

# **REGULAR MEETING**

**AGENDA  
AND  
STAFF MEMO**

**HEBER CITY CORPORATION  
75 North Main Street  
Heber City, UT 84032  
City Council Regular Meeting  
March 3, 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: City Council Member Ronald Crittenden
  - III. Prayer/Thought: By Invitation (Default Council Member Jeffrey Smith)
  - IV. Open Period for Public Comments
    1. Approval of Application for Local Consent for On Premise Alcohol Consumption for El Rodeo Grill Located at 734 West 100 South
    2. Public Hearing – Ordinance 2016-7, an Ordinance Considering the Annexation of a 27.52 Acre Parcel Known as the Witt-Heiner Annexation and Located at Approximately 2800 South US 40; and Approval of the Associated Annexation Agreement
    3. Public Hearing – Resolution No. 2016-6, A Resolution Amending the 2015-2016 Capital Projects Fund Budget
    4. Rachel Kahler, Heber Valley Tourism and Economic Development Board, Recap of the 2015 Heber Valley Western Music & Cowboy Poetry Gathering
    5. Nadim AbuHaidar, OK3 AIR Annual Report
    6. Approve 2016 FAA Grant Application – Land Acquisition Project
    7. 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 25, 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 February 25, 2016.

# Memo

To: Mayor and City Council  
From: Mark K. Anderson  
Date: 2/25/2016  
Re: City Council Agenda Items for March 3, 2016

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## REGULAR MEETING

**Item 1 – Approval of Application for Local Consent for On Premise Alcohol Consumption for El Rodeo Grill Located at 734 West 100 South:** El Rodeo Grill, located at 734 West 100 South, is seeking local consent for on premise consumption of beer. (See enclosed staff report from Tony Kohler) The applicant has provided a clean background check and meets the criteria found in City Ordinance. Staff would recommend approval.

**Item 2 - Public Hearing – Ordinance 2016-7, an Ordinance Considering the Annexation of a 27.52 Acre Parcel Known as the Witt-Heiner Annexation and Located at Approximately 2800 South US 40; and Approval of the Associated Annexation Agreement:** At the last City Council meeting, the Council asked that a public hearing be scheduled to consider the annexation of property known as the Witt-Heiner Annexation. Staff has made some proposed changes to the Annexation Agreement to incorporate the possibility that the Heiner property may also be impacted by the realignment of 2400 South and that there may also be some additional impact to the Keyser parcel if the current alignment of 2400 is only slightly modified. (See enclosed Annexation Agreement) The agreement was just forwarded to Brian Balls this morning and staff has not yet received any feedback from the property owners on the proposed changes.

The Council needs to solicit public input for or against the approval of this annexation. Staff would recommend that the annexation be approved subject to the conditions outlined in the Annexation Agreement.

**Item 3 – Public Hearing – Resolution No. 2016-6- A Resolution Amending the 2015-2016 Capital Projects Fund Budget:** At the last City Council work meeting, the Council discussed a request to amend the budget to address unanticipated needs for the new Public Safety building. Enclosed is a copy of the bid that was received to add two additional

benches in the courtroom. I know there may be less expensive solutions to this problem, but I think long term this will be the best solution to keep the appearance of the court most appealing. At this time, I am trying to contact the Justice Court to get a better understanding of the real need for two additional computers. The Police are actively working on identifying a solution to address their inability to communicate via radio and cellphone within the building. The solution to this problem will likely be less than what is being requested for the budget.

**Item 4 – Rachel Kahler, Heber Valley Tourism and Economic Development Board, Recap of the 2015 Heber Valley Western Music & Cowboy Poetry Gathering:** Rachael Kahler is coming before the Council to make the annual report on the Cowboy Poetry Gathering. (See enclosed PowerPoint) As part of that report, Rachel will be seeking a \$5,000 contribution to the 2016 Cowboy Poetry Gathering. The Council has supported this event for several years. Staff would recommend that the Council indicate that the request will be considered during the budget process.

**Item 5 – Nadim AbuHaidar, OK3 AIR Annual Report:** Due to inclement weather, Nadim was unable to make the last City Council meeting. Nadim AbuHaidar is coming before the Council to make his annual report. Enclosed is a copy of his PowerPoint presentation that he will cover with the Council and a copy of the FBO Agreement. In paragraph 21 of the agreement you will see language about the requirement to make an annual report.

At this time, Mark Smedley has reviewed the proposed non-disclosure agreement being requested by OK3-AIR before they will disclose their operating statement (income statement). We have forwarded those comments to Nadim and Mark Smedley will meet with Nadim's attorney next week.

**Item 6 – Approve 2016 FAA Grant Application – Land Acquisition Project:** One month ago the Council asked that this application be modified to more accurately represent what our final costs would be. Last week, I received notice that the FAA would likely be in a position to issue grants and reimburse the City for the purchase of the Maverik property. In order to do that, we must submit a grant application. In looking at the property and discussing this matter with the FAA, I would offer the following:

- The FAA will not pay for landscaping of the property unless it mitigates a wildlife problem
- The FAA appears to be willing to complete the fencing of the land, which would help secure any assets the City might store on the property. But, fencing of the property will not add to the aesthetics of the property.
- There are no driveways to the property
- The building is in fairly good condition, if any portion of the structure were to be removed, the value of the logs should offset any cost of demolition

The enclosed grant application includes monies to acquire the land, cut the curb for a driveway access, pour a concrete driveway approach and install a 6' chain link fence to

complete the fencing of the property. This project includes engineering fees to design, bid and inspect any improvements the City might install with FAA funding assistance. (see enclosed budget)

I understand that the Council may have issue with what is proposed. The Council should discuss how we can accomplish the objective of securing the property while still making it attractive to the public

**Item 7 – Closed Meeting As Needed:**

# TAB 1

Heber City Council  
Meeting date: March 3, 2016  
Report by: Anthony L. Kohler

**Re: Local Consent for El Rodeo Grill for On-Premise Alcohol License**

Diego Payan, owner of the El Rodeo Grill at 734 West 100 South is requesting Local Consent for an on premise alcohol license to serve alcohol to be consumed onsite at the restaurant. There are no nearby public or private schools, churches, public libraries, public playgrounds, or parks that would require a variance to the code for an alcohol license at this location. The petitioner has submitted a clean background history. Other nearby alcohol selling facilities include Wasatch Back Grille at 600 West 100 South and Snake Creek Grille at 650 West 100 South.

The request for Local Consent meets the requirements of the City Code for an On-Premise Beer License. At the time of licensure, the petitioner will need to post the required \$2,000 bond to the City. Additionally, the petitioner will also need approval from the State Department of Alcohol Beverage Control.

**Section 18.508.060 M. On-Premise Beer Retailer Licenses.**

1. The holder of an On-Premise Beer Retailer License may only sell beer at retail for consumption upon the premises. Premises as used in this section is limited to the open room area surrounding the restaurant facilities and shall not include any isolated areas or other areas segregated by partitions, walls, or other barriers. On-Premise Beer Retailer Licenses will only be issued to a holder of and in connection with a valid restaurant license.

2. On-Premise Beer Retailer Licenses may be permitted in the C-2, C-3, C-4, or MURCZ Zones.

**Section 5.08.050 Restrictions on Location**

A. No alcohol license shall be granted to any facility for on-premise consumption of alcohol if such facility is located within 600 feet of any public or private school, church, public library, public playground, or park, as measured from the nearest entrance of the facility by following the shortest route of ordinary pedestrian travel to the property boundary of the public or private school, church, public library, public playground, or park.

B. No alcohol license shall be granted to any facility for on-premise consumption of alcohol if such facility is located within 200 feet of any public or private school, church, public library, public playground, or park, measured in a straight line from the nearest entrance of the facility to the nearest property boundary of the public or private school, church, public library, public playground, or park.

C. The City Council may consider the proximity of the facility to any educational, religious, and recreational facility, including nursery schools, infant day care centers, trade and

technical schools, and teen/youth facilities or other relevant factors in reaching a decision on whether to issue an alcohol license for on-premise or off-premise consumption.

**Section 5.08.100 Bond-Amounts Designated**

Every licensee shall be required to post a cash bond or a corporate bond with a surety acceptable to the City in the amount of two thousand dollars, which sum shall be forfeited to the City upon the violation of this Chapter by the licensee. The amount of the bond may be changed from time to time by Resolution of the City Council.

**Location**





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

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

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

A. **Business Name** El Rodeo Grill  
Proposed local business address: 734 West 100 South Heber, Ut 84032

B. **Ownership Type:**  Corporation  Partnership  Proprietorship  LLC  
If Corporation list Corp. name \_\_\_\_\_  
(Attach a copy of Certificate of Incorporation)

C. **Information on:**  President  General Partner  Sole Proprietor  
Name Diego Payan Home Phone 435-657-2219  
Home Address 1219 N. Birch Cir  
Mailing Address Same  
(Street Number) (City) (State) (Zip)

D. **Information on:**  Local Manager  Partner  Representative Responsible for Business  
Name Diego Payan Home Phone \_\_\_\_\_  
Home Address 1219 N. Birch Cir  
Mailing Address Same Heber UT 84032  
(Street Number) (City) (State) (Zip)  
Date of Birth \_\_\_\_\_ Place of Birth \_\_\_\_\_

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

E. Give a brief description of the proposed establishment and alcohol license requested, and check the appropriate box or boxes.

- Restaurant License
- Tavern License
- Package Agency
- Single Event Permit
- Temporary Special Event Beer Permit
- Limited Restaurant License
- Private Club License
- On-premise Banquet License
- Manufacturers and Wholesale Facilities
- Off-premise Beer Retailer's License
- State Store
- Special Use Permit
- Liquor Warehousing License
- On-premise Beer Retailer License

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

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

**H. Verification of Accuracy - Acknowledgment of Responsibility**

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

Diego Payan  
Authorized Business Owner

2/18/16  
Date

# TAB 2

ORDINANCE 2016-07

AN ORDINANCE ANNEXING PROPERTY KNOWN AS THE WITT-HEINER ANNEXATION LOCATED AT APPROXIMATELY 2800 SOUTH HIGHWAY 40, HEBER CITY, WASATCH COUNTY, STATE OF UTAH.

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

**Section 1.** That the 27.52 +/- acres, described in the attached Exhibit A of this Ordinance is hereby assigned to the C-2 Commercial Zone consistent with the Heber City General Plan, County of Wasatch, State of Utah.

