52 located along Highway 40 between 2400 South and 2900 South. The Council accepted the annexation in June 2015 and referred it to the Planning Commission for review and recommendation. The Planning Commission has recommended approval of the proposed annexation. The annexation includes 3 different property owners, including Witt, Heiner, and Keyser. The following is a summary of issues related to the proposed annexation and the city's Annexation Policy Plan and General Plan.

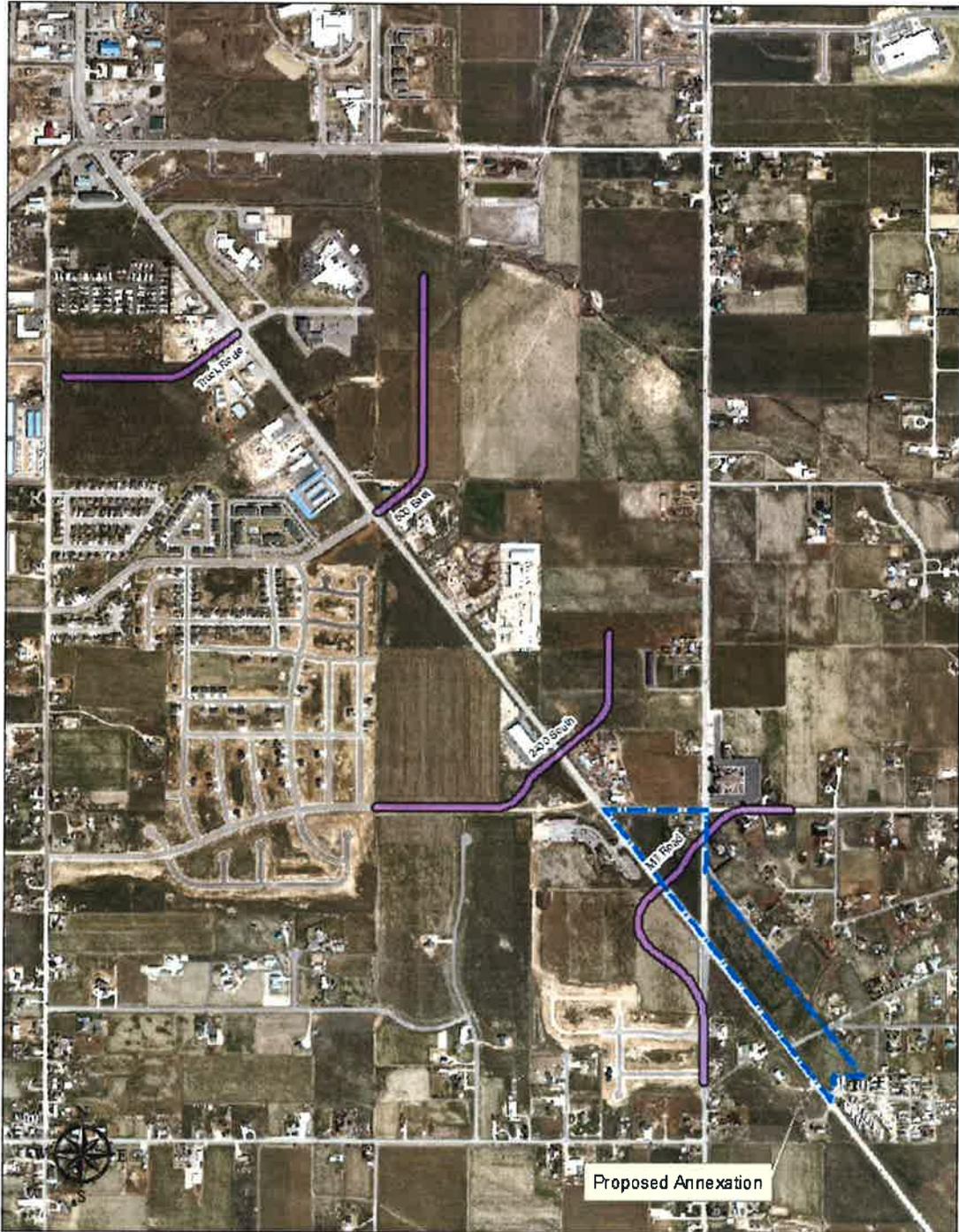
1. **Land Use.** The annexation is identified as future C-2 Commercial Zone on the General Plan.
2. **Culinary Water.** The Capital Facilities Plan identifies a future 8 inch culinary water line running along Highway 40 from 2400 South to the intersection of Mill Road and Highway 40.
3. **Sewer.** The Capital Facilities Plan identifies a future 8 inch sewer running along Highway 40 to serve the proposed annexation. The petitioner has obtained preliminary approval from Twin Creeks Special Service District for connection of the area into Twin Creek's sewer line, which runs from the trailer park at about 2900 South Highway 40, north to Mill Road.
4. **Streets.** The Capital Facilities Plan does not identify any future roads in the vicinity, but designates Mill Road as a 72 foot wide Major Collector, 2400 South as an existing 66 foot wide Minor Collector, and Highway 40 as an existing Principal Arterial. This plan is deficient for 2 reasons: 1) it does not take into account the need to alter existing intersections to be perpendicular with Highway 40; and 2) it does not take into account the need to space public street intersections at least ¼ mile apart. As more and more traffic demand is placed on these streets and intersections, it will be necessary to consider these changes. For a graphical representation of one of many possible ways to address these concerns, see the Highway 40 Intersection Discussion diagram on page 2. The proposed annexation area is important in this discussion because new intersection alignments will likely occur within the proposed annexation area.
5. **Pressurized Irrigation.** The Capital Facilities Plan does not identify any future irrigation lines through the area.
6. **Parks and Trails. Trails.** A future trail is shown along 2400 South.

**RECOMMENDATION**

On October 22, 2015, the Planning Commission recommended approval of the proposed annexation. Several neighbors in the adjoining Heber Estates Subdivision to the east of the annexation attended the meeting and provided several comments on the proposed development. Many of the comments pertained to traffic safety for access to Highway 40, as well as compatibility of the future commercial development with the existing residential-agriculture neighborhood.

Staff has recently met with UDOT and the Rural Planning Organization (RPO) about the need for future intersection improvements in the 2400 South and Mill Road area. The group affirmed that the proposed intersection realignments can work, but there are additional meetings that need to occur to solidify agreements on the proposed alignments. The proposed annexation agreement addresses this issue.

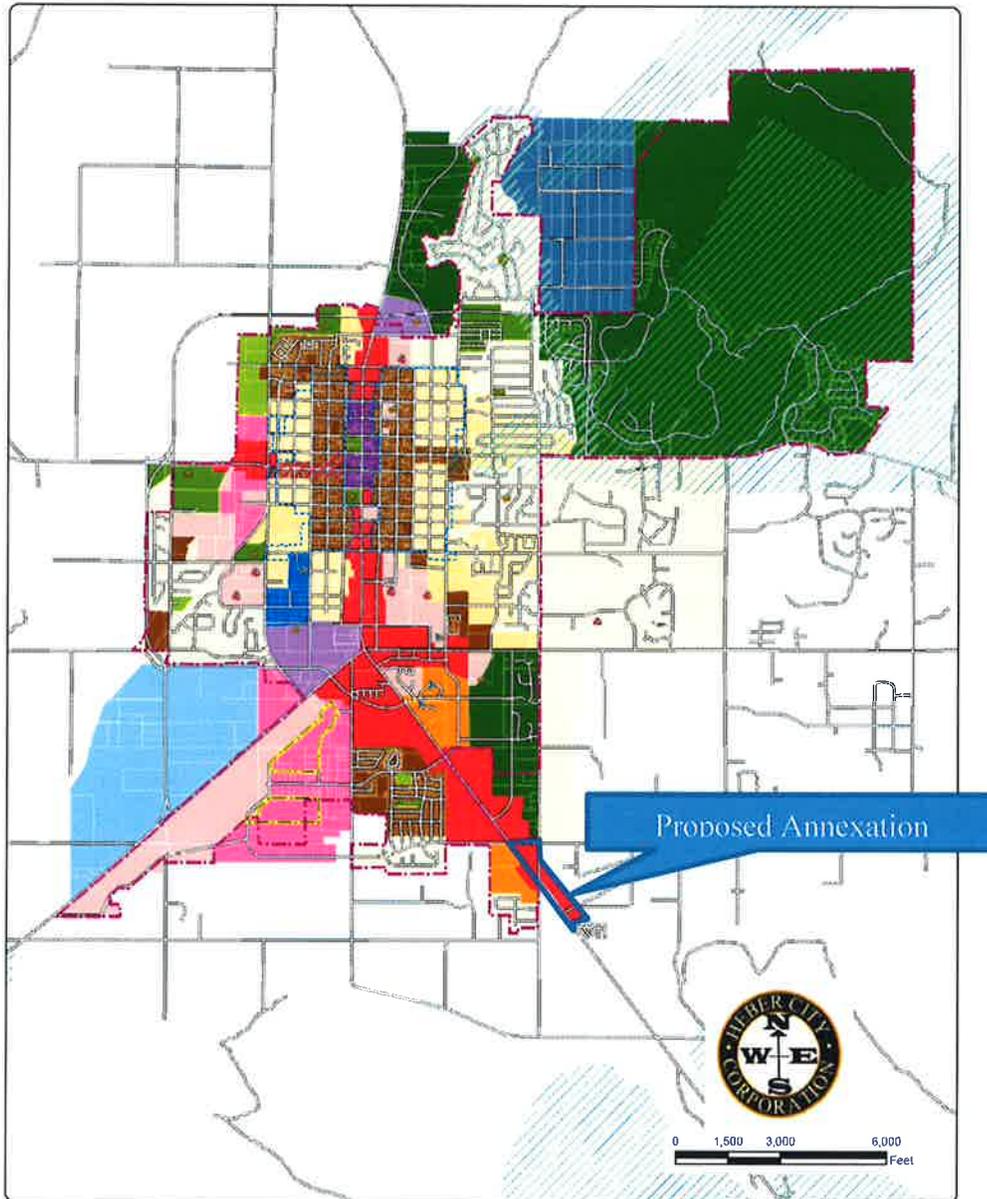
# Highway 40 Intersection Discussion



## Highway 40 Intersection Discussion

October 22, 2015

# LANDUSE



Heber City, Utah  
June 16, 2015

Attest: Heber City Recorder

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

# General Plan Land Use Map

**Untitled Map**

Write a description for your map.



**LEGEND**

**PARCEL #1**

Parcel Size	2.65 ac
Bld. Gross SF	28,800 SF
Bld. Unit Gross SF	7,200 SF
Bld. Unit Net SF	2,000 SF
Total Net SF	8,000 SF
Parking	40 Stalls (5 stalls/ 1000 sf/ unit)

**PARCEL #2**

Parcel Size	2.70 ac
Bld. Gross SF	28,800 SF
Bld. Unit Gross SF	7,200 SF
Bld. Unit Net SF	2,000 SF
Total Net SF	8,000 SF
Parking	40 Stalls (5 stalls/ 1000 sf/ unit)

**VICINITY MAP**



PROJECT  
L15-056  
SHEET  
1

PREPARED FOR  
**RUSS WITT**  
PROJECT  
WITT-HEINER ANNEXATION

**CONCEPT SITE PLAN**

LOCATED IN THE  
SW 1/4 OF SECTION 8,  
TOWNSHIP 4 SOUTH, RANGE 3 EAST,  
SALT LAKE BASIN & MERIDIAN  
WASATCH COUNTY, UTAH

DRAWN BY:  
SCS  
REVIEWED BY:  
DMS  
DATE DATE:  
09/18/2018



ISSUED & SOLD  
SUMMIT ENGINEERING GROUP, INC.

