

REGULAR MEETING

**AGENDA
AND
STAFF MEMO**

HEBER CITY CORPORATION
75 North Main Street
Heber City, UT 84032
City Council Regular Meeting - AMENDED
July 21, 2016

6:00 p.m. Regular Meeting

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

- I. Call to Order
- II. Pledge of Allegiance: Council Member Heidi Franco
- III. Prayer/Thought: By Invitation (Default Council Member Ronald Crittenden)
- IV. Minutes for Approval: June 2, 2106 Work Meeting
- V. Open Period for Public Comments
 1. Public Hearing – Ordinance 2016-12, an Ordinance Considering the Annexation of a 7.45 Acre Parcel Known as the Cook Annexation and Located at Approximately 2400 South and US 40; and Approval of the Associated Annexation Agreement
 2. Public Hearing – Unbilled Services for Water, Sewer and Utility Funds
 3. Ordinance No. 2016-13 – An Ordinance Amending Section 5.08 of the Heber City Municipal Code - Beer, Wine and Liquor Establishments
 4. Approval of Lease Agreement with the State of Utah, Department of Administrative Services, Division of Facilities Construction and Management – Contract No. 06-0286, Amendment No. 5, For Recruiting Office in the Heber City Police Station
 5. Approval of the Public Works Building Architect
 6. Ordinance 2016-14 An Ordinance amending Section 2.08.010 and 2.14.040 of the Heber City Municipal Code, General Duties; Powers and Duties

7. Resolution 2016-13, A Resolution Amending Section 3 of the Heber City Airport Rules and Regulations - Officials; Authority
8. Continued Discussion on New Airport Pad Leases, Pad Bid Process and Construction Standards
9. Aviation Lawyer Recommendation
10. Hangar Row Lease Recommendation
11. Dave Hansen Final SSO Airport Lease
12. Appointment to the Airport Advisory Board
13. Consideration of Closed Meeting Pursuant to Utah Code Annotated §54-2-205

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 July 18, 2016, in the Heber City Municipal Building located at 75 North Main, Wasatch County Building, Wasatch County Community Development Building, Wasatch County Library, on the Heber City Website at www.ci.heber.ut.us, and on the Utah Public Notice Website at <http://pmn.utah.gov>. Notice provided to the Wasatch Wave on July 18, 2106.

Memo

To: Mayor and City Council
From: Mark K. Anderson
Date: 07/14/2016
Re: City Council Agenda Items for July 21, 2106

REGULAR MEETING

Item 1 – Public Hearing – Ordinance 2016-12, an Ordinance Considering the Annexation of a 7.45 Acre Parcel Known as the Cook Annexation and Located at Approximately 2400 South and US 40; and Approval of the Associated Annexation Agreement: The Planning Commission is recommending approval of the Cook Annexation which includes 7.45 acres of land located on Highway 40 at approximately 2400 South. The Council reviewed the proposed annexation agreement at the last work meeting and requested a few changes that have been incorporated into the attached Annexation Agreement.

Notice of the public hearing has been provided to petitioners, property owners within 300 feet and affected entities. (See enclosed sample notice) As part of the public hearing, the Council should solicit public comment for or against the proposed annexation. (See enclosed staff report, annexation petition and proposed annexation agreement) Staff would recommend approval subject to the terms of the Annexation Agreement.

Item 2 – Public Hearing – Unbilled Services for Water, Sewer and Utility Funds: Per Utah State Code, the City is required to hold a public hearing to put utility customers on notice that the City does not bill other City departments for water, sewer and utility services. As a result, the following notice was included in the July newsletter that is mailed with our utility bill:

Public Notice

Per Section 10.6.135 of the Utah State Code, notice is hereby given that the Heber City Council will hold a public hearing on Thursday, July 21st at 6:00 p.m. to discuss unbilled services provided by the Water, Sewer and Utility Enterprise Funds to the Heber City General Fund. The estimated value of the services the General Fund receives is as follows:

Water \$31,600, Sewer \$2,350 and Utility \$2,000. Interested citizens are invited to attend the hearing and express support or opposition to the proposed practice.