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

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

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

APPROVED:

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

ATTEST:

\_\_\_\_\_  
RECORDER  
(Seal)

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

**Exhibit A**

**BOUNDARY DESCRIPTION**

Commencing at the Northwest corner of Section 16, 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 B: Annexation Agreement**

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 Heiner properties, Petitioner at the discretion of the City, may be required to ~~shall~~:

(1) Dedicate a new 72-foot right of way through the property from Mill Road to Highway 40 for the realignment of the Mill Road and Highway 40 Intersection as shown on Exhibit F.1. Said intersection shall be located at least 1320 feet from the planned future alignment of Wheeler Road and Highway 40 Intersection to the north. Right of way will be granted and dedicated upon development or redevelopment of the property or upon request by Heber City; and

b)c) At the time of development or redevelopment of the ~~Keyser~~ properties, Petitioner at the discretion of the City, may be required to ~~shall~~:

(1) ~~Accommodate~~ Dedicate a new 72-foot right of way through the property from Mill Road to Highway 40 for the realignment of the Mill Road and ~~Highway 40 2400 South~~ Intersections as ~~Shown~~ shown on Exhibit F.1. Said intersection shall be located at least 1320 feet from the planned future 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 or upon request by Heber City; and

~~(1)~~(2) Dedicate a new 66-foot right of way through the property from 2400 South to Highway 40 for the realignment of the 2400 South and Highway 40 Intersection as Shown on Exhibit F.1. Said intersection shall be located at least 660 feet from the planned alignment of Wheeler Road and Highway 40 Intersection to the north as shown on Exhibit F.1. Right of way will be granted and dedicated upon development or redevelopment of the property or upon request

by Heber City; and

~~(2)~~(3) 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)~~(4) 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;

~~e)~~d) 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, \_\_\_\_\_

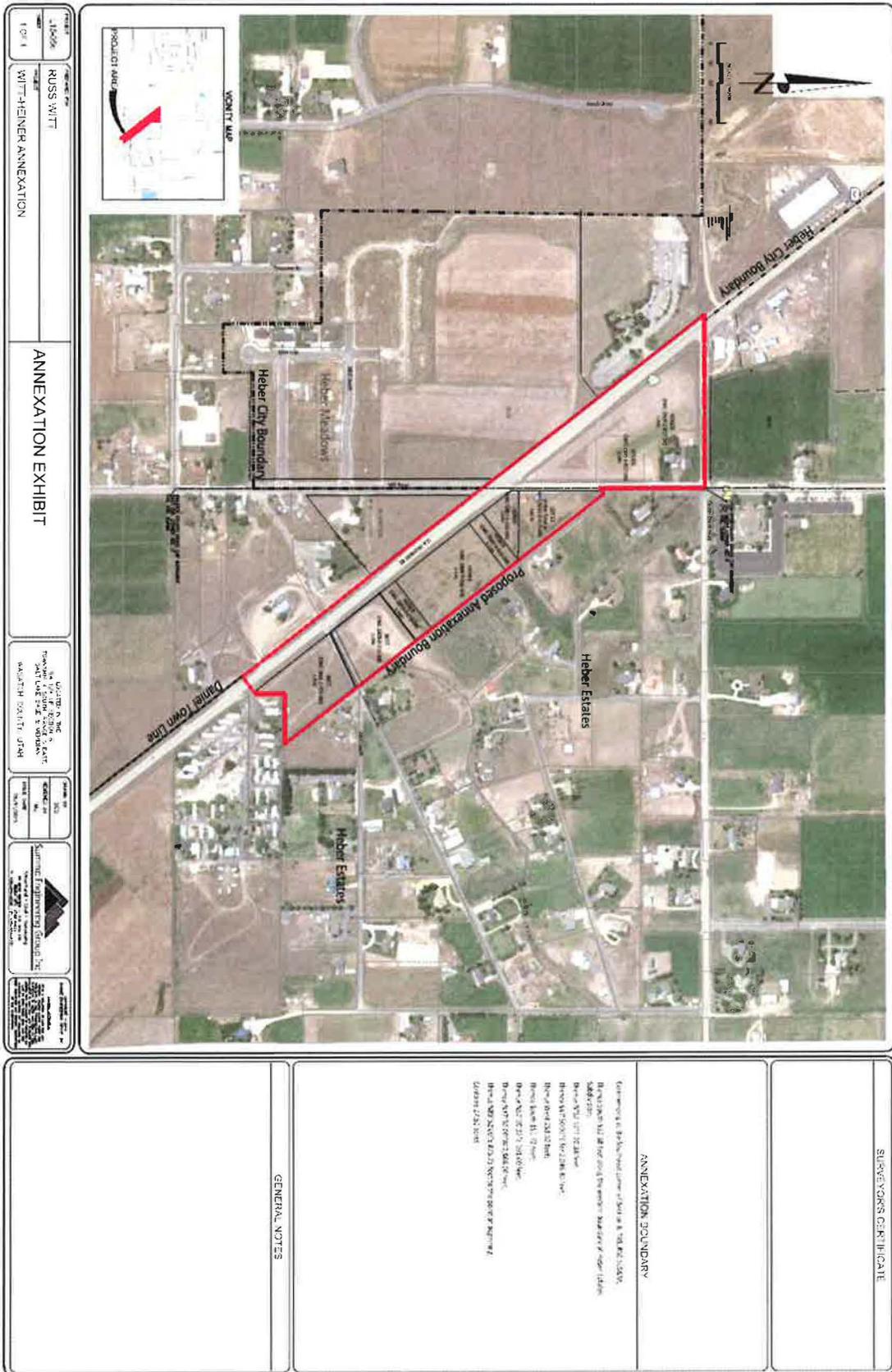
By: \_\_\_\_\_  
Russ & Cathy Witt Family LLC, Manager

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



PROJECT NO. 1  
 SHEET NO. 1 OF 1  
 PROJECT NAME: WITHEINER ANNEXATION

DESIGNED BY: RUSS WITT  
 CHECKED BY: WITHEINER ANNEXATION

DATE: 10/15/2014  
 TOWN OF DANIEL'S TOWN  
 SALT LAKE COUNTY, UTAH

PROJECT NO. 1  
 SHEET NO. 1 OF 1  
 PROJECT NAME: WITHEINER ANNEXATION

DATE: 10/15/2014  
 TOWN OF DANIEL'S TOWN  
 SALT LAKE COUNTY, UTAH

ANNEXATION EXHIBIT

SUPERVISOR CERTIFICATE

ANNEXATION BOUNDARY

FOR THE TOWN OF DANIEL'S TOWN, I HEREBY CERTIFY THAT THE ANNEXATION BOUNDARY SHOWN ON THIS PLAT IS CORRECT AND ACCURATELY REPRESENTS THE BOUNDARY BETWEEN THE TOWN OF DANIEL'S TOWN AND THE TOWN OF HEBER CITY. I HAVE REVIEWED THE PLAT AND THE RECORDS OF THE TOWN OF DANIEL'S TOWN AND HAVE FOUND THAT THE ANNEXATION BOUNDARY IS CORRECT AND ACCURATELY REPRESENTS THE BOUNDARY BETWEEN THE TOWN OF DANIEL'S TOWN AND THE TOWN OF HEBER CITY. I HAVE ALSO REVIEWED THE RECORDS OF THE TOWN OF HEBER CITY AND HAVE FOUND THAT THE ANNEXATION BOUNDARY IS CORRECT AND ACCURATELY REPRESENTS THE BOUNDARY BETWEEN THE TOWN OF DANIEL'S TOWN AND THE TOWN OF HEBER CITY. I HAVE THEREFORE CERTIFIED THAT THE ANNEXATION BOUNDARY IS CORRECT AND ACCURATELY REPRESENTS THE BOUNDARY BETWEEN THE TOWN OF DANIEL'S TOWN AND THE TOWN OF HEBER CITY.

GENERAL NOTES

## EXHIBIT B: LEGAL DESCRIPTION

### ANNEXATION BOUNDARY

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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;

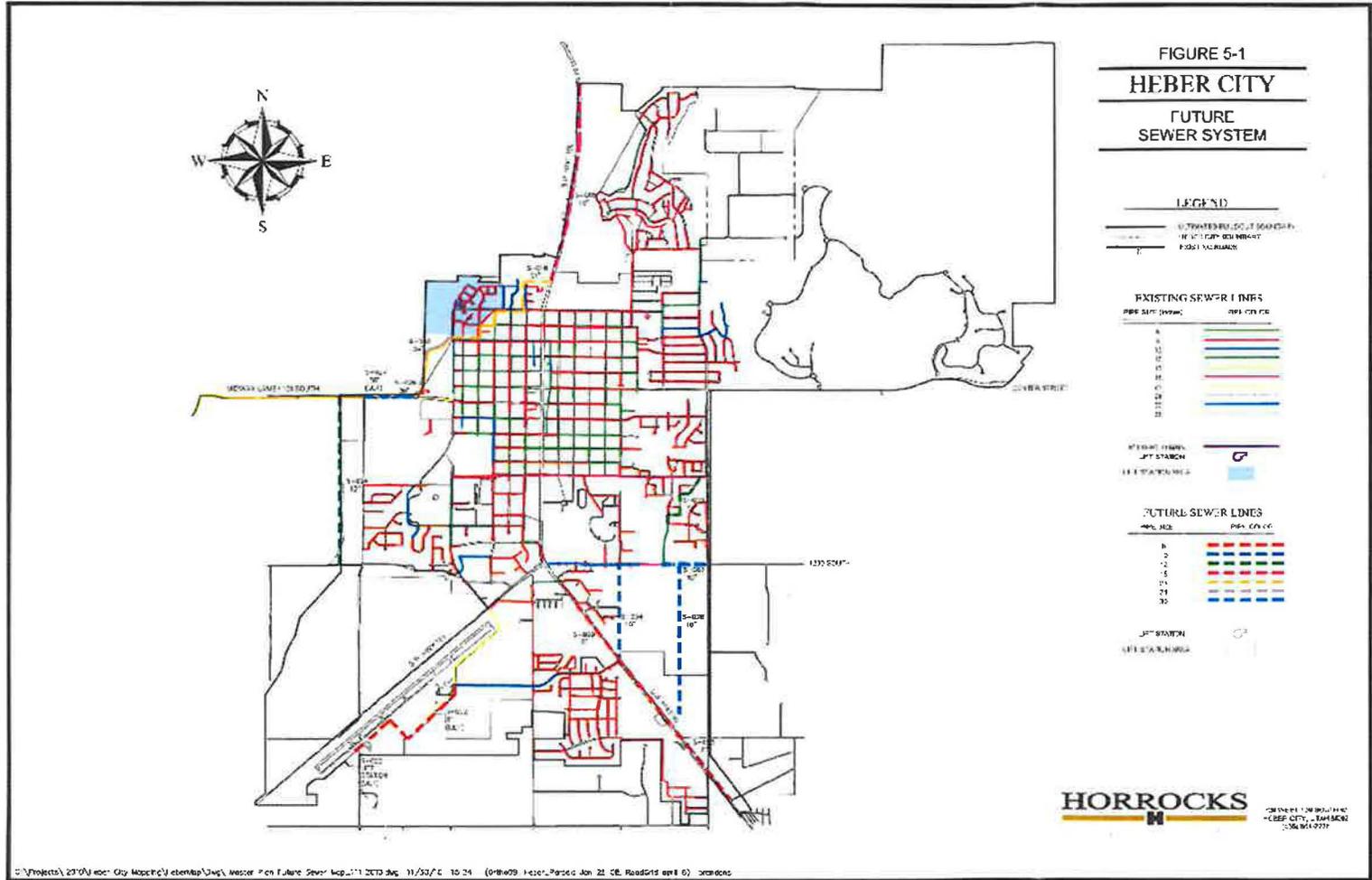
Thence N89°52'00"E 875.75 feet to the point of beginning.