Mayor: Alan W. McDonald  
Council: Robert L. Patterson  
Jeffery M. Bradshaw  
Erik Rowland  
Heidi Franco  
Kelleen L. Potter

# HEBER CITY CORPORATION

75 North Main  
Heber City, Utah 84032

Phone (435) 654-0757  
Fax (435) 657-2543

July 2, 2015

Chairperson  
Wasatch County Council  
25 North Main  
Heber City, UT 84032

Dear Chairperson:

Heber City Corporation has received an annexation petition known as Witt-Heiner Annexation, and will consider the inclusion of that area into the Heber City limits. The annexation contains approximately 27.52 acres of adjoining lands and is located at approximately 2800 South Highway 40.

The Petition for Annexation was accepted by the City Council on June 2, 2015. Pursuant to Utah State Code 10-2-405, Heber City has had the annexation petition certified with the assistance of the Heber City Attorney and information from the Wasatch County Clerk's, Surveyor's and Recorder's offices. The annexation petition is available for inspection and copying at the office of the Heber City Recorder.

Heber City may grant the petition and annex the area described in the petition unless by August 2, 2015, a written protest to the annexation petition is filed with the boundary commission by delivering a copy to the County Clerk at 25 North Main, Heber City, and a copy of the protest also delivered to the Heber City Recorder at 75 North Main, Heber City.

A protest to an annexation petition may be filed by the legislative body or governing board of an affected entity: (1) a county in whose unincorporated area the area proposed for annexation is located; (2) an independent special district under Title 17A, Chapter 2, Independent Special Districts, whose boundaries include any part of an area proposed for annexation; (3) a school district whose boundaries include any part of an area proposed for annexation; (4) a municipality whose boundaries are within ½ mile of an area proposed for annexation.

Any questions may be directed to the Heber City Recorder's Office.

Thank you,  
HEBER CITY CORPORATION



Michelle Kellogg  
City Recorder

Mayor: Alan W. McDonald  
Council: Robert L. Patterson  
Jeffery M. Bradshaw  
Erik Rowland  
Heidi Franco  
Kelleen L. Potter

## HEBER CITY CORPORATION

75 North Main  
Heber City, Utah 84032

Phone (435) 654-0757  
Fax (435) 657-2543

July 2, 2015

Del Barney  
Twin Creeks Special Service District  
55 South 500 East  
Heber City, UT 84032

Dear Mr. Barney:

Heber City Corporation has received an annexation petition known as Witt-Heiner Annexation, and will consider the inclusion of that area into the Heber City limits. The annexation contains approximately 27.52 acres of adjoining lands and is located at approximately 2800 South Highway 40.

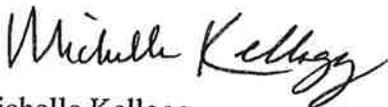
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Michelle Kellogg  
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Fax (435) 657-2543

July 2, 2015

Chairperson  
Wasatch County Council  
25 North Main  
Heber City, UT 84032

Dear Chairperson:

Heber City Corporation has received an annexation petition known as Witt-Heiner Annexation, and will consider the inclusion of that area into the Heber City limits. The annexation contains approximately 27.52 acres of adjoining lands and is located at approximately 2800 South Highway 40.

The Petition for Annexation was accepted by the City Council on June 2, 2015. Pursuant to Utah State Code 10-2-405, Heber City has had the annexation petition certified with the assistance of the Heber City Attorney and information from the Wasatch County Clerk's, Surveyor's and Recorder's offices. The annexation petition is available for inspection and copying at the office of the Heber City Recorder.

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Thank you,  
HEBER CITY CORPORATION



Michelle Kellogg  
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July 2, 2015

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Twin Creeks Special Service District  
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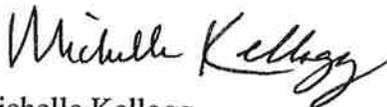
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Thank you,  
HEBER CITY CORPORATION



Michelle Kellogg  
City Recorder

ANNEXATION AGREEMENT  
AND  
COVENANT RUNNING WITH THE LAND  
**(WITT ANNEXATION)**

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between Heber City, hereinafter referred to as "City" and the undersigned petitioners, as "Petitioner".

WHEREAS, the Petitioner has proposed annexation of 27.52 acres into Heber City; and

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

NOW, THEREFORE, the parties hereby agree as follows:

1. **ZONING**

- a) Properties within the annexation area shall be zoned C-2 Commercial, consistent with the Heber City General Plan Land Use Map;
- b) As properties develop or redevelop along Highway 40, the street frontage shall be brought to current city standards for landscaping as required by the C-2 & C-4 Design Criteria, including the planting of street trees.

2. **WATER RIGHTS**

- a) Petitioner shall, at the time of development, transfer to the City any required diversion water rights necessary for development of their property;

3. **EXISTING UTILITIES**

- a) Petitioner is responsible for acquiring and paying for any necessary offsite easements, dedications, or right of way; and construct any offsite utilities required to connect to existing utilities and service the development of their property, including: sewer, water, secondary irrigation, electricity, gas, cable television, etc.;
- b) At Petitioner's expense, existing utilities shall be relocated into future right of ways as needed at the time of development to avoid conflict with proposed development;

- c) Existing wells and septic tanks may be suitable for existing uses. However, The health department may require connection to sewer and water systems if septic tanks or wells fail, or as those services are expanded. As properties develop or redevelop, connection to the City's or Twin Creeks Special Service District's (TCSSD) sewer and Heber City's water systems will be required.;
- d) At the time of development, above ground utilities along the street frontage shall be placed underground, unless the City determines that burial is unfeasible;

4. **EXISTING STREET FRONTAGE**

- a) As properties develop or redevelop, Petitioner shall improve their respective property's existing street frontage along Mill Road, Center Creek Road (aka 2400 South) and Highway 40 to current standards, including right of way dedication, curb and gutter, storm drain system, sidewalk, asphalt widening, underground utilities, and asphalt overlay of the existing asphalt;

5. **CULINARY WATER**

- a) At the time of development or redevelopment of the properties, petitioner shall extend a 10-inch culinary water line, identified on Exhibit D, and if required loop any additional onsite or offsite water lines needed to adequately serve their developments.

6. **SEWER**

- a) The Heber City Capital Facility Plan identifies future sewer line approximate locations needed to serve properties within the annexation as shown in Exhibit E.
- b) At the time of development or redevelopment of their respective properties, the applicable Petitioner shall construct any onsite or offsite sewer lines needed to serve their developments and connect sewer to existing facilities.
- c) Alternately, Petitioner may connect to the TCSSD Sewer Line located in Mill Road (1200 East) and along Highway 40, if TCSSD authorizes such sewer connection.

7. **STREETS**

- a) The Heber City Capital Facility Plan identifies future

street locations needed to serve properties within the annexation as shown in Exhibit F. Required street construction and dedication includes all surface and subsurface improvements, storm drain facilities, as well as all underground utilities;

b) At the time of development or redevelopment of the **Keyser** properties, Petitioner shall:

- (1) Accommodate a new 72-foot right of way through the property from Mill Road to Highway 40 for the realignment of the Mill Road and 2400 South Intersections as Shown on Exhibit F.1. Said intersection shall be located at least 1320 feet from the planned alignment of Wheeler Road and Highway 40 Intersection to the north and must align with the revised Mill Road intersection on the west side of Highway 40 shown on Exhibit F.1. Right of way will be granted and dedicated upon development or redevelopment of the property; and
- (2) For the portion of Mill Road that is retained as a public road, Petitioner shall dedicate and improve their respective property's Mill Road street frontage to the 72-foot right of way, Major Collector Standard, identified as T-040 on Exhibit F. Heber City will participate in said construction with Impact Fees to pay for the cost of widening the asphalt width from 36-feet to 50-feet. As part of the improvements these properties shall also patch and install a 2-inch overlay over the existing Mill Road asphalt, east of the same said frontages; and
- (3) For the portion of 2400 South that is retained as a public road, Petitioner shall dedicate and improve their respective property's 2400 South street frontage to the 66 foot right of way, Minor Collector Standard, identified as T-050 on Exhibit F. Heber City will participate in said construction with Impact Fees to pay for the cost of widening the asphalt width from 36-feet to 44-feet. As part of the improvements these properties shall also patch and install a 2-inch overlay over the existing 2400 South asphalt, south of the same said frontages;

- c) At the time of development or redevelopment of properties fronting along Highway 40, Petitioner shall improve their respective property's Highway 40 street frontage to the standard adopted by Heber City and UDOT including curb and gutter, storm drain facilities, sidewalk and/or trail, asphalt widening, underground utilities, and asphalt overlay of the existing asphalt;

8. **PARKS AND TRAILS**

- a) The Heber City Capital Facility Plan identifies future park and trail locations needed to serve properties within the annexation as shown in Exhibit G.
- b) At the time of development or redevelopment of the **Keyser** properties, Petitioner shall dedicate and construct along their respective 2400 South street frontages, the trail identified as P-054 on Exhibit G.

9. **PRESSURIZED IRRIGATION**

- a) Petitioner shall construct onsite or offsite pressurized irrigation lines needed to serve their developments and connect to existing facilities.
10. 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;
  11. This Agreement shall be a covenant running with the land, and shall be binding upon the parties and their assigns and successors in interest. This Agreement shall be recorded with the Wasatch County Recorder;
  12. In the event there is a failure to perform under this Agreement and it becomes reasonably necessary for either party to employ the services of an attorney in connection therewith (whether such attorney be in-house or outside counsel), either with or without litigation, on appeal or otherwise, the prevailing party in the controversy shall be entitled to recover its reasonable attorney's fees incurred by such party and, in addition, such reasonable costs and expenses as are incurred in enforcing this Agreement.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

HEBER CITY:

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

ATTEST:

\_\_\_\_\_  
Heber City Recorder

OWNER, \_\_\_\_\_

By: \_\_\_\_\_  
Craig R. Keyser & Nancy Keyser (JT)

STATE OF UTAH            )  
                                  : ss.  
COUNTY OF WASATCH    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, personally

appeared before me the above named Owner, who duly acknowledged to me that he is the owner in fee and executed the same as such.

\_\_\_\_\_  
NOTARY PUBLIC

OWNER, \_\_\_\_\_

By: \_\_\_\_\_  
Douglass Dee Heiner Living Trust, Trustee/Executor

STATE OF UTAH            )  
                                  : ss.  
COUNTY OF WASATCH    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared before me the above named Owner, who duly acknowledged to me that he is the owner in fee and executed the same as such.