In review of the services provided, the City provides culinary water and sewer to 9 buildings. The largest costs are associated with watering parks/open spaces with culinary and secondary water. In discussing my findings last year with Van Christensen of the State Auditor's Office, we agreed that the unbilled revenue was not material compared to the total revenues collected in each of the enterprise funds. Because the amounts involved are not material, the City is not required to make an entry/budget to show a transfer of funds/resources from one fund to another, but we were still obligated by law to hold a public hearing to notify our utility customers of the practice.

Item 3 – Ordinance No. 2016-13 – An Ordinance Amending Section 5.08 of the Heber City Municipal Code - Beer, Wine and Liquor Establishments: This item was discussed at the last Work Meeting and the Council asked that it be forwarded to the regular meeting for adoption consideration. Staff has modified the draft Ordinance to require 800 feet of separation between taverns as requested by the Council. Below is information that was previously provided:

Enclosed are some proposed changes to current City alcohol regulations for Council discussion and consideration. (see enclosed staff report and draft changes prepared by Tony Kohler) Because the State Legislature has changed some of the names of the types of alcohol licenses that are offered by the Department of Alcoholic Beverage Control (DABC), the City should update our Ordinance to use consistent terminology. Additionally, staff is suggesting that the Council consider granting authority to the Planning Director to determine if new license applications meet the requirements of the Ordinance. This would allow the City to offer more timely approval and relieve the City Council of the burden of granting local consent where it is primarily an administrative decision to determine if current requirements are being met.

The proposed changes would also eliminate the restriction on the number of taverns that can locate in the City limits. We currently have one tavern, but the current Ordinance would allow 8 taverns. Based on current circumstances, it appears this restriction is unnecessary

Staff would recommend approval.

Item 4 – Approval of Lease Agreement with the State of Utah, Department of Administrative Services, Division of Facilities Construction and Management – Contract No. 06-0286, Amendment No. 5, For Recruiting Office in the Heber City Police Station: The National Guard currently leases a small office in the Public Safety building and is desirous to continue leasing the space for another 5 plus years. (See enclosed proposed lease agreement) The current lease agreement expires in April 2017, and the enclosed agreement would extend this lease an additional five years. The proposed compensation would go from the current \$175 per month to \$300 per month which is reflective of the new facility. I have spoken with Chief Booth and he has no objection to the proposed lease.

The Council reviewed this proposed agreement at the last City Council work meeting. Staff would recommend approval.

Item 5 - Approval of the Public Works Building Architect: On Tuesday, July 12th, members of the City Council and staff interviewed four architectural firms who had expressed interest in designing an expansion of the Public Works facilities. Those who participated in the interview process are as follows: Councilman Jeff Bradshaw, Councilman Jeff Smith, Bart Mumford, Stephen Tozier, Russell Funk and myself.

The selection committee is recommending that JRCA Architects be selected to do the work. (This is the same firm that designed the original building in 2005) Once approved by the Council, staff would work with JRCA to develop an agreement to design the new facility that would be brought back for Council approval.

Item 6 – Ordinance 2016-14 An Ordinance Amending Sections 2.08.010 and 2.14.040 of the Heber City Municipal Code, General Duties; Powers and Duties: Enclosed is an Ordinance that would require specific assignment of employees that would report to and be hired/fired by the City Manager. I think the Council intent is to have the Airport Manager report directly to the City Council and not the City Manager as outlined in the Resolution found under the next agenda item.

Mark Smedley has offered the following comment/question regarding the proposed amendment: *If implemented, this may require a specific list of all such employees that the City Council wants assigned to the City Manager, as compared with, or differentiated from those not assigned. One option would be to simply carve out an exception for those employees that the Council wants the Airport Manager to supervise, all other supervision of employees would remain as currently administered. The potential issue could arise when new employees are hired, who would have authority to make assignments? Who would these new employees report to? Who supervises them? Is there an unintended conflict created without further clarification or the carved out exception?*

Is it intended that the Airport Manager will have authority to request assistance of other departments, or employees of other departments?

Item 7 - Resolution 2016-13, A Resolution Amending Section 3 of the Heber City Airport Rules and Regulations – Officials; Authority: Enclosed is a Resolution that modifies the Airport Manager's duties in the Airport Rules and Regulations and requires this position to report. As noted in staff comments for the Airport Manager job description, staff would recommend that a Chapter in Title 2 be added for the Airport Manager position to define the appointment and powers and duties of this at-will position.

It would be well to discuss how direction from the Council will be given to the Airport Manager, as this position will take direction directly from the Council.