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 E: SEWER**

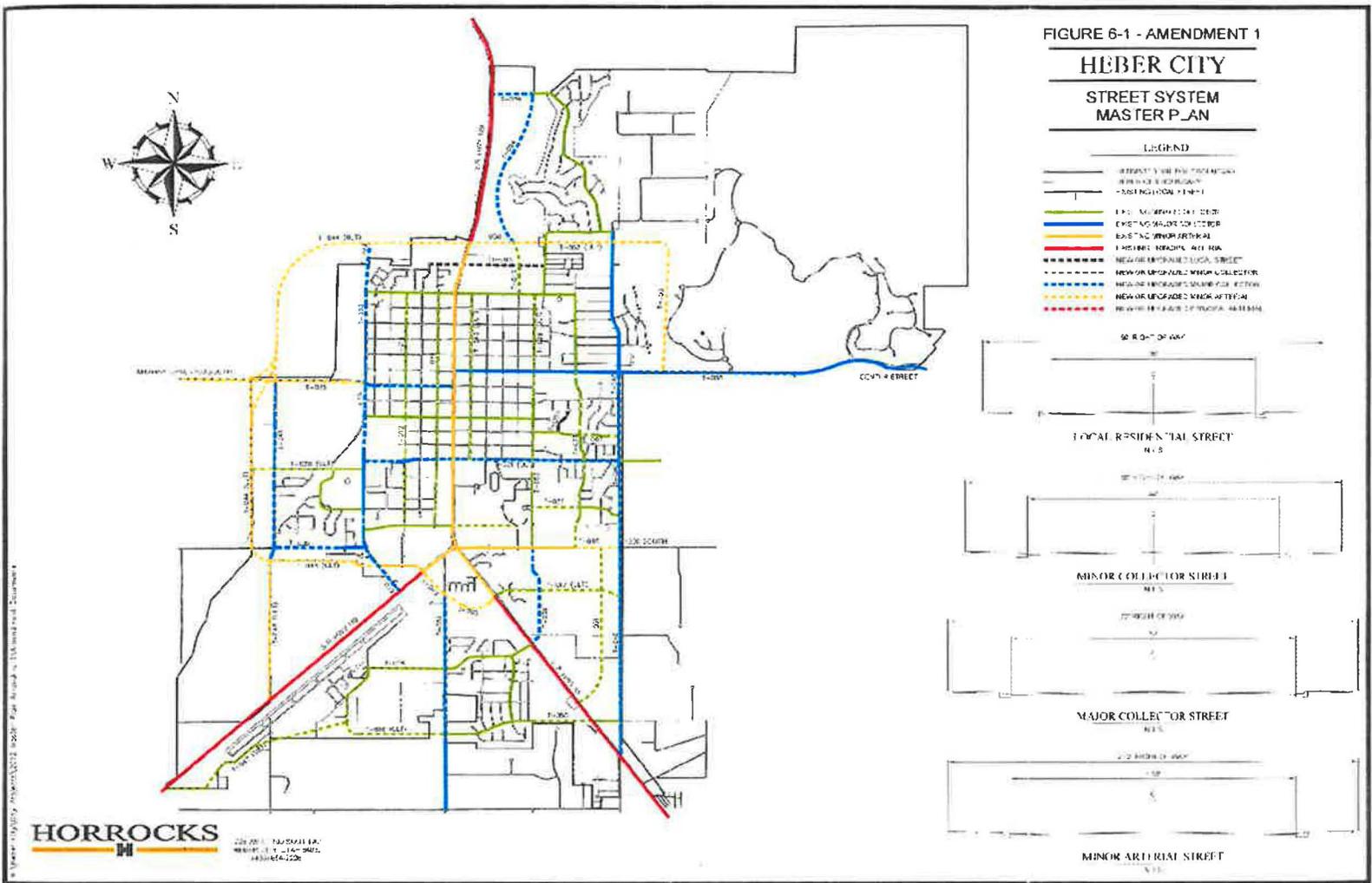


EXHIBIT F: STREETS

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



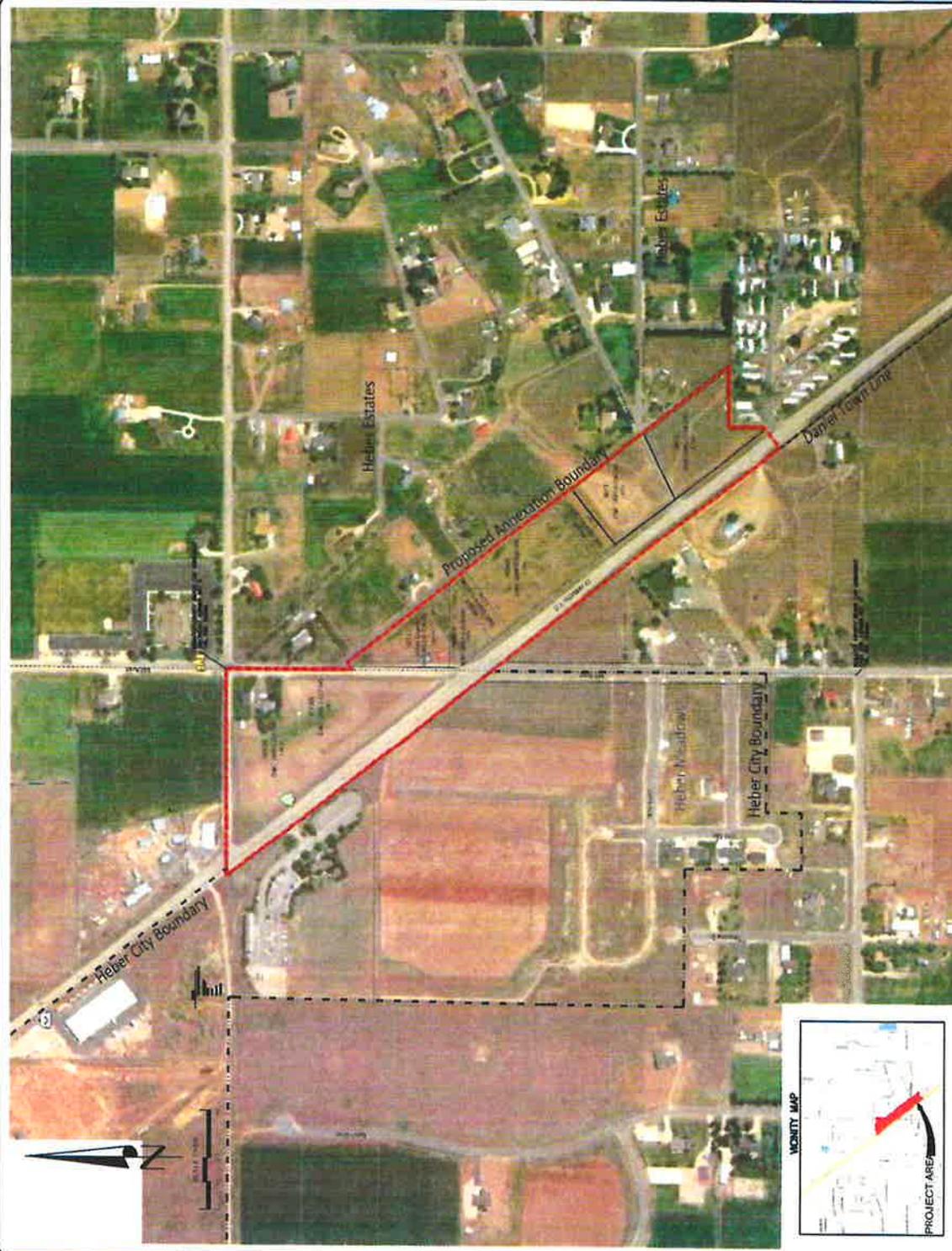


**SURVEYOR'S CERTIFICATE**

**ANNEXATION BOUNDARY**

Commencing at the Southeast corner of Section 8, 15, R5E SUBM4;  
 Thence South 532.38 feet along the western boundary of Heber Estates  
 Subdivision;  
 Thence N52°10'E 20.30 feet;  
 Thence S37°40'00"E for 2,046.80 feet;  
 Thence West 333.50 feet;  
 Thence South 151.71 feet;  
 Thence N62°30'32"E 301.00 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.

**GENERAL NOTES**



PROJECT NO: 2024-001  
 SHEET NO: 1 OF 1  
 DATE: 06/17/2024



PROJECT NO: 2024-001  
 SHEET NO: 1 OF 1  
 DATE: 06/17/2024

LOCATED IN THE  
 SW 1/4 OF SECTION 8,  
 TOWNSHIP 15 SOUTH, RANGE 15 EAST,  
 SUBM 4, R5E, 15N, 15E  
 WASATCH COUNTY, UTAH

**ANNEXATION EXHIBIT**

PROJECT: L15-466  
 SHEET: 1 OF 1  
 PREPARED FOR: RUSSELL WITT  
 PROJECT: WITT-HEINER ANNEXATION

**TAB 3**

Resolution 2016-06

**A RESOLUTION AMENDING THE 2015-2016 OPERATING BUDGET**

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

WHEREAS, a public hearing was held on March 3, 2016, at the City Council’s regularly scheduled meeting, complying with State law;

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

**Capital Projects Fund**

The Capital Projects Fund is proposed to increase budgetary purchase amount of \$38,000 for the purpose of acquiring equipment to enhance radio and cell phone transmissions within the public safety building, acquisition of additional benches for the courtroom and additional Justice Court computers and switches for the building.