\_\_\_\_\_  
NOTARY PUBLIC

OWNER, \_\_\_\_\_

By: \_\_\_\_\_  
Russ & Cathy Witt Family LLC, Manager

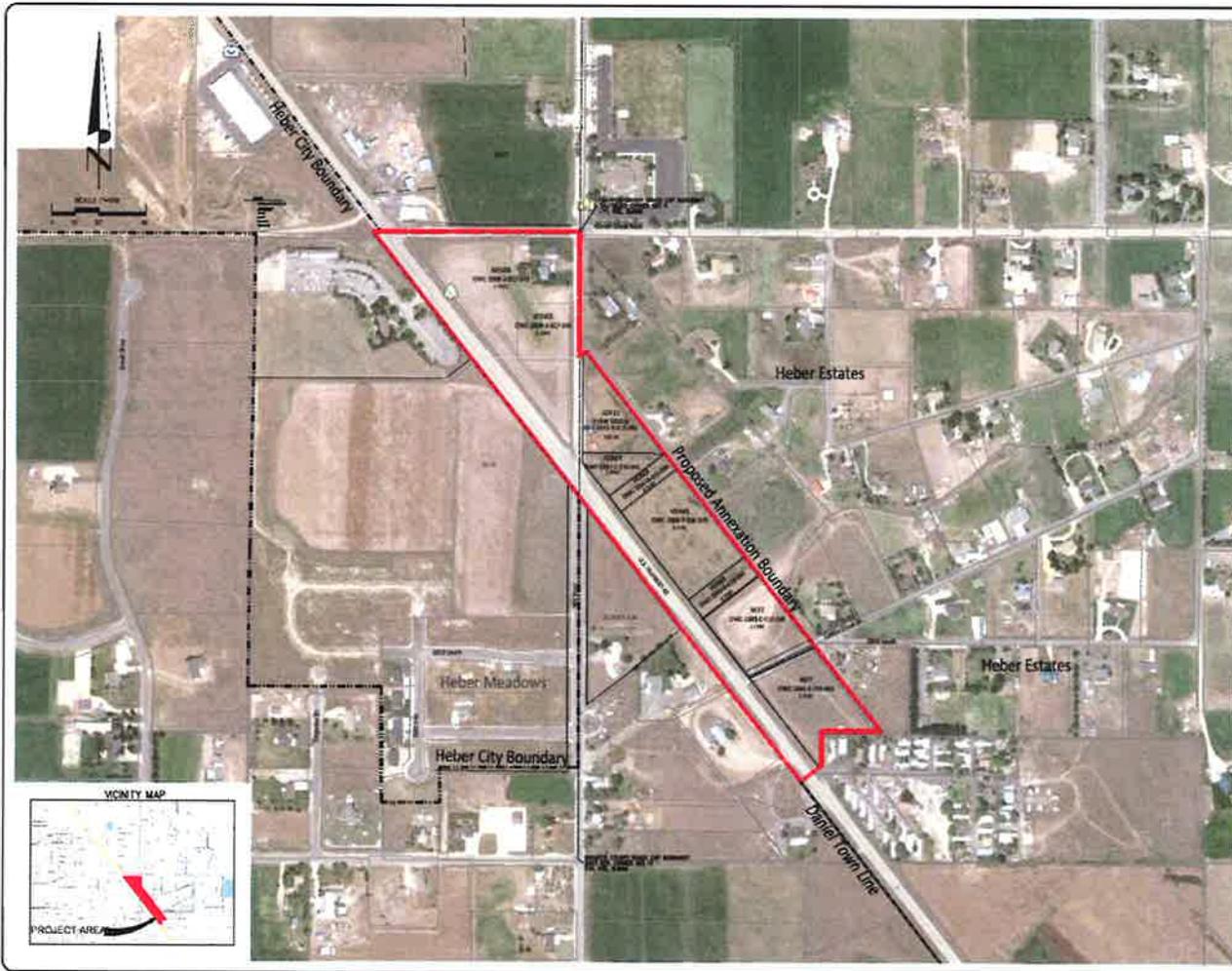
STATE OF UTAH            )  
                                  : ss.  
COUNTY OF WASATCH    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared before me the above named Owner, who duly acknowledged to me that he is the owner in fee and executed the same as such.

---

NOTARY PUBLIC

**EXHIBIT A: PROPOSED ANNEXATION PLAT**



SURVEYOR'S CERTIFICATE

ANNEXATION BOUNDARY

Continuing along the Southwest corner of Section 8, T05, R05, S04M;  
 Thence S60°52'38" E for 522.38 feet along the western boundary of Heber Estates Subdivision;  
 Thence N0°01'30" E for 26.38 feet;  
 Thence S57°59'03" E for 2,045.80 feet;  
 Thence West 253.00 feet;  
 Thence South 157.72 feet;  
 Thence N02°02'30" E for 201.60 feet;  
 Thence N07°42'00" W for 506.00 feet;  
 Thence N05°42'00" E for 815.10 feet to the point of beginning.  
 Contain 27.32 acres.

GENERAL NOTES

PROJECT  
 L15-056  
 SHEET  
 1 OF 1

PREPARED FOR  
 RUSS WITT  
 PROJECT  
 WITT-HEINER ANNEXATION

ANNEXATION EXHIBIT

LOCATED IN THE  
 SW 1/4 OF SECTION 8  
 TOWNSHIP 5 SOUTH RANGE 5 EAST,  
 SALT LAKE BASIN & MERIDIAN  
 KANABCH COUNTY, UTAH

DRAWN BY  
 JSD  
 CHECKED BY  
 MJZ  
 DATE PLOTTED  
 02/17/2015



UNLESS OTHERWISE NOTED, ALL  
 DIMENSIONS ARE IN FEET AND  
 DECIMALS THEREOF.  
 ALL DIMENSIONS SHALL BE TO  
 THE CENTER OF THE LINE UNLESS  
 OTHERWISE NOTED.  
 ALL DIMENSIONS SHALL BE TO THE  
 CENTER OF THE LINE UNLESS  
 OTHERWISE NOTED.

## EXHIBIT B: LEGAL DESCRIPTION

### ANNEXATION BOUNDARY

---

Commencing at the Southeast corner of Section 8, T4S, R5E SLB&M;

Thence South 532.38 feet along the western boundary of Heber Estates Subdivision;

Thence N°52'10"E 20.38 feet;

Thence S37°50'00"E for 2,046.80 feet;

Thence West 253.50 feet;

Thence South 151.72 feet;

Thence N52°00'32"E 101.00 feet;

Thence N37°50'00"W 2,966.00 feet;

Thence N89°52'00"E 875.75 feet to the point of beginning.

Contains 27.52 acres.

## EXHIBIT C: PROPERTY SERIAL NUMBERS

<u>Property Owner</u>	<u>Property Serial No.</u>
Keyser, Craig R. & Nancey	OWC-1909-2-017-045
Keyser, Craig R. & Nancey	OWC-1909-3-017-045
Douglass Dee Heiner Living Trust	OHS-0051-0-016-045
Douglass Dee Heiner Living Trust	OWC-1887-0-016-045
Douglass Dee Heiner Living Trust	OWC-1889-0-016-045
Douglass Dee Heiner Living Trust	OWC-1888-0-016-045
Douglass Dee Heiner Living Trust	OWC-1890-0-016-045
Russ & Cathy Witt Family LLC	OWC-1885-0-016-045
Russ & Cathy Witt Family LLC	OWC-1886-0-016-045





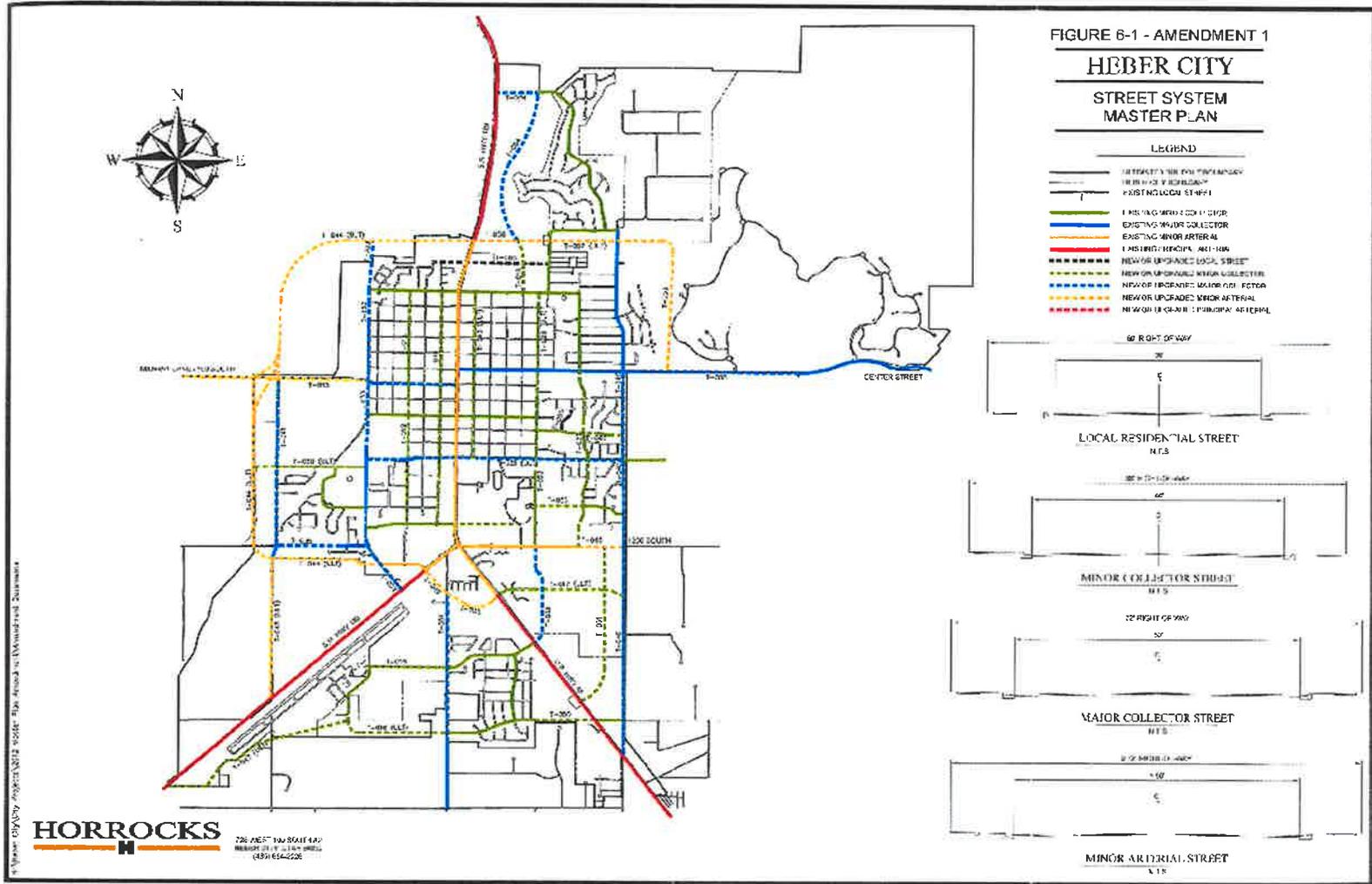
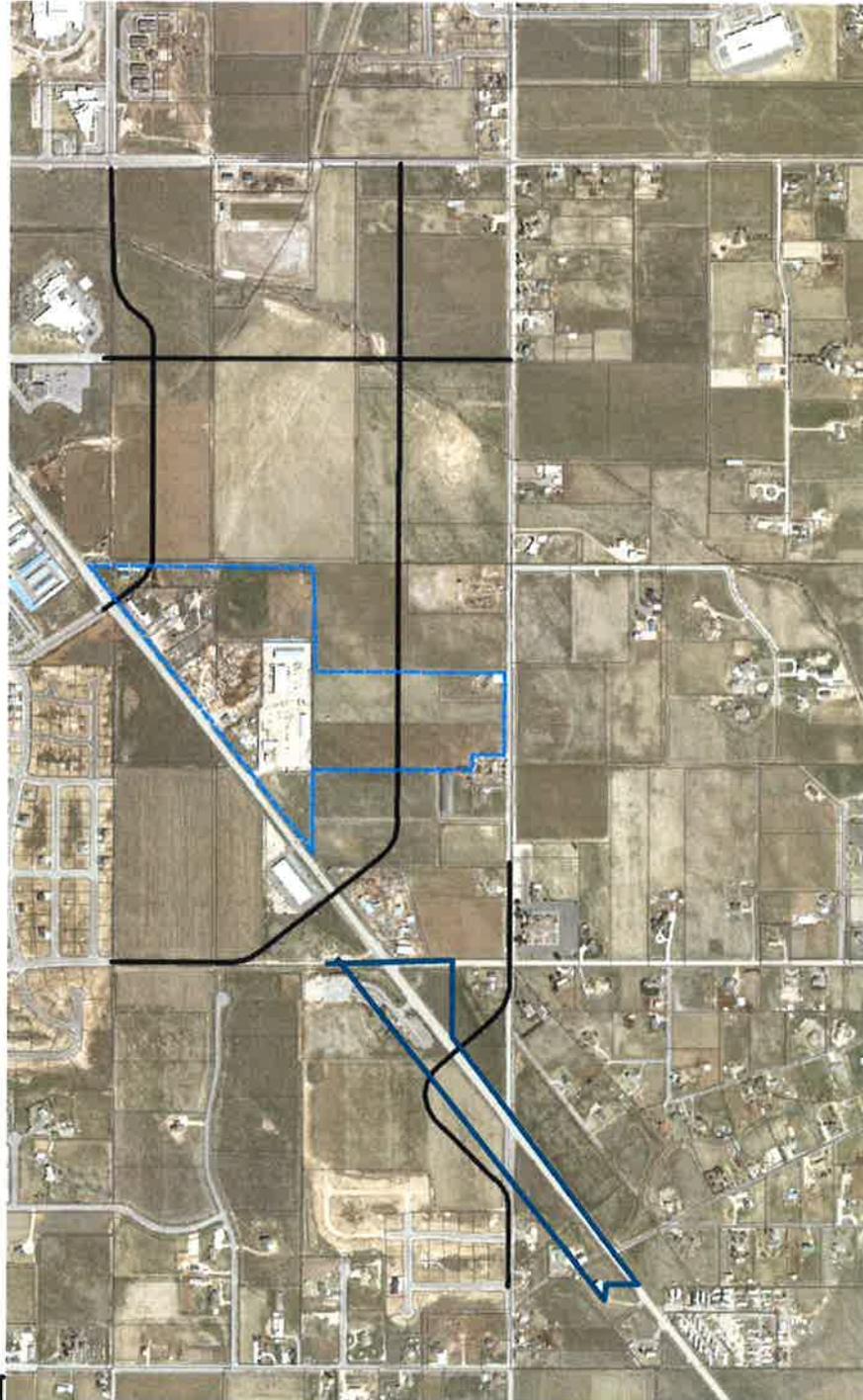