Item 8 – Continued Discussion on New Airport Pad Leases, Pad Bid Process and Construction Standards: These documents are still being worked on. More information will be provided next week.

Item 9 – Appointment to the Airport Advisory Board: Mayor McDonald is recommending that Michael Greenhawt be appointed to the Airport Advisory Board to replace Ron Phillips. Mr. Greenhawt has provided the enclosed bio for Council review.

Item 10 – Consideration of Closed Meeting Pursuant to Utah Code Annotated §54-2-205:

MINUTES

1 Heber City Corporation
2 City Council Meeting
3 June 2, 2016
4 5:09 p.m.

5
6 WORK MEETING

7
8 The Council of Heber City, Wasatch County, Utah, met in Regular Meeting on June 2, 2016, in
9 the City Council Chambers in Heber City, Utah

10
11 I. Call to Order
12 City Manager's Memo

13
14 Present: Mayor Alan McDonald
Council Member Jeffery Bradshaw
Council Member Heidi Franco
Council Member Kelleen Potter
Council Member Jeffrey Smith
Council Member Ronald Crittenden

Excused: None

Also Present: City Manager Mark Anderson
City Planner Tony Kohler
City Engineer Bart Mumford
Chief of Police Dave Booth
Deputy City Recorder Allison Lutes

15
16 Others Present: Dave Hansen, Paul Boyer, Warren Stadler, Lon Woodard, Kamen Goddard,
17 Monet Ragsdale, Zachary Johnson, Nick Lopez, Todd Cates, Tracy Taylor, Jeremy Clark,
18 Michelle Holmes, Mel McQuarrie, Gerry Hall, Dennis Jensen, and others whose names were
19 illegible.

20
21 1. Review Recommendation by the Airport Advisory Board Regarding Hangar Design
22 Standards and Pad Fees
23 Airport Pad Diagram
24 Greg Oswald E-Mail

25
26 Dave Hansen of the Airport Board, and Mark Anderson summarized the Airport Board's
27 recommendation that the City make four 50' X 50' pads available for development; the west
28 facing pads would be \$25,000, and the east facing pads would be \$20,000. Further, the Board
29 discussed the possibility of allowing larger pads at the south end of those four hangars. Council
30 Member Crittenden reviewed that the Board discussed offering the pads to those on the "interest"
31 list in order of position on the list. Crittenden felt the pads could be offered via a bidding process
32 and suggested it be discussed at the next meeting.

1 Following discussion, the Council was in favor of moving this item to the next regular meeting
2 for a vote.

3
4 Anderson added that Greg Oswald, as well as two or three others were still interested in a 75' x
5 75' pad and inquired whether the Council would be interested in making some of the larger pads
6 available. Following discussion, Mayor McDonald instructed staff to evaluate only the area by
7 the possible bulk/fuel storage and if available, bring the proposal regarding the 75' x 75' hangar
8 pads back to the Council for discussion.

9
10 2. Doctor Warren Stadler, Hanger Row Owners' Group – Discussion Regarding Hangar
11 Row Lease Options
12 E-Mail Documentation
13 Hangar Row Presentation
14 June 2, 2016 Email From Steve Gleason, Provo Airport

15
16 Dr. Stadler presented his PowerPoint for the Council and provided highlights concerning the
17 Hangar Row owners' proposal. Stadler spoke on behalf of the group, stating that they wanted the
18 City to implement the February 9, 2007 recommendations from the City's consultant, Airport
19 Business Solutions, increase the ground lease fee to an additional 20% premium, convert the
20 leases to one-year leases; and hangar owners would retain all ownership responsibilities, e.g.
21 insurance, maintenance and liability.

22
23 Following discussion, Mayor McDonald indicated this item would be put back on a future work
24 meeting agenda for further discussion.

25
26 3. Kamen and Brandee Goddard - Request to Vacate the Public Trail at 976 East Center
27 Street
28 Staff Report
29 E-Mail Documentation
30 Canal Trail Diagram

31
32 Tony Kohler reviewed that the Goddard property was situated in the 800-900 block of Center
33 Street. The canal ran on the west side of the property, and a public trail stopped at the Goddard's
34 property line, resulting in trespassing issues, with public walking through their driveway to
35 access another trail section. Kohler explained that the trail was not finished; the first part was
36 built in the first phase of Mill Road Estates. Further, on a projected map, Kohler showed all of
37 the easements (canal, trail and driveway) burdening the property. Goddard wanted to know what
38 avenues were available to pursue connectivity of the trail, other than simply waiting for the
39 developers. Anderson stated the City had two options: either wait for the developer and require
40 it as a condition of development; or the City could negotiate to acquire the easement and
41 negotiate a purchase.