- \$38,000 – Buildings and Improvements (424072)
- (\$38,000) – Contribution Capital Projects Surplus (423870)

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

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

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

APPROVED:

---

Mayor Alan W. McDonald

ATTEST:

---

City Recorder

# SAUIDER®

## ORDER FORM

### WORSHIP SEATING

<b>Sold To:</b>	HEBER CITY CORPORATION	<b>Contract Date:</b>	1/8/2016
<b>Address 1:</b>	75 N MAIN ST	<b>Ship To:</b>	HEBER CITY CORPORATION
<b>Address 2:</b>		<b>Address 1:</b>	75 N MAIN ST
<b>City/State/Zip:</b>	HEBER CITY, UT 84032	<b>Address 2:</b>	
<b>Phone:</b>		<b>City/State/Zip:</b>	HEBER CITY, UT 84032
		<b>Phone:</b>	
		<b>County:</b>	Wasatch County
<b>Contact #1:</b>	Judge Randy Birch	<b>Contact #2:</b>	Brandon Shopay
<b>Address 1:</b>	_____	<b>Address 1:</b>	_____
<b>Address 2:</b>	_____	<b>Address 2:</b>	_____
<b>City/State/Zip:</b>	_____	<b>City/State/Zip:</b>	_____
<b>Main Phone:</b>	(435) 671-2555 <input type="checkbox"/> Work <input checked="" type="checkbox"/> Cell <input type="checkbox"/> Home	<b>Main Phone:</b>	(435) 657-7918 <input type="checkbox"/> Work <input type="checkbox"/> Cell <input type="checkbox"/> Home
<b>Alternate #:</b>	_____ <input type="checkbox"/> Work <input type="checkbox"/> Cell <input type="checkbox"/> Home	<b>Alternate #:</b>	_____ <input type="checkbox"/> Work <input type="checkbox"/> Cell <input type="checkbox"/> Home
<b>Alternate #2:</b>	_____ <input type="checkbox"/> Work <input type="checkbox"/> Cell <input type="checkbox"/> Home	<b>Alternate #2:</b>	_____ <input type="checkbox"/> Work <input type="checkbox"/> Cell <input type="checkbox"/> Home
<b>Email:</b>	rbirch@utcourts.gov	<b>Email:</b>	bshopay@ci.heber.ut.us
<b>Fax:</b>	_____	<b>Fax:</b>	_____

**Finance/Billing Contact:** \_\_\_\_\_ **Phone:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

**Job Superintendent:** \_\_\_\_\_ **Phone:** \_\_\_\_\_  
 \* Job site superintendent is authorized to release shipment of furniture.

**Is job to match existing Sauder Furniture?**  Yes  No **Match Order Number: 187237**  
**Contract is Based On:** Customer Provided **Number:** 0

**Note: Product is not CAL133 or Boston Fire Code rated unless specifically noted otherwise.**

<b>Pews</b>		<b>\$6,630.08</b>
<b>Wood Species</b>	Rift Northern White Oak	
<b>Pew Body #1</b>		
<b>Body Style</b>	1006	
<b>Qty of pews</b>	2	
<b>Approximate Footage</b>	21	
<b>Seat/Back Core Material</b>	Solid	
<b>CAL133 or Boston Fire Code?</b>	NO	
<b>Support</b>	13	
<b>General Specifications</b>		
<b>Finish</b>	12 Pecan	
<b>Pew End</b>	2085	
<b>Edge Mold</b>	08	
<b>Pew End Base Shoe</b>	NO	
<b>Back Cap</b>	Oval	
<b>Back Pitch</b>	Standard	
<b>Cantilever</b>	12 inches	

**Comments** Benches to be located in Courtroom 2201, in front of dividing banister between gallery and counsel tables.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

	Sub total	<b>\$6,630.08</b>
<b>Sales Tax (if applicable)</b>	0.00%	<b>\$0.00</b>
	Delivered and Installed Price	<b>\$6,630.08</b>
<b>Down Payment</b>	30%	<b>\$1,989.02</b>
	Balance Due at Invoice	<b>\$4,641.06</b>

Currency in US Funds. Make checks payable to Sauder Manufacturing Co. Mail order to Sauder Manufacturing Co., 930 W Barre Rd, P.O. Box 230, Archbold OH 43502

**Building (New or Existing?):** Existing

**Floor Conditions:**

<b>Grade (Level, slope, combination):</b>	Level
<b>Material (Wood, Concrete, etc.):</b>	Concrete
<b>Covering (Carpet, Tile, Combination, etc.):</b>	Carpet

**Earliest date you can receive furniture & installation can begin:** As soon as possible

**Any special dates we need to consider:** \_\_\_\_\_

Please note that the above dates are intended to be used as guidelines in planning and are not guaranteed. See bottom of contract for Sauder delivery lead time information.

This order may be subject to a price increase if delivery is not taken by December 31, 2017.

Payment terms are net 30 days from invoice date. This order is subject to and acceptance of terms and conditions which can be found at [www.sauderworship.com](http://www.sauderworship.com). Open terms may be established based on Sauder® Manufacturing Co. determination of available funds to pay for the order in full and within payment terms. If there is a high risk determination then a 100% deposit may be required. Acceptance of the order is expressly conditioned upon Purchaser agreeing to Sauder® Manufacturing Co. terms and conditions.

**Ordered By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Authorized Signature)

**Printed Name & Title:** \_\_\_\_\_

**Sauder Representative:** \_\_\_\_\_  
Martin

Sauder Delivery Lead Times: 12 weeks after completion of all details on all product\* except Auditorium 14 weeks after completion of all details on Auditorium product. \*Certain modified product will carry a longer lead time.

# TAB 4



**HEBER VALLEY**  
**WESTERN MUSIC**  
**& COWBOY POETRY**  
**GATHERING**

Cowboy Poetry Presentation

Heber City

March 3, 2016

## Presentation Agenda

- Tom Fowler
  - Trends & Overall Objectives
- Rachel Kahler
  - Relationship with Wasatch County School District
  - Media & Marketing Overview
- Tom Fowler
  - Financial Health of Cowboy Poetry
  - Grant Request for 2016



## Interaction with Wasatch Schools

- 3,200 elementary students watched and participated in the 2015 Western Assemblies
- 24+ FFA Volunteers
- WHS Choir & Band students as volunteer ushers
- WHS Theater students helping with technical stage
- Lunch Provided for 70+ teachers & administration
- Overtime pay for janitorial staff & staff support
- 230+ Community Volunteers



## 2015 Investment into Wasatch School District

Wasatch High School Custodial Services \$8,162

Donation to the FFA \$5,000

Donation to the Theater & Choir High School \$1,000

Repair and Kitchen Supplies \$2,190

Education Program Value to Elementary Schools

Cowboy Poetry Workshops & Assemblies \$11,000

Wasatch Community Scholarship \$500

Friday Lunch for WHS teachers \$520

# Marketing Campaign

**LOCALS ONLY \$20 TICKETS**

**FRIDAY OCT 30 2016**

11:00 am RIDING ON THE SKY  
WVS Main Stage

2:00 pm BRADY AND JIMMY DENNYER  
WEST Main Stage

6:00 pm BRENDI HILL & ANDY WELDON  
Heber Town Hall

**SATURDAY OCT 31 2016**

11:00 am BAR WRANGLES  
WVS Main Stage

3:00 pm BILLIE CLARK  
WVS Main Stage

6:00 pm KEVIN WEST & MARY BRIDGER  
Heber Town Hall

**Discount Locals Tickets!**

Tickets are available for purchase ONLY at the Heber Valley Ticket Center, 418 W Main Street, Heber City. Open 9 a.m. - 4 p.m. 10/1 - 10/10. By calling (435) 864-3147.

Heber Valley Western Music & Cowboy Poetry Gathering

435.654.2352 | HVCPG.COM

HEBER VALLEY WESTERN MUSIC & COWBOY POETRY GATHERING

30 ARTISTS 9 STAGES

10.28-11.1.2015

HEBER CITY, UTAH

ON SALE NOW - HVCPG.COM

UTAH'S LARGEST CELEBRATION OF THE AMERICAN WEST with Music, Poetry & Art

HEBER CITY, UTAH

Heber Valley Western Music & Cowboy Poetry Gathering

OCT. 28 - NOV. 1, 2015

TICKETS ON SALE NOW! HVCPG.COM

HEBER VALLEY WESTERN MUSIC & COWBOY POETRY GATHERING

UTAH'S LARGEST CELEBRATION OF THE AMERICAN WEST with Music, Poetry & Art

30 ENTERTAINERS 9 STAGES

OCT. 28 - NOV. 1, 2015

UTAH'S LARGEST CELEBRATION OF THE AMERICAN WEST with Music, Poetry & Art

HEBER CITY, UTAH

OCT. 28 - NOV. 1, 2015

TICKETS ON SALE NOW! HVCPG.COM

# Media Buy

National Print Magazines

Local Radio – KSL, KSOP, FM 100

Digital Marketing- KSL.com

Social Media Marketing

Websites – Utah.com, NowPlaying.com

Parades – Swiss Days & Fair Days

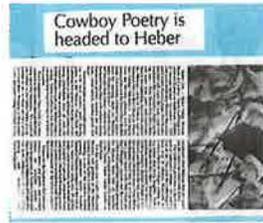
Brochures – 3,200 mailed



Total Marketing Budget: \$53,944



# Media Coverage



Fox13 with Big Budah Morning Show



## BUST A RHYME

Stage is set for 21st annual cowboy poetry, music gathering in Heber

See it in Print



Daily Herald Feature Article

# www.HeberValleyCowboyPoetry.com

Source	Advertiser	Estimate	Actual	Reach	Impressions	CPM	CPA	CPV
		14,510	91,00%	13,300	64,89%	1,90	00,01,35	0,00%
1	Facebook	1,500	95%	1,500	100%	1,33	0,00	0,00
2	Twitter	1,000	90%	900	90%	1,11	0,00	0,00
3	LinkedIn	500	80%	400	80%	1,25	0,00	0,00
4	YouTube	1,000	70%	700	70%	1,43	0,00	0,00
5	Instagram	500	60%	300	60%	1,67	0,00	0,00
6	Next Issue	1,000	50%	500	50%	2,00	0,00	0,00
7	Next Issue	1,000	40%	400	40%	2,50	0,00	0,00
8	Next Issue	1,000	30%	300	30%	3,33	0,00	0,00
9	Next Issue	1,000	20%	200	20%	5,00	0,00	0,00
10	Next Issue	1,000	10%	100	10%	10,00	0,00	0,00

25,023  
Website  
Visitors



Customer Email Distribution to 4,416 with 10 Email Blasts in.  
\*29.4% Read or Clicked Email Links

## Business Community Economic Benefit

### Partnering with Heber Valley Businesses

**\$77,135**

Hospitality: Soldier Hollow Grill, Tarahumara, Kneaders, Dickey's, Dairy Keen, Dottie's Kolaches	\$16,625.85
Advertising: Lone Pine Imaging, CRC Signs, Ignition Graphix, KTMP, Wasatch Wave	\$14,149.20
Lodging: Zermatt Resort, Silver Springs Lodge, Holiday Inn, Aspen Transportation	\$11,950.16
Heber Valley Railroad	\$2,500.00
Zermatt Resort Dinner Show Ticket Revenue	\$17,534.84
Wasatch High School- Custodial Services & Administration, Plus Donations to Student Clubs	\$16,875.50