EXHIBIT F: STREETS

**EXHIBIT F.1.: HIGHWAY 40 ACCESS**



**PLAN**



# TAB 2

# HEBER CITY CORPORATION

## STAFF REPORT

Type of Meeting: Council	Date: 02-08-16
Submitted by: Lt. Bradley	
Approved by:	
Subject: MOU with Wasatch County Citizen Corps Council	

### **PURPOSE**

Establish Memorandum of Understanding between Heber City and Wasatch County Citizen Corps Council (W4C).

### **INFORMATION**



In 2007, the Heber City Police Department and Wasatch County EMS approached active CERT members about creating a Citizen Corps Council. Councils are intended to oversee the citizen driven volunteer efforts such as CERT, VIPS (Volunteers in Police Service), Neighborhood Watch, Amateur Radio (ARES & RACES), and other programs that assist emergency management entities.

In 2007 the Wasatch County Citizen Corps Council (W4C) was created with guidance from the Utah Commission on Volunteers, who at the time was the entity that oversees Citizen Corps Councils in Utah. Citizen Corps Council's currently receive guidance from Utah Department of Public Safety Division of Emergency Management, and a Regional Citizen Corps Council Representative. Heber City is in Region II, and Lieutenant Bradley is the representative for this region.

W4C was formed initially by resolution from the Wasatch County Council, with Heber City in support by assisting with managing finances of W4C. W4C has by-laws an organizational structure, and is not a nonprofit organization. W4C now manages its own budget, with Heber City contributing finances in support of their liability insurance, and supplies and equipment needed for their pillar programs including the CERT.

W4C is active, and is currently supports: CERT, VIPS, and ARES, with interest in neighborhood watch. They are attempting to recruit additional citizen interest and routinely offer CERT classes. CERT exercises by assisting with events and responds upon request to emergencies anywhere in the county.



### **RECOMMENDED**

In order to insure that Heber City, W4C, and its volunteers interests are protected it is recommended that Heber City enter into a MOU with W4C. The purpose of the MOU is to:

1. Spell out expectations between Heber City and W4C. Those are mainly:
  - a. Encourage support and development of Pillar programs, mainly CERT, VIPs, ARES, and Neighborhood Watch.
  - b. Ensure that W4C provides Heber City with volunteers who have a minimum standard of training.
  - c. Establish official points of contact between Heber City and W4C.
  - d. Spell out official call down procedures for W4C support.
2. Protect W4C volunteers by officially designating those who have deployed under the terms of the agreement as a “volunteer” so they can be subject to the protections offered by Federal law including the “Good Samaritan Act” and the “Volunteer Protection Act” which includes limited workers compensation benefits and liability insurance.

Additionally, a hold harmless agreement will accompany this MOU and be signed by W4C volunteers.

### **FISCAL IMPACT**

No additional fiscal impact.

### **LEGAL IMPACT**

The MOU and Hold Harmless have been reviewed by Utah Local Government Trust officials and the Heber City Attorney.

## **Memorandum of Understanding between the Wasatch County Citizen Corps Council (W4C) and Heber City Corporation.**

This Memorandum of Understanding (“MOU”) is entered into between the Wasatch County Citizen Corps Council (W4C) and Heber City through its Police Department, collectively referred to herein as the (“Parties”), this day the of: Date:

*WHEREAS*, W4C is an independent, charitable, non-profit, tax-exempt 501(c)3 organization, providing personal and public preparedness education, training, support, supplies and personnel for disaster response situations; *and*

*WHEREAS*, cities are obligated to plan and provide for emergency and disaster response services and to enter into agreements for emergency and disaster services, and the Police Department is authorized to work with volunteer organizations (VOADS) to develop or cause to be developed mutual aid arrangements for reciprocal emergency preparedness aid and assistance in case of disaster too great to be dealt with unassisted, consistent with the city, county, state and federal emergency plans and programs; *and*

*WHEREAS*, W4C seeks to aid the Heber City with compliance to city, county, state and federal emergency plans and programs and Heber City seeks to utilize the organizational resources of W4C including its pillar programs of: Citizen Emergency Response Team (CERT), Volunteers in Police Services (VIPS), USA On Watch (Neighborhood Watch), Medical Reserve Corps (MRC), Fire Corps, Amateur Radio Emergency Services (ARES) or other associated programs to address the needs of Heber City during an emergency or disaster, the parties seek to enter into a cooperative agreement as established in this Memorandum of Understanding.

*NOW, THEREFORE*, in consideration of the promises and mutual benefits to be derived by the parties hereto, the parties agree as follows:

1. Emergency Preparedness Planning. Heber City agrees to incorporate appropriate W4C Pillar Programs into local emergency planning. As requested by Heber City, W4C agrees to assist Heber City with addressing disaster services in emergency planning.
  - a. Heber City understands that the management of these situations begins with mitigation and preparation and will endeavor to provide W4C with support and resources, as available, to help facilitate better preparedness and response within the community.
  - b. Upon execution of this Agreement, Heber City will designate a primary point of contact for routine W4C communications and planning (“W4C Liaison”). W4C shall also designate a primary contact person to communicate with Heber City. (“W4C Chair or Designee”).
2. Coordination of Efforts. The parties agree to encourage and support development of W4C Pillar Programs, if the parties determine such programs are necessary.

- a. W4C may provide Heber City with recommended curriculum training to include, Basic CERT Training, Basic Training in other Pillar Programs deemed necessary to help develop the local response to disaster and resources for emergency response.
  - b. The W4C Liaison will be responsible to direct W4C of which recommendations will be utilized in emergency preparedness activities.
  - c. Heber City will assist the W4C to connect with designated City, County, State and Federal resources such as: emergency responders, shelters, Salvation Army, American Red Cross, or other resources that can be useful in emergency preparedness.
  - d. If applicable or available, the parties agree to exchange and reasonably cooperate in obtaining information about funding and grant source opportunities that may support the efforts of the parties in providing disaster response services under this Agreement, and applying for, and securing reimbursement for operation expenses incurred in Heber City, through local, state, federal or other sources. This Agreement shall not prevent any party from individually applying for and obtaining any funding or assistance.
  - e. Mutual Cooperation. The parties encourage and agree to participate in regular practice drills and mock operations, meet regularly to discuss improvements, directives, and new activities that need be designated under this Agreement. In the event of any dispute that arises concerning this Agreement, the parties agree to take good faith efforts to resolve such disputes through means of communications, and alternative dispute resolution, if necessary.
3. Emergency/Disaster Plan and Procedure. W4C agrees to assist Heber City, if requested, by providing emergency support capabilities during a crisis, disaster, or emergency, as follows:
- a. NIMS Incident Command System. In the event of an emergency or disaster in Heber City, W4C shall recognize the lead agency in the disaster operation and will follow the NIMS Incident Command System (ICS) under the governing authority, i.e. local Incident Commanders, Emergency Communications, the American Red Cross, or another entity. Should another ICS system be recognized and established with regard to a emergency or disaster response within a given incident, W4C will follow the prescribed ICS authority. Should a statewide or national activation be initiated, W4C is committed to integrating its work with local, state or federal resources and/or the National Incident Management System (NIMS) under the direction of ESF 13.
  - b. Volunteers. W4C shall maintain a list of trained volunteers who can assist with preparedness efforts and emergency/disaster crisis services. W4C shall take reasonable efforts to ensure its volunteers demonstrate basic and advanced levels of emergency and disaster response, make every effort towards personal advancement by attending trainings and practice drills, and are expected to complete basic CERT training, Federal Emergency Management Agency ICS 100 and 700 certifications to be deployed. Certification, training and credentialing is required for all W4C leaders. Volunteers are trained to work within the scope of their respective practice, licensure, training, and experience level. W4C will make every reasonable effort to ensure that only qualified volunteers respond to the emergency facility; however, some incidents require the use of spontaneous volunteers. W4C is judicious about the use of such volunteers. W4C agrees to screen, brief, and heavily supervise such volunteers during an incident or assignment.

- c. Call Down Procedure. Heber City agrees to use the appropriate call down procedure established by W4C, which is through Wasatch County Dispatch Reverse 911. Secondary call down will be through contacting W4C officers and utilizing their call tree. Tertiary call down procedure for communications down will be to have W4C self deploy to the Police Department to inquire about potential needs. W4C resources will self deploy into their own neighborhoods only in a disaster or severe incident when professional resources may be unavailable.
4. Limitations. The provision of aid or services under this Agreement is voluntary, and neither party shall be required to deplete its own resources. The extent of assistance to be furnished under this Agreement shall be determined solely by the party providing said assistance. Heber City hereby acknowledges that depending upon the scope or severity of an incident, W4C may not be able to independently provide the necessary personnel and support to perform the functions provided herein, but will make every reasonable effort to assist the community in emergency response in accordance with W4C's available resources.
5. Term. This Agreement shall be for a term of fifty (50) years, commencing on the date first written above.
6. Termination of Agreement. Either party may terminate this Agreement, for any reason, upon sixty (60) days written notice to the other party.
7. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes any prior agreements or understandings, whether oral or written, between them.
8. Modification. This Agreement may not be changed or modified except by written instrument executed by all of the parties.
9. Governing Laws. This Agreement shall be governed by, construed and enforced in accordance with applicable local, state and federal laws, the provisions of which shall not be deemed waived by any provision hereof, and the parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
10. Enforceability. If any provision of this Agreement is declared to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision provided, however, that the remainder of the Agreement shall be enforced to the fullest extent permitted by law.
11. Similar Agreements. This Agreement does not limit either party's ability to enter into similar agreements governing the subject matter of this Agreement in the future with other local governmental entities.