## Economic Benefit to Heber Valley

- 905 Room Nights during the Gathering  
October 28 – November 1, 2015
- 288 Room Nights specific to Heber City
  - \$403,200 Travel Related Expenditures
  - \$431,712 Total Economic Impact to Heber City
- \$1,267,000 All travel related expenditures -  
excluding lodging/accommodations  
(Spending x Number of attendees x Length of stay)
- **\$1,356,595 Total Economic Impact\***  
(All travel related expenditures + Revenue from out-of-state room sales)

\*based on Utah Office of Tourism Calculator

## 2015 Cowboy Poetry Financials

### 2015 Summary

- CP was profitable by \$5675, up from \$1900 last year
- **Major Drivers:**
  - Ticket Sales were soft in 2015 and forecasted Sponsorships were down primarily due to a reduction from Zion Bank
  - Team members focused on managing budgets and improving efficiencies to meet expected profit goals – Including:
    - Major reduction in Marketing Spending
    - Sought and added additional Sponsors
    - Reduction in Entertainer Expense
    - Moved Dinner Shows to Soldier Hollow from Homestead

### Cowboy Poetry Financial Trend

	2012	2013	2014	2015
<b>Revenue</b>				
EZ Ticket Sales	\$204,800	\$206,200	\$202,396	\$188,565
Zermatt	(19,200)	(24,500)	(16,676)	(15,907)
<b>Net Ticket Revenue</b>	<b>\$185,600</b>	<b>\$181,700</b>	<b>\$185,720</b>	<b>\$172,658</b>
Grants / Sponsorships	119,000	95,400	107,300	101,140
Other	19,800	18,100	18,400	18,274
<b>Total Revenue</b>	<b>\$324,400</b>	<b>\$295,200</b>	<b>\$311,400</b>	<b>\$292,072</b>
<b>Expenses</b>				
Entertainers	\$118,000	\$105,600	\$121,700	\$104,215
Marketing/Advertising	86,000	62,500	60,400	54,664
Zermatt offset		(5,800)	(2,670)	(2,500)
all Other	128,600	122,600	130,100	130,018
<b>Total Expenses</b>	<b>\$332,600</b>	<b>\$284,900</b>	<b>\$309,500</b>	<b>\$286,397</b>
<b>Income / Loss</b>	<b>\$(8,200)</b>	<b>\$10,300</b>	<b>\$1,900</b>	<b>\$5,675</b>

### 2015 Budget vs. Actual

	<u>2015 Budget</u>	<u>2015 Actual</u>	<u>Change</u>
<b>Revenue</b>			
EZ Ticket Sales	\$189,800	\$188,565	-\$1,235.00
Zermatt	-5800	-15907	-\$10,107.00
<b>Net Ticket Revenue</b>	<b>\$184,000</b>	<b>\$172,658</b>	<b>-\$11,342.00</b>
Grants / Sponsorships	99090	101140	\$2,050.00
Other	\$15,520	18274	\$2,754.00
<b>Total Revenue</b>	<b>\$298,610</b>	<b>\$292,072</b>	<b>-\$6,538.00</b>
<b>Expenses</b>			
Entertainers	\$106,000	\$104,215	-\$1,785.00
Marketing/Advertising	54715	54664	-\$51.00
Sholder Hollow Dinner	6000	4220	-\$1,780.00
Zermatt offset	0	-2500	-\$2,500.00
all Other	\$126,350	\$125,798	-\$552.00
<b>Total Expenses</b>	<b>\$293,065</b>	<b>\$286,397</b>	<b>-\$6,668.00</b>
<b>Income / Loss</b>	<b>\$5,545</b>	<b>\$5,675</b>	<b>\$130.00</b>

Ticket Comparison 2011 - 2015					
	2011	2012	2013	2014	2015
Total Tickets	12133	13323	11049	10502	9549
Comp	1139	1946	1430	1370	1171
Sponsor	1408	1585	890	674	643
Church- Includes comp	1496	2390	1594	1131	1142
Net Sold	8090	7402	7135	7327	6583
Homestead/Zermatt	360	386	449	336	380
Revenue Tickets w/o Church	<u>7730</u>	<u>7016</u>	<u>6686</u>	<u>6991</u>	<u>6213</u>
Net \$ Ticket Revenue w/o Church	\$188,896	\$184,900	\$180,698	\$181,519	\$167,998
Avg Ticket Price	\$24.44	\$26.35	\$27.03	\$25.96	\$27.04

## 2016 Action Items

- Continue to add to contingency fund through profitability
  - Goal of \$50,000
  - Will allow opportunity to experiment on entertainment venue
- Grow ticket sales through entertainer selection
  - Home Free, Joey & Roey, others?
- Review opportunity to increase ticket pricing
- Continue Soldier Hollow as alternate site for Friday & Saturday Dinner shows
- Analyze Entertainer expense vs. Revenue generated with goal to reduce expense / redirect
- Review other 'more profitable' venues for the Library
- Continue to stress Financial discipline

## Request for Heber City Grant: \$5,000

Our mission: Wasatch Western Heritage, Inc. is a 501 © 3 nonprofit organization, our mission is to promote the cowboy way of life through music, poetry, and art by holding its annual Heber Valley Western Music & Cowboy Poetry Gathering and by giving back to the community along the way.

Thank you for supporting the  
Western way of life!

# TAB 5



Heber City Council Meeting  
February 18<sup>th</sup> 2016

1

## Discussion Items

- OK3 AIR 2015 Operations Summary
- Common Misconceptions about OK3
- FBO Lease Provisions
- Pending Issues – 2016 and beyond
- Questions

2

## 2015 Operations Summary

- Overall operations:
  - 310,000 gallons sold
    - » 88% Jet fuel
    - » 12% AvGas (for piston aircraft)
  - 6,000 aircraft maintenance hours billed
    - » Pilatus Aircraft Service Center
    - » Aircraft Avionics Service
      - » All the major brands, including Garmin
  - \$240,000 capital investments
  - 20 employees

3

## Fuel Volume Gallons

	2010	2011	2012	2013	2014	2015
Jet A	178,629	209,640	252,629	279,115	302,555	273,140
AvGas	48,923	45,865	56,832	50,271	46,869	36,588
Total	227,552	255,505	309,461	329,386	349,424	309,728

- Jet fuel volume increased 53% between 2010 and 2015
- AvGas volume declined 25% between 2010 and 2015
  - This is not inconsistent with the national trend
- Airport shut down for 30+ days in May for runway rehab project
- 5,000 gal. less AvGas use in 2015 for OK3 AIR (less flight school, charter)
- Jet fuel sales always dependent on weather during key times

4

## Fees to the City

	2011	2012	2013	2014	2015
Landing	N/A	\$15,586	\$34,315	\$36,063	\$38,916
Flowage/Total	\$7,680	\$12,058	\$16,479	\$17,470	\$15,486
Jet A	\$6,289	\$9,639	\$13,955	\$15,127	\$13,657
Avgas	\$1,391	\$2,219	\$2,524	\$2,343	\$1,829
Hangar A, E	\$600	\$1,475	\$2,350	\$3,225	\$3,225
Hangar 2	N/A	\$3,521	\$4,844	\$4,914	\$4,953
FBO Lease	\$4,813	\$5,054	\$5,307	\$5,572	\$5,851
Total	\$13,093	\$37,694	\$63,295	\$67,244	\$68,431

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## 2015 Fee Breakdown

- **76.2%** of the fees paid by OK3 AIR to Heber City are directly attributable to jet/turbine aircraft operations
- **20.31%** of fees are attributable to hangar and FBO leases
- **3.49%** of fees paid by OK3 AIR are directly attributable to Avgas (piston) aircraft operations

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## OK3 AIR Capital Investments

2011	2012	2013	2014	2015	Total
\$105,000	\$535,000	\$63,000	\$75,000	\$240,000	\$1,018,000

- Hangar \$385K
- Aircraft Deicer \$86K
- Aircraft Tugs \$101K
- JetA Fuel Truck \$55K
- GPU \$41K
- Crew Car \$23K
- Jet A Pump \$26K
- Ramp \$200K

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## Common Misconceptions about OK3 AIR

Since we have some new faces in 2016, address some of the common misconceptions about OK3 AIR so that we can get off on the right foot:

1. The airport is losing money
2. OK3 is operating a monopoly
3. There is no public ramp
4. OK3's maintenance shop engages in discriminatory pricing
5. OK3 is driving business away

All of these statements are untrue.

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## 1. The Airport is making money

- According to the City reports, the airport operating financials are positive \$217,970 over the last 4 years
  - This is quite remarkable, when also considering that the economic impact of the airport to the local community is at least \$8mil/year according to a 2004 UDOT report
    - It's probably a lot more in 2016!
- OK3 AIR paid the City \$68,431 in 2015. This amount is a 523% increase since 2011
- OK3 AIR made a \$200,000 capital investment in the airport in 2015, paying to have a portion of the ramp paved. This will benefit the Airport long-term. Most importantly, this \$200,000 will be reimbursed by the FAA to the City

## 2. OK3 AIR is not a monopoly

I have heard people refer to OK3 AIR as an illegal monopoly, but nothing could be further from the truth

- FAA grant assurances do not require that airports like Heber have more than 1 FBO. In fact, more than 65% of airports in the U.S have a single FBO
- Aviation service users have a choice of 15+ different service providers within a 50nm radius of the Heber Airport. So, users have the option of going elsewhere
- To say that OK3 has a monopoly is no different then saying that the Apple store in the Fashion Place Mall is a monopoly because you don't like their prices and can't get cheaper prices on Apple products while in that particular mall - you can always go elsewhere to buy phones and computers

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### 3. The Heber Airport has a “Public Ramp”

- I have repeatedly heard that Heber does not have a public ramp because OK3 AIR leases/operates the entire ramp and that this violates FAA grant assurances. This is incorrect
- We are contractually required to operate the ramp as a public ramp, and we do
- At a recent Airport Board meeting, Kristen Brownson with the FAA confirmed this
- It is important to understand that having a PUBLIC ramp is not the same thing as having a FREE ramp
- No argument has been made for why a *FREE* ramp is in the City's best interest

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### 4. The OK3 AIR Maintenance Department Uses a Fair Pricing Model

- I have heard that OK3 AIR's maintenance department engages in discriminatory pricing in violation of the minimum standards. Specifically, an airport board member stated that: “it’s \$100/hr if you’re working on a Citation Jet and it’s \$100/hr if you’re working on a Cessna 182, and that means that you are operating in a discriminatory manner.” HCAAB meeting 02/18/15 @ 01:18
- In fact, this statement proves the opposite. What is more fair than charging everyone the same hourly rate?
- This allegation was investigated by the Airport Manager and found to be without basis