12. Liability/Indemnification. The parties hereby agree that W4C and its representatives, agents, volunteers, staff, and any and all other persons voluntarily working under the direction of Heber City as approved by W4C, when performing any function under this Agreement in Heber City shall each be considered to constitute a “volunteer” of Heber City for the purposes of this Agreement, under the direction and control of Heber City, and shall be subject to the protections afforded under federal law for rescue volunteers, including but not limited to the Good Samaritan Act and the federal Volunteer Protection Act, and State law regarding volunteers which includes limited workers compensation benefits and liability insurance coverage offered to employees, as may be applicable. W4C acknowledges that its volunteers are informed that they may obtain personal liability insurance through their homeowners or other insurance provider as additional coverage. W4C shall maintain general liability insurance for the organization in the amount of \$1,000,000.
13. No Third Party Beneficiary. This Agreement is by and between the parties which have executed it. Each states that it is intended for their mutual benefit alone and is not intended to confer any express or implied benefits on any other person. This Agreement is not intended to confer third party beneficiary status on any person.

**Heber City**

Authorized and passed on the: \_\_\_\_\_ Day of \_\_\_\_\_, 2016

Mayor: \_\_\_\_\_

City Attorney: \_\_\_\_\_

Attest: \_\_\_\_\_ City Recorder

Wasatch County Citizen Corps Council

Authorized and passed on the: \_\_\_\_\_ Day of \_\_\_\_\_, 2016

Citizen Corps Council Chair: \_\_\_\_\_

**HEBER CITY  
Volunteer Services  
Hold Harmless Agreement**

Volunteer Name: \_\_\_\_\_

Department: \_\_\_\_\_

Description of Duties (Attached sheets if necessary): \_\_\_\_\_

\_\_\_\_\_  
I, \_\_\_\_\_, choose to provide services to Heber City as a volunteer and understand that my services are donated to Heber City without contemplation of compensation or future employment. I understand the City reserves the right to limit the use of volunteer services, adjust the hours of any volunteer or to reject services as it deems fit in order to best achieve its public purpose and policy. Grounds for rejecting services may include, but are not limited to: misrepresentation of information on required paperwork; unsatisfactory background check; failure to abide by City and departmental policies and procedures; failure to meet the standards of performance relating to the essential functions of the volunteer position and/or failure to satisfactorily perform the assigned duties. Additionally, I understand that the City reserves the right to remove a volunteer from volunteer service at any time and for any reason and I authorize Heber City to research and review my criminal history record annually.

I have received and reviewed a copy of the Heber City Personnel Policies and Procedures Manual and applicable departmental manuals. I have also had an opportunity to comment and raise questions to my supervisor about them. I hereby agree to follow the provisions of the Heber City Personnel Policies and Procedures Manual and departmental manuals and addendums and additions, as they relate to my volunteer services with Heber City.

I agree to hold Heber City, the Police Department, Wasatch County Citizen Corps Counsel, and each of their officers, governing bodies, agents, employees, personnel and volunteers, harmless from any and all claims, actions or suits for any injury or loss that I may suffer, or which may arise as a result of my participation in the above mentioned volunteer services.

I understand that as a volunteer I will have the following insurance coverage as provided by the City:

- (1) Limited workers compensation benefits, as per state law, for compensable injuries sustained by the volunteer while acting in the scope of employment. (Does not include lost wages)
- (2) Operating Heber City owned vehicles or equipment when the volunteer is properly licensed to do so.
- (3) Liability insurance coverage offered employees.

\_\_\_\_\_  
Volunteer

\_\_\_\_\_  
Heber City Authorized Representative

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

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

**TAB 3**

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

**Re: Morgan Subdivision at 1320 South Daniels Road**

**SUMMARY**

The petitioner is requesting subdivision approval for the Timpanogos Tavern property on Daniels Road. Curb, gutter, and sidewalk improvements are already installed along the Daniels Road street frontage. The property is located within the C-2 Commercial Zone.

The Spring Creek Commercial subdivision at 720 West 100 South has a similar arrangement with lots fronting around a common driveway and common parking area, as well as Heber Gateway Plaza. However, those projects have a common dedicated lot for parking and access, whereas the Morgan proposal is for an easement over lots 1 and 2 for access.

**RECOMMENDATION**

On January 14, 2016, the Planning Commission found the proposed subdivision consistent with Section 17.48.040 Small Subdivisions and Chapter 18.28 C-2 Commercial Zone, and that the utilities be installed as recommended by the City Engineer.

# MORGAN COMMERCIAL SUBDIVISION



VICINITY MAP

## SHEET INDEX

1. VICINITY MAP
2. SITE PLAN
3. UTILITY PLAN
4. CULINARY WATER AND IRRIGATION DETAILS
5. SEWER CONSTRUCTION DETAILS
6. MORGAN COMMERCIAL SUBDIVISION PLAT

MORGAN COMMERCIAL SUBDIVISION - 16 DECEMBER 2015

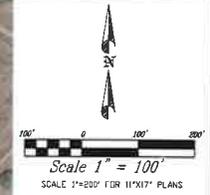
HEBER CITY ENGINEER APPROVAL	
DATE: _____	DATE: _____

RUSSELL MORGAN	
MORGAN COMMERCIAL	
COVER SHEET	

	380 E Main St. Suite 204 Midway, UT 84049 ph 435.657.9749
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THIS DOCUMENT IS INCOMPLETE AND IS RELEASED TEMPORARILY FOR REVIEW ONLY. IT IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.  
 SHALL BE ISSUED \_\_\_\_\_ P.C.  
 SERIAL NO. 255585  
 DATE 18 DEC 2015

DESIGN BY: PDS	DATE: 18 DEC 2015	001/3
DRAWN BY: PDR	REV:	0



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

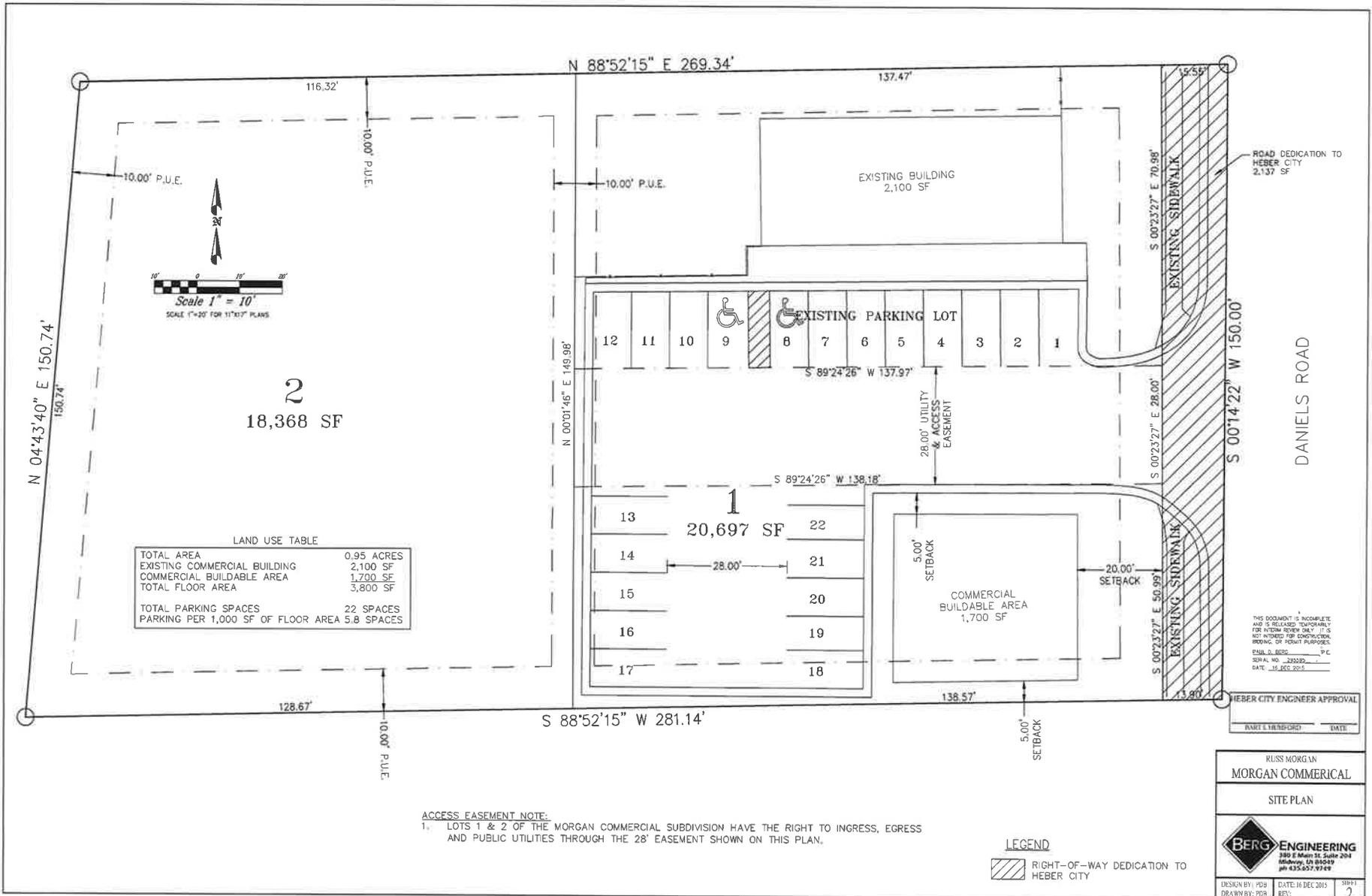
PAUL R. BERG      P.E.  
 SERIAL NO. 003333      W.E.  
 DATE 18 DEC 2015

RUSS MORGAN  
 MORGAN COMMERCIAL

VICINITY MAP



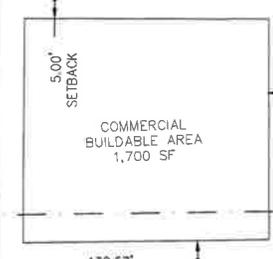
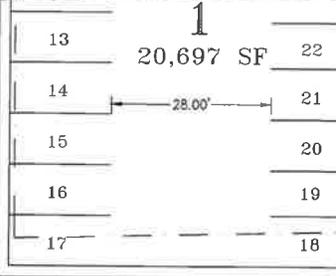
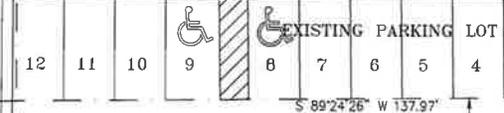
DESIGN BY: PMH	DATE: 16 DEC 2015	NOTE
DRAWN BY: ZDR	REV:	J



2  
18,368 SF

LAND USE TABLE

TOTAL AREA	0.95 ACRES
EXISTING COMMERCIAL BUILDING	2,100 SF
COMMERCIAL BUILDABLE AREA	1,700 SF
TOTAL FLOOR AREA	3,800 SF
TOTAL PARKING SPACES	22 SPACES
PARKING PER 1,000 SF OF FLOOR AREA	5.8 SPACES



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 PAUL D. BISH P.E.  
 SERIAL NO. 220009 P.C.  
 DATE 15 DEC 2015

HEBER CITY ENGINEER APPROVAL  
 PART 1 (BY/NO/ORD) DATE

RUSS MORGAN  
 MORGAN COMMERCIAL  
 SITE PLAN

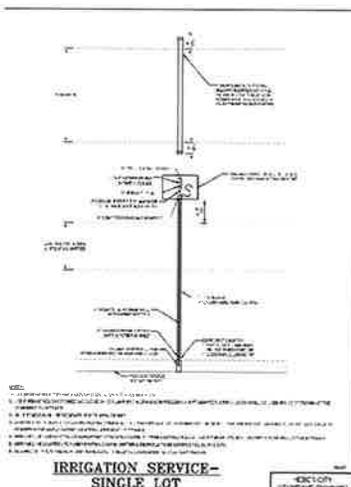
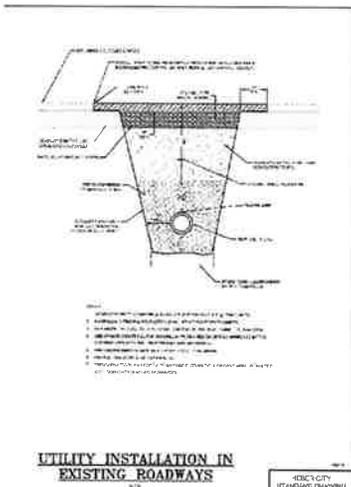
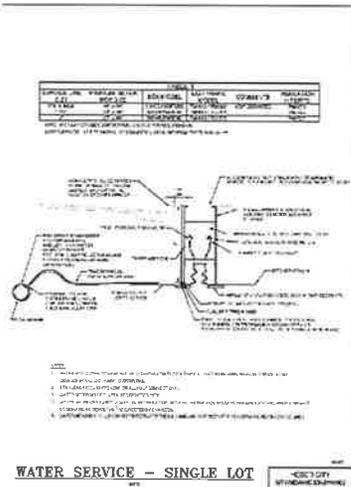
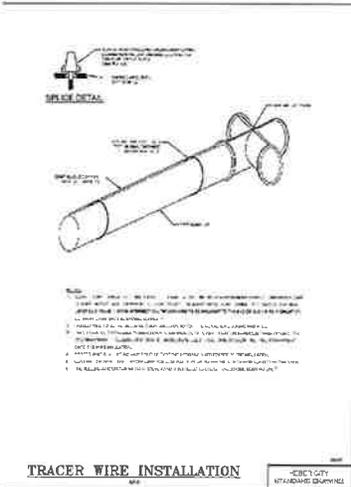
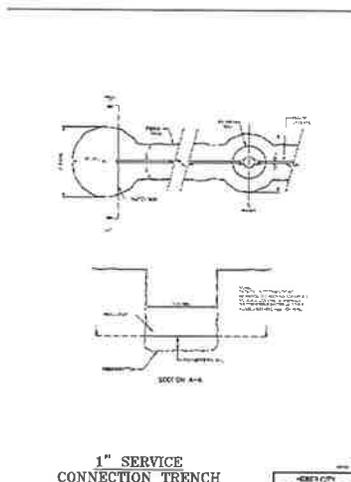
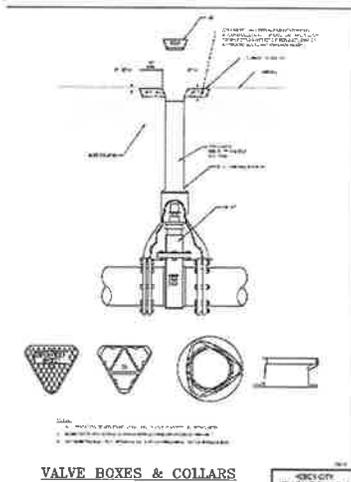
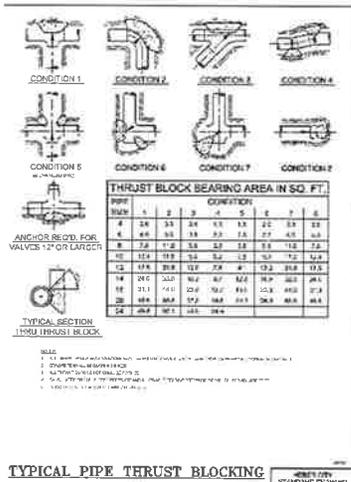
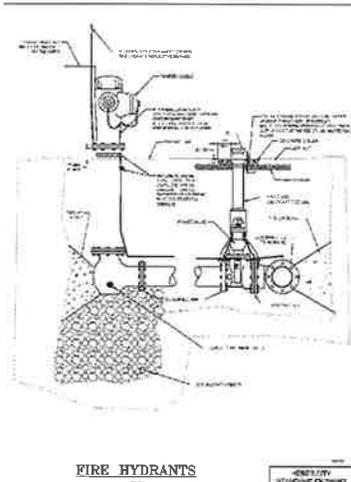


DESIGN BY: PDB DATE: 16 DEC 2015 SHEET 2  
 DRAWN BY: PDB REV:

ACCESS EASEMENT NOTE:  
 1. LOTS 1 & 2 OF THE MORGAN COMMERCIAL SUBDIVISION HAVE THE RIGHT TO INGRESS, EGRESS AND PUBLIC UTILITIES THROUGH THE 28' EASEMENT SHOWN ON THIS PLAN.

LEGEND  
 RIGHT-OF-WAY DEDICATION TO HEBER CITY



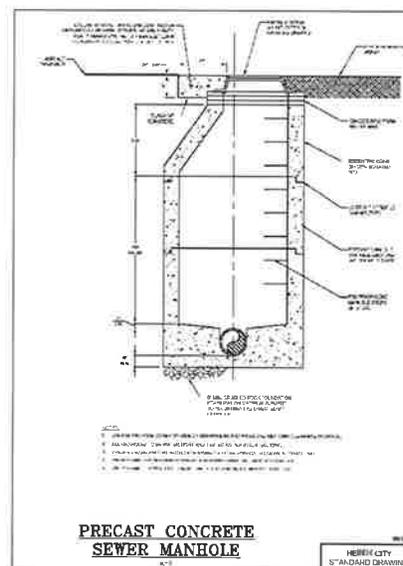
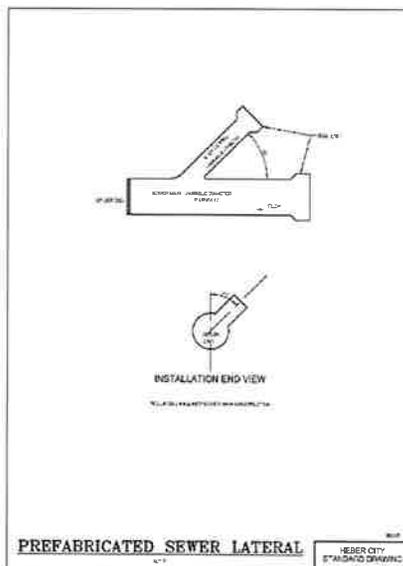
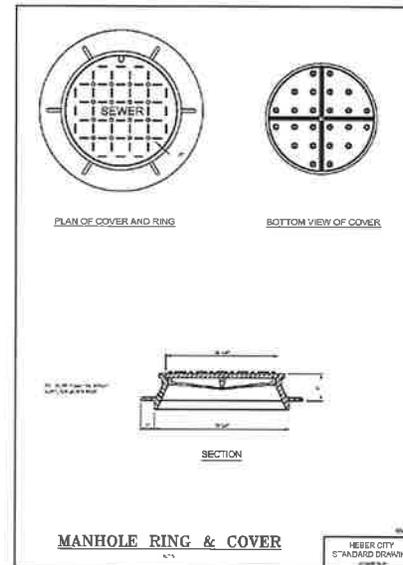
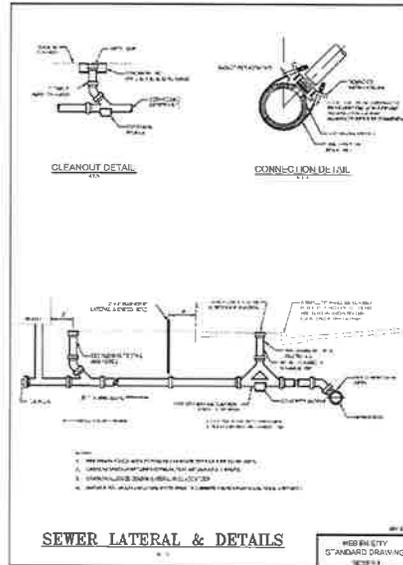


HEBER CITY ENGINEER APPROVAL  
BART L. MUMFORD DATE

RUSS MORGAN  
MORGAN COMMERCIAL  
WATER DETAILS

**BERG ENGINEERING**  
390 E Main St, Suite 204  
Midway, UT 84049  
ph 832-652-9769

DRAWN BY: PDM DATE: 18 DEC 2015  
DRAWN BY: PDM REV: 4



HEBER CITY ENGINEER APPROVAL  
 BART L. MURFORD DATE

RUSS MORGAN  
 MORGAN COMMERCIAL  
 SEWER DETAILS

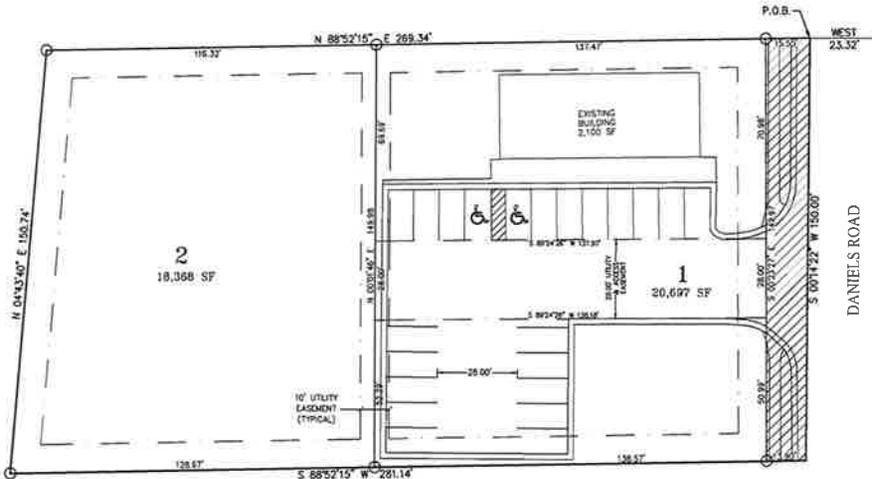
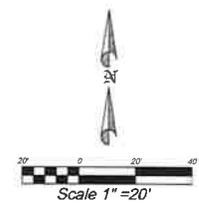
**BERG ENGINEERING**  
 3800 E. Alton St. Suite 204  
 Midway, UT 84049  
 ph 435.657.9769

DRAWN BY: FDR DATE: 16 DEC 2015 SHEET: 5  
 DRAWN BY: FDR REV: REV:

VICINITY MAP



LOCATED IN THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN.



ADDRESS TABLE

LOT	ADDRESS
1	1340 SOUTH DANIELS ROAD
2	1350 SOUTH DANIELS ROAD

LEGEND

- RIGHT-OF-WAY DEDICATION TO HEBER CITY (2,208 SF)
- SET RB/CAP STAMPED PLS 145796

**ACCESS EASEMENT NOTE:**  
 LOTS 1 & 2 OF THE MORGAN COMMERCIAL SUBDIVISION HAVE THE RIGHT TO INGRESS, EGRESS AND PUBLIC UTILITIES THROUGH THE 28 FEET EASEMENT SHOWN ON THIS PLAT.

**UTILITY NOTE:**  
 ALL WATER, SEWER, AND PRESSURIZED IRRIGATION UTILITIES FOR LOTS 1 & 2 SHALL BE PRIVATE BEYOND THE PROPERTY LINE ALONG DANIELS ROAD AND NOT THE RESPONSIBILITY OF HEBER CITY.

**LOT 2 NOTE:**  
 ANY IMPROVEMENTS ON LOT 2 SHALL BE REQUIRED TO PROVIDE AN ADEQUATE PAVED TURNAROUND FOR EMERGENCY SERVICE VEHICLES IN ACCORDANCE WITH HEBER CITY STANDARDS. A PLAN FOR SAID TURNAROUND WILL BE REQUIRED AT THE TIME A BUILDING PERMIT IS ISSUED.