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## 5. OK3 AIR is Not Driving Business Away

- As you can see from my Operations Summary, OK3 AIR is engaged in all aspects of the FBO business, namely fuel sales, hangaring and maintenance. As a business, OK3 AIR must make money to survive
- However, OK3 AIR has always tried to get the right mix of business while being a good neighbor
- It helps to give some perspective. For example, let's look at noise

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## Quick Review of the Past

### 2002 Flight School Noise Complaints

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## Jet Aircraft Technology has Changed Significantly last 10+ years

- We, and the City, used to receive a fair number of Jet aircraft noise complaints
- Mostly older jets with Stage II engines
- Those jet engines are largely banned in the US
- Consequently, we almost never get jet aircraft noise complaints anymore

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## OK3 Adjustments Based on Noise Complaints

- Based on these noise complaints, OK3 made many adjustments to its business model in order to be a better neighbor
- For example:
  - We do not market ourselves as a cheap fuel stop
  - We have drastically reduced flight training operations
  - Very limited aerobatic flight training
  - Put pressure on helicopter training operators to limit ops
- These efforts have worked

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## 2015 Noise Complaint Data

- 12 total formal complaints for 2015
  - Via russmcdonaldfield.com web site
- 6 helicopter complaints
- 5 small piston/propeller aircraft complaints
  - Aerobatic airplanes
  - Warbirds / older aircraft (much higher propeller rpm)
- 1 Jet aircraft complaint

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## Noise Complaint Data Conclusion

- Source of noise is mostly helicopters and small piston aircraft
- OK3 AIR has worked diligently over the past few years to help limit noise issues
  - Amount of flight school activity
  - Proactive meetings with helicopter flight schools to limit activity
- Also, jet engine technology has changed dramatically past 15 years
  - No more stage II (loud) aircraft
- Piston aircraft technology has NOT changed in 50+ years
  - Loudest airplanes at the Heber airport are WWII warbirds

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## What Does the City Want?

- As you can see, OK3 AIR has tried to strike the right balance in an effort to be a good neighbor in this noise-sensitive valley, sometimes to its own economic detriment
- Would like to hear from council members: Do you think we should pursue all possible business or be cognizant of noise issues?
- Both OK3 and the City would benefit from an honest discussion and an open line of communication about the future of the Airport

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## FBO Lease Provisions

- Section 15:
  - "The Lessee specifically agrees that (60) days after the end of each year to make an appointment and meet with the City Council of Heber City to review the administration of the airport pursuant to this Lease. *The parties mutually agree that said review shall be for the purpose of acquainting all members of the City Council with the terms of said Lease and the administration thereunder and for the formulation of rules, regulations and policies to be implemented for the future operation of said airport.*"

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## FBO Lease Provisions

- Until the last two years, the FBO used to participate in all discussions concerning rules, regulations, and policies concerning the airport as a member of the Airport Advisory Board
- The FBO has been removed from the Airport Advisory Board, and therefore no longer has a regular opportunity to participate in these discussions

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## FBO Lease Provisions

- The FBO respectfully requests that under the provisions of Section 15 of the FBO Lease agreement that we be included in all discussions regarding future airport rules, regulations and policies, specifically:
  - Hangar leasing policies
  - Airport rules and regulations
  - Terminal area plans
  - Future airport upgrades and master plans

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## 2016 Pending Issues

- Master Planning doesn't begin until 2017
- Many decisions depend on the Plan
  - FBO Lease Negotiations
  - New hangar construction
  - Fuel farm relocation
- We should all be patient for the planning process to play out before making major decisions

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## Summary

- We should be patient and not make hasty decisions in 2016
- Contrary to what some people may tell you, our interests are aligned if you are interested in the following:
  - More profitable airport
  - Quieter airport
  - Safer airport

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# Discussion & Questions

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AMENDED AGREEMENT

THIS AGREEMENT made and entered into this 5<sup>th</sup> day of January, 1995, by and between HEBER CITY MUNICIPAL CORPORATION, hereinafter called "Lessor" and HIGH COUNTRY AVIATION, INC., hereinafter called "Lessee."

W I T N E S S E T H:

(1) In consideration of (a) the covenants and agreement hereinafter set forth, and (b) the building of the improvements shown in the attached Exhibits B through I. Heber City hereby leases to High Country Aviation, Inc., for the term of thirty years from the date of this Agreement, that portion of the Heber Valley Airport situated in Wasatch County, State of Utah, and described and high-lighted in the drawing attached as Exhibit A. High Country Aviation agrees to vacate up to one acre of the leasehold known as Exhibit A to accommodate the construction of additional aircraft hangars and apron space. Heber City agrees to enlarge the leasehold held by High Country Aviation to include the proposed jet apron when constructed. However, if there is not substantial completion of the "improvement" by the 30th day of March, 1995, then the term and the terms and provisions of the previous Amended Agreement of April 7, 1988 shall be controlling. The Lessee at the end of the thirty year lease period, if the thirty years comes into effect, shall have a first right of refusal to extend the lease for an additional 20 years. The City reserves the right at the end of thirty years to terminate and modify the airport facilities if they deem it in the public interest.

In addition, the Lessee shall have the right to use the landing area and public airport facilities in common with the remaining flying public, provided, however, that parking by the Lessee shall be in the parking area described in Exhibit A.

(2) Lessee agrees to comply with all the laws of the F.A.A. and the State of Utah which pertain to and govern the flying of aircraft and the operation, conduct and maintenance of airports and agrees to comply with all the provisions of the ordinances of Wasatch County, Utah, and Heber City, Utah, which are now in effect and which may become effective during the period of this lease which pertain to the flying and operation of aircraft and the conduct and operation of airports. In signing this Agreement, Heber City waives only those minimum requirements of the existing Aviation Ordinance that specifically conflict with the provisions of this Agreement. As to such conflicts, the said minimum requirements are hereby waived pursuant to Section III of said ordinance.

(3) The property is leased to said Lessee for the purpose of conducting a general aviation business as a Fixed Base Operator and as a Special Services Operator as per "Minimum Standards and Requirements for the Conduct of Commercial Aeronautical Services and Activities at Heber City Municipal Airport, Wasatch County, Utah, Effective March 5, 1987 (Resolution 87.01)" and as amended or changed by mutual consent between Heber City and Lessee or as amended when deemed reasonable and necessary by the City Council for safety reasons or in order to comply with State and Federal rules and regulations or in order to assure

reasonable and competent service at said airport, and to do all things necessary to carry out said purposes.

(4) The Lessee agrees to pay as rental for said property the sum of \$2205.00 for the lease year from January 8, 1995 to January 7, 1996. Yearly rent will increase at 5% per annum unless the increase is waived by the Heber City Council with the consent of the Mayor. Each years rent is payable in advance.

As additional rental, Lessee is to pay two cents (2¢) per gallon for fuel flowage, paid quarterly, due on the amount delivered to the airport, not when sold to the user. Said assessment to commence with the first delivery following the signing of this agreement. The flow charge rate is to be reviewed every five years and may be increased or decreased to reflect regional trends. However, in no event shall the City arbitrarily increase the rate for the purpose of eliminating or replacing the Lessee as the FBO, nor shall the rate be increased if the airport is not serviced by an instrument approach system.

(5) In the performance of the management duties Lessee agrees to undertake the maintenance of the leased grounds, buildings, and utilities. The maintenance of the runway, taxiway, beacon lights, etc., remain the responsibility of Heber City. Lessee shall maintain and keep clean and sanitary the restrooms and shall undertake all janitorial services associated with the airport buildings. The restrooms and reception areas shall be available to that portion of the public that has a legitimate reason for being on the airport property. The Lessee shall further make a complete inspection at least once a week of all facilities at the airport

and report immediately any hazardous or dangerous condition to the city. Lessee agrees to maintain said property in good and serviceable condition and to serve the interest of the public and the city. Lessee shall arrange to have vending machine candy and soft drink dispensers available for the public.

(6) Lessee agrees to accept the premises at the airport in their present condition and any repairs necessary to the interior of the hangar or office or lounge at the airport to make the same serviceable, shall be at the expense of the Lessee.

(7) Lessee agrees that the facilities shall not be used as living quarters.

(8) Lessee agrees to furnish said services on a fair, equal and not unjustly discriminatory basis to all users of the airport.

(9) Lessee to charge fair, reasonable and not unjustly discriminatory prices for each unit of service provided that the Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

(10) The Lessee, in the operation and use of the Heber Airport will not, on the grounds of race, color, or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by the Federal Aviation Regulations.

(11) It is specifically understood and agreed that nothing herein contained shall be construed as granting or authorizing the granting of an exclusive right with the meaning of

Section 308 of the Federal Aviation Act.

(12) This contract is personal with the said Lessee and cannot be assigned by it to any other person except upon the written consent of Heber City. Such consent will not be unreasonably withheld.

(13) Lessee may add buildings and other improvements subject to the approval of the Lessor upon the aforementioned leased ground. At the end of the term of this lease, all facilities and improvements shall remain with the property and become the property of Heber City. The existing 10,000 gallon fuel tank and pumping and fuel dispensing facilities, together with any additional fuel facilities, shall be kept in compliance with State and Federal regulations and if they or any part becomes non-complying or hazardous, then they are to be removed at the expense of Lessee.

(14) In the event the Lessee shall maintain gasoline for the general flying public, the Lessee shall be responsible for any and all damage resulting therefrom. Lessee agrees to comply with all State and Federal requirements imposed for the storage and dispensing of such fuel. Any facilities for dispensing of fuel shall be obtained exclusively by the Lessee and at the Lessee's sole expense. Heber City shall under no condition be obligated in any manner for the fuel dispensing that the Lessee may elect to undertake.

(15) The Lessee specifically agrees that sixty (60) days after the end of each year to make an appointment and meet with the City Council of Heber City to review the administration of the

airport pursuant to this Lease. The parties mutually agree that said review shall be for the purpose of acquainting all members of the City Council with the terms of said Lease and the administration thereunder and for the formulation of rules, regulations and policies to be implemented for the future operation of said airport.

(16) The Lessee agrees to hold Heber City harmless from any damages or liability arising out of the Lessee's, its agents', and employees' occupation, maintenance, management, or commercial activities of said airport. In this regard, the Lessee agrees that it is its duty to inspect and maintain against all hazardous conditions that may exist or develop at said facilities. The Lessee agrees to provide liability insurance, for the protection of the Lessor and Lessee, which insurance shall be in the minimum amount set as per current insurance limits for defined Aeronautical Activities at municipal airports for FBO's and Special Service Operators but in no event less than the following: Public Liability and Property Damage - \$1,500,000 each accident; Hangar Keepers Liability - \$500,000 each accident; Products Liability - \$500,000 each accident. Lessee agrees to deliver a copy of the insurance policy to Heber City and annually provide the City with verification that the insurance premiums have been paid. The City has the right from time to time to review the policy limits and increase the same so that they are consistent with sound business practices.

(17) It is agreed that the old terminal building is not to be removed nor the operation contained therein interrupted

unless and until the improvements shown in Exhibits B through I have been completed and are operational.

(18) High Country Aviation agrees to the following:

(a) the removal of the electrical vault and placement of the airport electrical facilities into the new building referred to in Exhibits B through I; relocate the rotating beacon onto the top of the new building; bringing electrical service to the new building, including the installing of a meter on the building for the airport lighting; and

(b) removal of the existing terminal building, and asphaltting around and in front of the new building up to the existing asphalt.

It is understood that the parties will cooperate together to apply for state and federal grants for the improvements contemplated.

(19) It is agreed that Heber City will at such time as Heber City deems the same necessary and as budgeted monies become available to (a) relocate the dog pound and (b) acquire, for removal purposes, the interests of third parties in and to the three old hangars. (It is anticipated that the removal of the old hangars will be done in conjunction with a grant to expand the apron area as additional hangars are constructed.) However, no time commitment exists with respect to these proposed projects.

(20) That portion of Section II 4A6 of the Aviation Ordinance which requires fuel storage tanks at the airport to be installed underground shall be modified to permit above ground storage that is not in violation of any fire code, Federal, State,

or local laws, statutes, ordinances, rules or regulations. It shall be the responsibility of the Lessee to be acquainted with existing codes, ordinances, regulations, etc. Lessee is only to maintain above ground storage facilities when Lessee has determined that such facilities are in compliance with applicable fire codes, Federal, State and local laws, statutes, ordinances, rules and regulations, pertaining to fire safety and airport fuel storage requirements.

(21) The Lessee shall supply to the Heber City Recorder (a) a quarterly report which shall include total gallonage delivered to the airport, gallonage purchased and gallonage sold, and (b) a yearly gross income report from all sources together with a statement of expenses. This yearly report shall be in the form of a complete operating statement and shall be submitted within thirty (30) days after the end of each calendar year.

(22) Heber City may elect to terminate this lease for cause, meaning that the Lessee has not performed under minimum standards of this agreement. Heber City is not to arbitrarily and capriciously exercise this right.

(23) In case the Lessee shall fail to pay the rent as herein provided or in case it shall default in or fail to keep any of the material covenants to be performed by Lessee, and shall fail to remedy said default within a reasonable period of time after receiving written notice of said default, Lessee shall forfeit all rights that it may have under and by virtue of this lease and shall become a tenant by will of Heber City and Lessee agrees to vacate and surrender said premises within thirty (30) days of written

notice. Lessee has the right to a City Council hearing before the City exercises any rights under this paragraph.

HEBER CITY MUNICIPAL CORPORATION

By: Scott W. Wright  
Scott W. Wright, Mayor

Clerk and Recorder

ATTESTED:

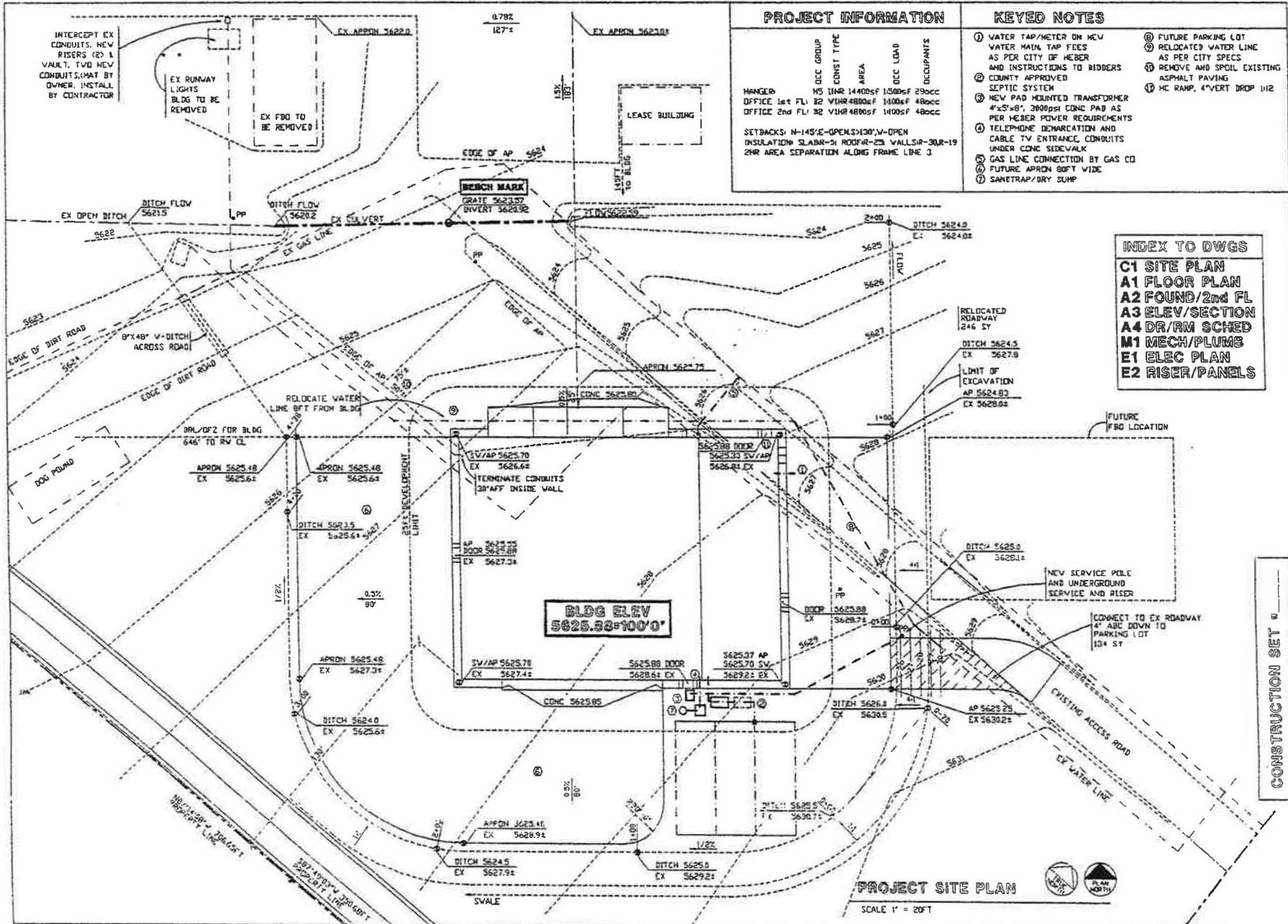
Mark K. Anderson  
Mark Anderson, Recorder

HIGH COUNTRY AVIATION INC., LESSEE

By: [Signature]  
President



EXHIBIT "B"



PROJECT INFORMATION			
MANAGER	AREA	DECC LOAD	OCCUPANTS
15 IHR	14400sf	1500sf	2300cc
OFFICE 1st FL	82 VHR	4800sf	1100sf
OFFICE 2nd FL	82 VHR	4800sf	1100sf

SETBACKS: N-145/E-OPEN(S)130', V-OPEN INSULATION SLABR-51 ROOFR-23 WALLSR-30R-19 2HR AREA SEPARATION ALONG FRAME LINE 3

- KEYED NOTES**
- ① WATER TAP/METER ON NEW WATER MAIN, TAP FEES AS PER CITY OF HEBER AND INSTRUCTIONS TO BIDDERS
  - ② COUNTY APPROVED SEPTIC SYSTEM
  - ③ NEW PAD MOUNTED TRANSFORMER 4"x5"x8", 3000psi CONC PAD AS PER HEBER POWER REQUIREMENTS
  - ④ TELEPHONE DEWARRANTION AND CABLE TV ENTRANCE CONDUITS UNDER CONC SIDEWALK
  - ⑤ GAS LINE CONNECTION BY GAS CO
  - ⑥ FUTURE APRON 80FT WIDE
  - ⑦ SANITRAP/DRY SUMP
  - ⑧ FUTURE PARKING LOT
  - ⑨ RELOCATED WATER LINE AS PER CITY SPECS
  - ⑩ REMOVE AND SPOIL EXISTING ASPHALT PAVING
  - ⑪ HC RAMP, 4" VERT DROP 1/12

**INDEX TO DWGS**

C1	SITE PLAN
A1	FLOOR PLAN
A2	FOUND/2nd FL
A3	ELEV/SECTION
A4	DR/RM SCHED
M1	MECH/PLUMB
E1	ELEC PLAN
E2	RISER/PANELS

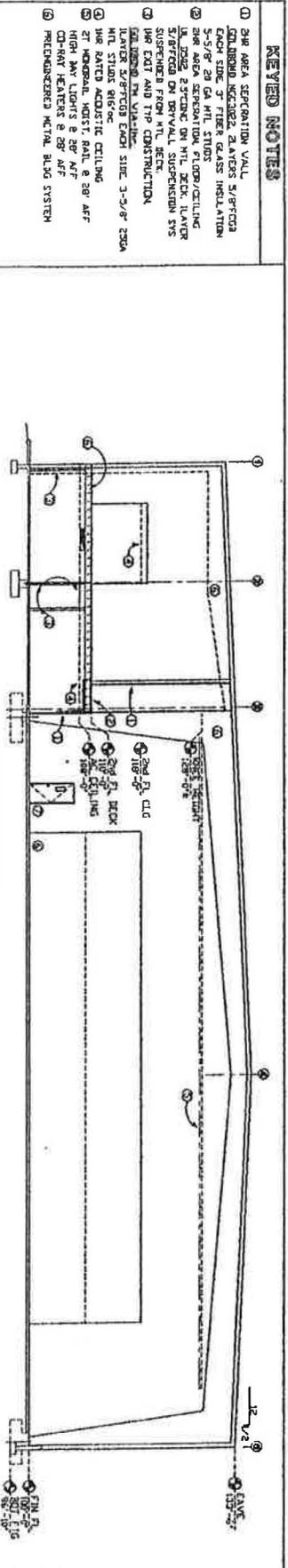
DATE	1/27/11
REVISION	CHANGE ORDER #2
<b>GEORGE E BENNETT JR., AIA</b> ARCHITECTURE DEVELOPMENT	
PROJECT INFO, SITE PLAN TERMINAL OFFICE / HANGAR HIGH COUNTRY AVIATION	
DATE	
PROJ.	
SCALE	
SHEET	
OF	