MORGAN COMMERCIAL SUBDIVISION PLAT - DECEMBER 16, 2015

**SURVEYOR**  
 BING CHRISTENSEN, R.L.S.  
 P.O. BOX 176  
 HEBER CITY, UTAH 84032  
 PHONE: (435) 654-9229  
 DATE OF SURVEY: OCT 2007

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 10-90-603 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 (SEE SEAL BELOW) \_\_\_\_\_

**BOUNDARY DESCRIPTION**

BEGINNING AT A POINT WHICH IS SOUTH 580.81 FEET AND WEST 23.32 FEET FROM THE NORTHWEST CORNER OF SECTION 8 TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN.

THENCE SOUTH 00°14'22" WEST 150.00 FEET;  
 THENCE SOUTH 88°52'15" WEST 281.14 FEET;  
 THENCE NORTH 04°45'40" EAST 150.74 FEET;  
 THENCE NORTH 88°52'15" EAST 269.34 FEET TO THE POINT OF BEGINNING,

CONTAINING 0.95 ACRES

**BASIS OF BEARINGS**

THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED AS NORTH 89°54'10" EAST BETWEEN THE WASATCH COUNTY SURVEY MONUMENTS FOR THE NORTHWEST AND NORTH ONE-QUARTER CORNERS OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, IN CONFORMANCE WITH UTAH COORDINATE SYSTEM 1983 CENTRAL ZONE BEARINGS.

**OWNER'S DEDICATION**

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

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2007

BY: \_\_\_\_\_  
 RUSSELL MORGAN

**ACKNOWLEDGMENT**

STATE OF UTAH }  
 COUNTY OF WASATCH } S.S.

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2007 PERSONALLY APPEARED BEFORE ME, THE SIGNER(S) OF THE FOREGOING DECLARATION, WHO DULY ACKNOWLEDGED TO ME THAT HE/SHE/IT DID EXECUTE THE SAME IN THE CAPACITY INDICATED.

MY COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC \_\_\_\_\_

**ACCEPTANCE BY HEBER CITY**

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

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2007

APPROVED \_\_\_\_\_ ATTEST \_\_\_\_\_ CITY RECORDER (SEE SEAL BELOW)

APPROVED \_\_\_\_\_ CITY ENGINEER (SEE SEAL BELOW)

**PLANNING COMMISSION APPROVAL**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2007 BY THE \_\_\_\_\_ CITY PLANNING COMMISSION

CHAIRMAN, PLANNING COMMISSION \_\_\_\_\_

**MORGAN COMMERCIAL SUBDIVISION**

SUBDIVISION, HEBER CITY, WASATCH COUNTY, STATE OF UTAH  
 SCALE: 1" = 20 FEET

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

# TAB 4

Heber City Corporation

Reversionary vs. Non-Reversionary Lease  
75'x75' Hangar

**Includes all Property Tax Revenue**

Assumptions

Hangar Rate	\$	0.32	per/sqft
Unimproved Ground Rate	\$	0.16	per/sqft
CPI Assumption		2%	
Interest Rate		3.5%	
Leasehold Hangar		5625	sqft
Leasehold Unimproved		3400	sqft
Estimated Initial Hangar Value	\$	250,000	
Monthly Lease Fee	\$	2,500	
Wasatch Prop Tax Rate		1.23%	
Est Demo Cost in 2015 \$\$	\$	(30,000)	

Reversionary

Year	Ground Lease	Prop Taxes	Hangar Sale	Total Revenue
1	\$ 2,344	\$ 3,078		\$ 5,422
2	\$ 2,391	2975.1583		\$ 5,366
3	\$ 2,439	2872.5667		\$ 5,311
4	\$ 2,487	2769.975		\$ 5,257
5	\$ 2,537	2667.3833		\$ 5,205
6	\$ 2,588	2564.7917		\$ 5,153
7	\$ 2,640	2462.2		\$ 5,102
8	\$ 2,693	2359.6083		\$ 5,052
9	\$ 2,746	2257.0167		\$ 5,003
10	\$ 2,801	2154.425		\$ 4,956
11	\$ 2,857	2051.8333		\$ 4,909
12	\$ 2,914	1949.2417		\$ 4,864
13	\$ 2,973	1846.65		\$ 4,819
14	\$ 3,032	1744.0583		\$ 4,776
15	\$ 3,093	1641.4667		\$ 4,734
16	\$ 3,155	1538.875		\$ 4,694
17	\$ 3,218	1436.2833		\$ 4,654
18	\$ 3,282	1333.6917		\$ 4,616
19	\$ 3,348	1231.1		\$ 4,579
20	\$ 3,415	1128.5083		\$ 4,543
21	\$ 3,483	1025.9167		\$ 4,509
22	\$ 3,553	923.325		\$ 4,476
23	\$ 3,624	820.7333		\$ 4,445
24	\$ 3,696	718.14167		\$ 4,414
25	\$ 3,770	615.55		\$ 4,386
26	\$ 3,846	512.95833		\$ 4,359
27	\$ 3,922	410.36667		\$ 4,333
28	\$ 4,001	307.775		\$ 4,309
29	\$ 4,081	205.18333		\$ 4,286
30	\$ 4,163	102.59167		\$ 4,265
31	\$ 5,231		\$ 250,000	255,231
32	\$ 5,336			\$ 5,336
33	\$ 5,443			\$ 5,443
34	\$ 5,551			\$ 5,551
35	\$ 5,662			\$ 5,662
36	\$ 5,776			\$ 5,776
37	\$ 5,891			\$ 5,891
38	\$ 6,009			\$ 6,009
39	\$ 6,129			\$ 6,129
40	\$ 6,252			\$ 6,252
41	\$ 6,377			\$ 6,377
42	\$ 6,504			\$ 6,504
43	\$ 6,634			\$ 6,634
44	\$ 6,767			\$ 6,767
45	\$ 6,902			\$ 6,902
46	\$ 7,041			\$ 7,041
47	\$ 7,181			\$ 7,181
48	\$ 7,325			\$ 7,325
49	\$ 7,471			\$ 7,471
50	\$ 7,621			\$ 7,621
51- Demo				Net (80,748)
Net	\$ 222,196	\$ 47,705	\$ 250,000	\$ 439,154
<b>NPV of Total Revenue</b>				<b>\$192,996</b>

Non-Reversionary

Ground Lease	Conversion Fee	Prop Taxes	Total Revenue
\$ 2,888	\$ 1,500	\$ 3,078	\$ 7,466
\$ 2,946	\$ 1,500	\$ 3,078	\$ 7,524
\$ 3,005	\$ 1,500	\$ 3,078	\$ 7,582
\$ 3,065	\$ 1,500	\$ 3,078	\$ 7,643
\$ 3,126	\$ 1,500	\$ 3,078	\$ 7,704
\$ 3,189	\$ 1,500	\$ 3,078	\$ 7,766
\$ 3,252	\$ 1,500	\$ 3,078	\$ 7,830
\$ 3,317	\$ 1,500	\$ 3,078	\$ 7,895
\$ 3,384	\$ 1,500	\$ 3,078	\$ 7,962
\$ 3,451	\$ 1,500	\$ 3,078	\$ 8,029
\$ 3,520	\$ 1,500	\$ 3,078	\$ 8,098
\$ 3,591	\$ 1,500	\$ 3,078	\$ 8,169
\$ 3,663	\$ 1,500	\$ 3,078	\$ 8,240
\$ 3,736	\$ 1,500	\$ 3,078	\$ 8,314
\$ 3,811	\$ 1,500	\$ 3,078	\$ 8,388
\$ 3,887	\$ 1,500	\$ 3,078	\$ 8,465
\$ 3,965	\$ 1,500	\$ 3,078	\$ 8,542
\$ 4,044	\$ 1,500	\$ 3,078	\$ 8,622
\$ 4,125	\$ 1,500	\$ 3,078	\$ 8,703
\$ 4,207	\$ 1,500	\$ 3,078	\$ 8,785
\$ 4,291	\$ 1,500	\$ 3,078	\$ 8,869
\$ 4,377	\$ 1,500	\$ 3,078	\$ 8,955
\$ 4,465	\$ 1,500	\$ 3,078	\$ 9,043
\$ 4,554	\$ 1,500	\$ 3,078	\$ 9,132
\$ 4,645	\$ 1,500	\$ 3,078	\$ 9,223
\$ 4,738	\$ 1,500	\$ 3,078	\$ 9,316
\$ 4,833	\$ 1,500	\$ 3,078	\$ 9,411
\$ 4,929	\$ 1,500	\$ 3,078	\$ 9,507
\$ 5,028	\$ 1,500	\$ 3,078	\$ 9,606
\$ 5,129	\$ 1,500	\$ 3,078	\$ 9,706
\$ 5,231		\$ 3,078	\$ 8,309
\$ 5,336		\$ 3,078	\$ 8,414
\$ 5,443		\$ 3,078	\$ 8,520
\$ 5,551		\$ 3,078	\$ 8,629
\$ 5,662		\$ 3,078	\$ 8,740
\$ 5,776		\$ 3,078	\$ 8,853
\$ 5,891		\$ 3,078	\$ 8,969
\$ 6,009		\$ 3,078	\$ 9,087
\$ 6,129		\$ 3,078	\$ 9,207
\$ 6,252		\$ 3,078	\$ 9,330
\$ 6,377		\$ 3,078	\$ 9,455
\$ 6,504		\$ 3,078	\$ 9,582
\$ 6,634		\$ 3,078	\$ 9,712
\$ 6,767		\$ 3,078	\$ 9,845
\$ 6,902		\$ 3,078	\$ 9,980
\$ 7,041		\$ 3,078	\$ 10,118
\$ 7,181		\$ 3,078	\$ 10,259
\$ 7,325		\$ 3,078	\$ 10,403
\$ 7,471		\$ 3,078	\$ 10,549
\$ 7,621		\$ 3,078	\$ 10,699
\$ 244,265		\$ 153,888	\$ 443,153
<b>NPV of Total Revenue</b>			<b>\$199,523</b>

Heber City Corporation

Reversionary vs. Non-Reversionary Lease  
75'x75' Hangar

**Excluding all County Property Tax Revenue**

Assumptions

Hangar Rate	\$	0.32	per/sqft
Unimproved Ground Rate	\$	0.16	per/sqft
CPI Assumption		2%	
Discount Rate		3.5%	
Leasehold Hangar		5625	sqft
Leasehold Unimproved		3400	sqft
Estimated Initial Hangar Value	\$	250,000	
Monthly Lease Fee	\$	2,500	
Heber City Prop Tax Rate		0.115%	
Est Demo Cost (2015 \$'s)	\$	(30,000)	

Reversionary

Year	Ground			Total Revenue
	Lease	Prop Taxes	Hangar Sale	
1	\$ 2,344	\$ 287		\$ 2,631
2	\$ 2,344	276.95		\$ 2,621
3	\$ 2,391	267.4		\$ 2,658
4	\$ 2,439	257.85		\$ 2,697
5	\$ 2,487	248.3		\$ 2,736
6	\$ 2,537	238.75		\$ 2,776
7	\$ 2,588	229.2		\$ 2,817
8	\$ 2,640	219.65		\$ 2,859
9	\$ 2,693	210.1		\$ 2,903
10	\$ 2,746	200.55		\$ 2,947
11	\$ 2,801	191		\$ 2,992
12	\$ 2,857	181.45		\$ 3,039
13	\$ 2,914	171.9		\$ 3,086
14	\$ 2,973	162.35		\$ 3,135
15	\$ 3,032	152.8		\$ 3,185
16	\$ 3,093	143.25		\$ 3,236
17	\$ 3,155	133.7		\$ 3,288
18	\$ 3,218	124.15		\$ 3,342
19	\$ 3,282	114.6		\$ 3,397
20	\$ 3,348	105.05		\$ 3,453
21	\$ 3,415	95.5		\$ 3,510
22	\$ 3,483	85.95		\$ 3,569
23	\$ 3,553	76.4		\$ 3,629
24	\$ 3,624	66.85		\$ 3,691
25	\$ 3,696	57.3		\$ 3,754
26	\$ 3,770	47.75		\$ 3,818
27	\$ 3,846	38.2		\$ 3,884
28	\$ 3,922	28.65		\$ 3,951
29	\$ 4,001	19.1		\$ 4,020
30	\$ 4,081	9.55		\$ 4,091
31	\$ 5,231		\$ 250,000	\$ 255,231
32	\$ 5,336			\$ 5,336
33	\$ 5,443			\$ 5,443
34	\$ 5,551			\$ 5,551
35	\$ 5,662			\$ 5,662
36	\$ 5,776			\$ 5,776
37	\$ 5,891			\$ 5,891
38	\$ 6,009			\$ 6,009
39	\$ 6,129			\$ 6,129
40	\$ 6,252			\$ 6,252
41	\$ 6,377			\$ 6,377
42	\$ 6,504			\$ 6,504
43	\$ 6,634			\$ 6,634
44	\$ 6,767			\$ 6,767
45	\$ 6,902			\$ 6,902
46	\$ 7,041			\$ 7,041
47	\$ 7,181			\$ 7,181
48	\$ 7,325			\$ 7,325
49	\$ 7,471			\$ 7,471
50	\$ 7,621			\$ 7,621
51-Demo				\$ (80,748)
Net	\$ 220,378	\$ 4,441	\$ 250,000	\$ 394,071
			<b>NPV of Total Revenue</b>	<b>\$137,456</b>

Non-Reversionary

Year	Ground		Conversion		Total Revenue
	Lease	Fee	Prop Taxes		
1	\$ 2,888	\$ 1,500	\$ 287		\$ 4,675
2	\$ 2,946	\$ 1,500	\$ 287		\$ 4,732
3	\$ 3,005	\$ 1,500	\$ 287		\$ 4,791
4	\$ 3,065	\$ 1,500	\$ 287		\$ 4,851
5	\$ 3,126	\$ 1,500	\$ 287		\$ 4,913
6	\$ 3,189	\$ 1,500	\$ 287		\$ 4,975
7	\$ 3,252	\$ 1,500	\$ 287		\$ 5,039
8	\$ 3,317	\$ 1,500	\$ 287		\$ 5,104
9	\$ 3,384	\$ 1,500	\$ 287		\$ 5,170
10	\$ 3,451	\$ 1,500	\$ 287		\$ 5,238
11	\$ 3,520	\$ 1,500	\$ 287		\$ 5,307
12	\$ 3,591	\$ 1,500	\$ 287		\$ 5,377
13	\$ 3,663	\$ 1,500	\$ 287		\$ 5,449
14	\$ 3,736	\$ 1,500	\$ 287		\$ 5,522
15	\$ 3,811	\$ 1,500	\$ 287		\$ 5,597
16	\$ 3,887	\$ 1,500	\$ 287		\$ 5,673
17	\$ 3,965	\$ 1,500	\$ 287		\$ 5,751
18	\$ 4,044	\$ 1,500	\$ 287		\$ 5,830
19	\$ 4,125	\$ 1,500	\$ 287		\$ 5,911
20	\$ 4,207	\$ 1,500	\$ 287		\$ 5,994
21	\$ 4,291	\$ 1,500	\$ 287		\$ 6,078
22	\$ 4,377	\$ 1,500	\$ 287		\$ 6,164
23	\$ 4,465	\$ 1,500	\$ 287		\$ 6,251
24	\$ 4,554	\$ 1,500	\$ 287		\$ 6,341
25	\$ 4,645	\$ 1,500	\$ 287		\$ 6,432
26	\$ 4,738	\$ 1,500	\$ 287		\$ 6,525
27	\$ 4,833	\$ 1,500	\$ 287		\$ 6,619
28	\$ 4,929	\$ 1,500	\$ 287		\$ 6,716
29	\$ 5,028	\$ 1,500	\$ 287		\$ 6,815
30	\$ 5,129	\$ 1,500	\$ 287		\$ 6,915
31	\$ 5,231		\$ 287		\$ 5,518
32	\$ 5,336		\$ 287		\$ 5,622
33	\$ 5,443		\$ 287		\$ 5,729
34	\$ 5,551		\$ 287		\$ 5,838
35	\$ 5,662		\$ 287		\$ 5,949
36	\$ 5,776		\$ 287		\$ 6,062
37	\$ 5,891		\$ 287		\$ 6,178
38	\$ 6,009		\$ 287		\$ 6,296
39	\$ 6,129		\$ 287		\$ 6,416
40	\$ 6,252		\$ 287		\$ 6,538
41	\$ 6,377		\$ 287		\$ 6,663
42	\$ 6,504		\$ 287		\$ 6,791
43	\$ 6,634		\$ 287		\$ 6,921
44	\$ 6,767		\$ 287		\$ 7,054
45	\$ 6,902		\$ 287		\$ 7,189
46	\$ 7,041		\$ 287		\$ 7,327
47	\$ 7,181		\$ 287		\$ 7,468
48	\$ 7,325		\$ 287		\$ 7,611
49	\$ 7,471		\$ 287		\$ 7,758
50	\$ 7,621		\$ 287		\$ 7,907
Net	\$ 244,265		\$ 14,325	\$	\$ 303,590
			<b>NPV of Total Revenue</b>		<b>\$134,052</b>

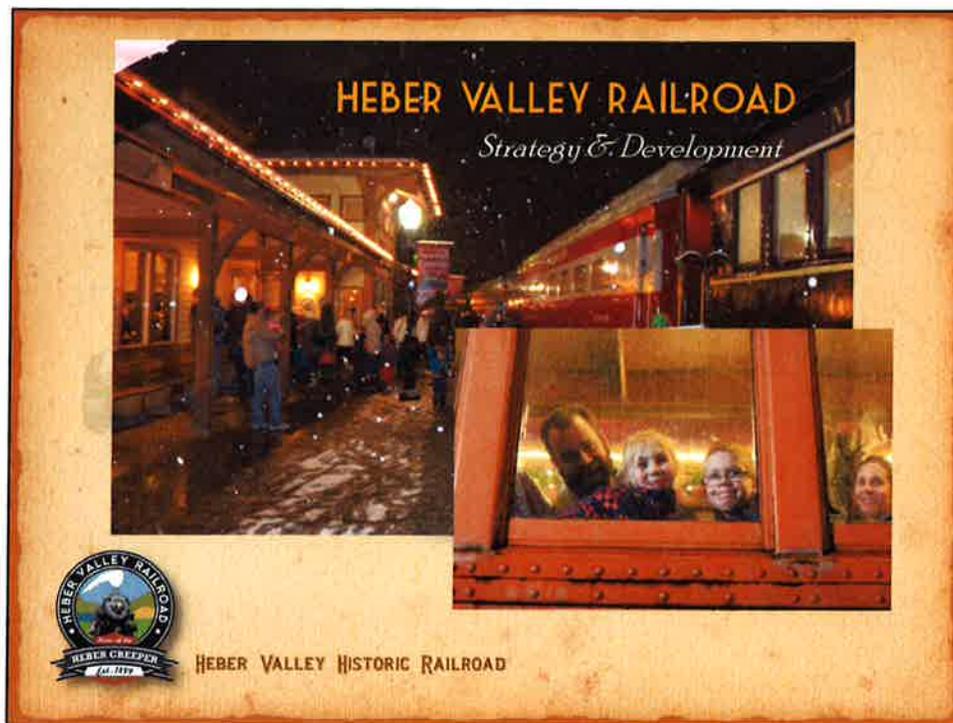
# TAB 5

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

# TAB 6



HEBER VALLEY HISTORIC RAILROAD



HEBER VALLEY HISTORIC RAILROAD

# HEBER VALLEY HISTORIC RAILROAD

**Providing Great Experiences**



HEBER VALLEY HISTORIC RAILROAD

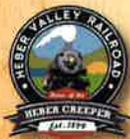
# HEBER VALLEY HISTORIC RAILROAD

**Strategy**

**Preserve** the HVR Experience

**Grow** the HVR

**Develop** the property & Experience



HEBER VALLEY HISTORIC RAILROAD

## HEBER VALLEY HISTORIC RAILROAD



### Preserving the HVR Experience

Financial performance – self-sustaining

501c3 HVR Foundation

Infrastructure and capital costs

Critical relationships

Heber City, Wasatch County,

Utah State Parks, UDOT

Property & equipment development



HEBER VALLEY HISTORIC RAILROAD

## HEBER VALLEY HISTORIC RAILROAD

### Grow the HVR

Passengers

Trails

Track maintenance

Equipment

First Class

Steam

Bicycles

Dining



HEBER VALLEY HISTORIC RAILROAD

# HEBER VALLEY HISTORIC RAILROAD

## Develop the HVR Experience



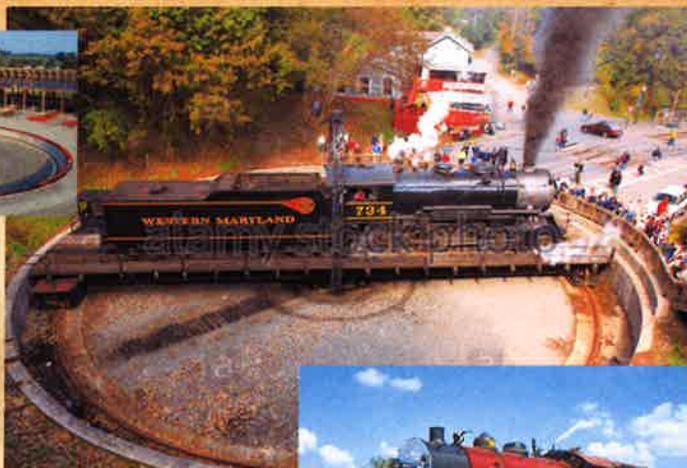
Turntables & a roundhouse

The property (cowboy village, history, dining & events  
Nova Tower, water tower, historic buildings)

The right-of-way (Soldier Hollow, Vivian Park, Decker Bay)



HEBER VALLEY HISTORIC RAILROAD



TURNTABLE



HEBER VALLEY HISTORIC RAILROAD

CONCEPT

- ROCKY TERRACE - FOR RAMPAGE ACCESS
- 8' HIGH SAFETY FENCE
- 4' HIGH SAFETY FENCE
- EXISTING BARBOAD TRACKS
- LOADING/ UNLOADING AREA FOR PASSENGERS
- EXISTING BARBOAD TRACKS
- BARBOAD TIE
- 10' CLEAR ZONE AROUND THE RAILROAD
- RESTROOMS/ BATHROOMS
- EXISTING
- 12' HIGH FENCE

- CONCRETE SIDEWALK
- PARKING
- DECK COVER
- SUNNYER ENCLOSURE
- EXISTING BARBOAD TRACKS
- WALK-UP BRIDGE
- SUN OPEN SPACE
- EXISTING PARKING
- PARKING ISLAND
- PARKING ADJUNCT
- RESTROOM FACILITY
- PLANTER BOX
- CONCRETE SIDEWALK
- SUN ACTIVITY AREA
- SHOWCASE EXHIBIT
- RESTROOM
- BRIDGE SIDEWALK

VIVIAN PARK - MASTER PLAN (TURNTABLE OPTION)

draft

HEBER VALLEY HISTORIC RAILROAD

ROUNDHOUSE

HEBER VALLEY HISTORIC RAILROAD