**PROJECT SITE PLAN**  
SCALE 1" = 20'









BLDG SECTION A-A SCALE 1/8" = 1'-0"

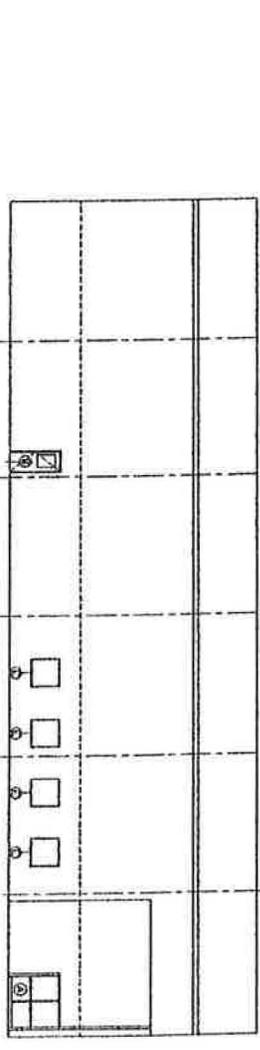
**GENERAL STRUCTURAL NOTES**

1. 2nd AREA SEPARATION WALL. CONCRETE REINFORCED 2 LAYERS 5/8" REBAR EACH SIDE 3" FILLER GLASS INSULATION 5-5/8" 20 GA MET STUDS
2. 2nd AREA SEPARATION FLOOR/CILING. 2 LAYERS 5/8" REBAR ON MET. DECK. LAYER 5/8" REBAR ON BRICK WALL. SEPARATION SYS. 1/2" EPSI AND 1" GYPSUM BOARD.
3. 2nd AREA SEPARATION WALL. 1/2" EPSI AND 1" GYPSUM BOARD. MET. STUDS 5/8" REBAR.
4. 2nd AREA SEPARATION WALL. 1/2" EPSI AND 1" GYPSUM BOARD. MET. STUDS 5/8" REBAR.
5. PRECONCRETE METAL BLDG SYSTEM

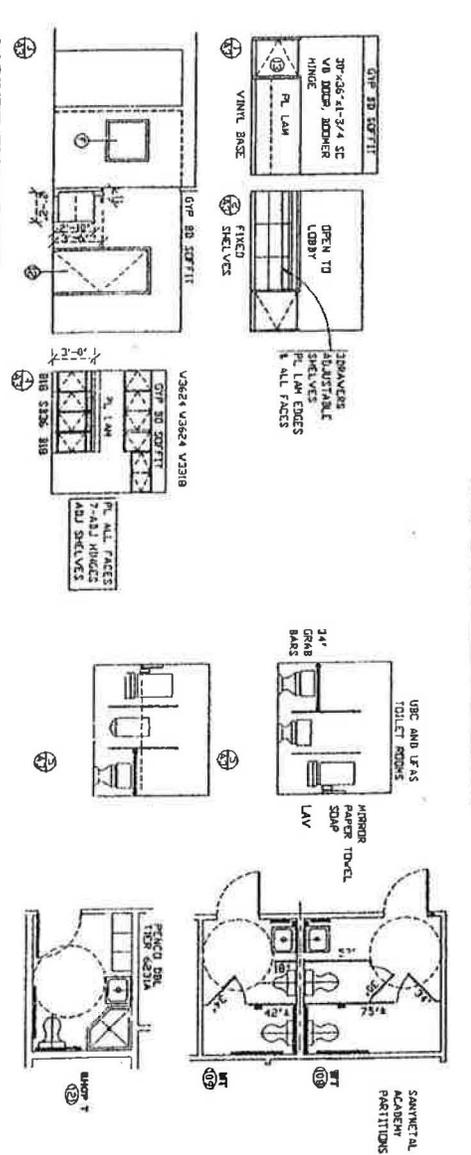
1. ASSUMED SIZE, WGT. OF ROOFING MATERIALS AND INSULATION TO BE DETERMINED BY CONTRACTOR. CONTRACTOR SHALL VERIFY DIMENSIONS OF CONSTRUCTION IS TO BE DETERMINED BY CONTRACTOR.
2. CONSTRUCTION TESTING SHALL BE COMPLETED BY CONTRACTOR. CONTRACTOR SHALL BE RESPONSIBLE FOR THE TESTING AND REPORTING. CONTRACTOR SHALL BE RESPONSIBLE FOR THE TESTING AND REPORTING.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR THE TESTING AND REPORTING.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR THE TESTING AND REPORTING.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR THE TESTING AND REPORTING.

**GENERAL STRUCTURAL NOTES**

1. METAL BUILDING SYSTEM. PRECONCRETE METAL BUILDING SYSTEM SHALL BE PRODUCED BY A MANUFACTURER WITH NOT LESS THAN 10 YEARS SUCCESSFUL EXPERIENCE IN THE DESIGN AND CONSTRUCTION OF METAL BUILDINGS OF THE TYPE AND QUALITY REQUIRED. THE PRE-ENGINEERED BUILDING SYSTEM SHALL BE BY A MANUFACTURER WHO IS A MEMBER OF THE METAL BUILDING MANUFACTURERS ASSOCIATION.
2. ACTION LOADS SHALL BE DESIGN LOADS AS WELL AS WIND LOADS AND COLLISION LOADS. THE COLLISION LOADS SHALL BE AS SPECIFIED IN THE MANUFACTURER'S DESIGN MANUAL. COLLISION LOADS SHALL BE APPLIED TO THE EXTERIOR WALLS AND TO THE ROOFING. UNLESS THESE LOADS ARE SPECIFICALLY SET OUT IN THE MANUFACTURER'S DESIGN MANUAL.
3. LIVE LOADS TO BE APPLIED TO THE FLOOR SHALL BE AS SPECIFIED IN THE MANUFACTURER'S DESIGN MANUAL.
4. WIND LOADS TO BE APPLIED TO THE WALLS AND ROOF SHALL BE AS SPECIFIED IN THE MANUFACTURER'S DESIGN MANUAL.
5. WIND PERFORMANCE FACTOR C SHALL BE AS SPECIFIED IN THE MANUFACTURER'S DESIGN MANUAL.
6. COLLISION LOADS SHALL BE APPLIED TO THE BUILDING DECK LOADS.
7. COLLISION LOADS SHALL BE APPLIED TO THE BUILDING DECK LOADS.
8. COLLISION LOADS SHALL BE APPLIED TO THE BUILDING DECK LOADS.
9. COLLISION LOADS SHALL BE APPLIED TO THE BUILDING DECK LOADS.
10. COLLISION LOADS SHALL BE APPLIED TO THE BUILDING DECK LOADS.



EASE ELEVATION SCALE 1/8" = 1'-0"



**ELEV/SECT/STRUCT NOTES**  
**TERMINAL OFFICE / HANGER**  
**High Country Aviation**

DATE: 01/11/11  
 DRAWN BY: JAC  
 PROJ: 5100  
 SCALE: 1/8" = 1'-0"  
 SHEET: A-1

**GEORGE E BENNETT JR, AIA**  
**ARCHITECTURE**  
**DEVELOPMENT**

222 SOUTH 1ST STREET  
 TAMPA, FL 33602

DATE	REVISION	BY









# TAB 6

**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 -  <b>* Other (Specify)</b>
--	--	---

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

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

**State Use Only:**

<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 and install fencing and a gate along the right of way for Heber Parkway.

**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**

<b>SECTION A – GENERAL</b>			
1. Federal Domestic Assistance Catalog Number: <u>20.106</u>			
2. Functional or Other Breakout: _____			
<b>SECTION B – CALCULATION OF FEDERAL GRANT</b>			
Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$
2. Preliminary expense			
3. Land, structures, right-of-way			1,382,400.00
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			
11. Construction and project improvement			50,625.00
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			1,440,525.00
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)			1,440,525.00
20. Federal Share requested of Line 19			1,305,547.00
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)			1,305,547.00
23. Grantee share			67,489.00
24. Other shares			67,489.00
25. Total Project (Lines 22, 23 & 24)	\$	\$	\$ 1,440,525.00

<b>SECTION C – EXCLUSIONS</b>		
Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. <b>Totals</b>	\$	\$
<b>SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE</b>		
<b>27. Grantee Share</b>		
a. Securities		\$
b. Mortgages		
c. Appropriations (By Applicant)		67,489.00
d. Bonds		
e. Tax Levies		
f. Non Cash		
g. Other (Explain)		
h. TOTAL - Grantee share		
<b>28. Other Shares</b>		
a. State		67,489
b. Other		
c. Total Other Shares		
<b>29. TOTAL</b>		\$ 134,978.00
<b>SECTION E – REMARKS</b>		

**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 and install a perimeter fence and gate.

**AIRPORT :** Heber City Municipal Airport

**1. Objective:**

Obtain land within the existing runway protection zone to Runway 22 and fence the property along the right of way for Heber Parkway.

**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 (36U)

**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

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

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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 and fence installation

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: \_\_\_\_\_

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## Drug-Free Workplace Airport Improvement Program Sponsor Certification

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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 and fence installation

### 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: \_\_\_\_\_

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## Real Property Acquisition Airport Improvement Program Sponsor Certification

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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 and fence installation

### 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:
- a. The right of flight
  - b. The right of ingress and egress to remove obstructions
  - c. 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:
- a. Valuation data to estimate the current market value for the property interest acquired on each parcel
  - b. 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:
- a. No coercive action to induce agreement
  - b. 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:
- a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property
  - b. 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: \_\_\_\_\_

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## Selection of Consultants

### Airport Improvement Program Sponsor Certification

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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 and fence installation

#### 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: \_\_\_\_\_

**Heber City Municipal Airport  
Capital Improvement Plan  
Engineer's Preliminary Estimate of Probable Construction Cost  
February 2016**

Prepared By: Armstrong Consultants, Inc.

Project CIP Cost Estimate  
Number:  
By: DJH

**PERIMETER FENCING**

<u>Item</u>	<u>Description of Work</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>
1	Mobilization/Traffic Control	1	L.S.	\$ 7,000.00	\$ 7,000.00
2	Remove Wire Fence	1	L.S.	\$ 1,500.00	\$ 1,500.00
3	6-Foot Chain Link Fence	800	L.F.	\$ 22.00	\$ 17,600.00
4	Concrete curb and gutter	120	L.F.	\$ 20.00	\$ 2,400.00
5	Entrance pavement	50	S.Y.	\$ 140.00	\$ 7,000.00
6	24-Foot chain-Link Double Swing Gate	1	Each	\$ 5,000.00	\$ 5,000.00
				<b>Sub-Total Schedule \$</b>	<b>40,500.00</b>
FOR PLANNING PURPOSES ONLY				Engineering and Admin. \$	<b>10,125.00</b>
				<b>Total Schedule \$</b>	<b>50,625.00</b>