42
43 It was determined that there was a section of the trail leading to Center Street that was the City's
44 responsibility to complete, as Ivory Homes had completed the other section. Bart Mumford
45 indicated there was no current schedule for completing the section; he estimated the cost would
46 be approximately \$20,000, however it would still not complete the trail. The issue was how to

1 provide a way for the public to cross the canal. The Council agreed that the City needed to erect
2 signs to indicate the trail ended. Following discussion, Mayor McDonald suggested Goddard
3 meet with Kohler and Mumford to work on some long-term suggestions to bring back to the
4 Council, and to determine the cost to the City to complete the one section. Council also
5 discussed approaching the North's who own the property to the West of the Goddard's to see
6 whether there would be any interest in deeding an easement over their property to accommodate
7 the public trail.

8
9 **6. Wasatch Vista Subdivision, Self-Help Homes, Phase 1, Plat Approval Located at**
10 **Approximately 800 South 700 East**
11 **Staff Report**

12
13 Kohler reviewed that Self Help Homes submitted a revised plan to include the park as open
14 space. For the most part, the street network remained the same, however two streets changed,
15 located near the high school. The Planning Commission recommended final approval of this
16 revised plan. Kohler added this plan represented Phase I; there were three phases anticipated in
17 the overall development. If they were able to acquire the Christensen property, it would be
18 Phase 4. Following discussion, the Council was in favor of moving this agenda item to the next
19 regular meeting.

20
21 **4. Discussion Regarding Red Ledges Plat Amendment Phase 2G**

22
23 Kohler reviewed that Red Ledges plat amendment which revised the building pads and
24 consolidated them from seven to five lots. The lots were located near the golf center.

25
26 **5. Discussion Regarding Red Ledges Plat Amendment Phase 1K**
27 **Staff Report**

28
29 Kohler indicated this amendment was seeking to combine three lots into one. The Council was
30 in favor of moving this and agenda item number 4 to the next regular meeting.

31
32 **7. Other Items as Needed**

33
34 Mayor McDonald announced that the budget meeting would resume after the regular meeting.
35 With no further business, the meeting was adjourned.

36
37
38
39

Allison Lutes, Deputy City Recorder

TAB 1

Heber City Council
Meeting date: June 16, 2016
Report by: Anthony L. Kohler

Re: Cook Annexation at 2399 South Highway 40

The petitioner is requesting an annexation at the intersection of Highway 40 and 2400 South. The petitioner needs water service to provide fire protection for the semi-truck facility headquarters that has been located on the property. Future plans include a retail and service center for semi-trucks on the north of the property. The property is designated as Highway Commercial on the General Plan and will be zoned C-2 Commercial.

The petitioner appeared before the Planning Commission earlier this year and the request was continued in regards to transportation issues and conditions of annexation. Since then, the Rural Planning Organization (RPO) has met 3 times and is nearing a recommendation to local jurisdictions in the valley for access management along South Highway 40. That recommendation is shown in Exhibit E of the attached annexation agreement draft. The RPO is recommending a rural cross section for Highway 40 south of Airport Road, without sidewalk and with larger setbacks, but the city may still want to consider sidewalk and curb. The Planning Commission should discuss the larger setback request in relation to Form Based Codes, as the Form Based Codes now require buildings to be built at or near the right of way line, and this is inconsistent with discussions regarding the recently approved Specialty Grocer and dental office at Highway 189 and Daniel Road and the Planning Commission's expressed opinions on development patterns (i.e. larger setbacks) as one travels away from the center of town.

RECOMMENDATION

The Planning Commission is considering the annexation on June 9, 2016. The proposed annexation is consistent with the General Plan and Annexation Policy Plan; staff is recommending inclusion of an annexation agreement as shown attached.

PETITION FOR ANNEXATION

We the undersigned owners of certain real property lying contiguous to the present municipal limits of Heber City hereby submit this Petition for Annexation and respectfully represent the following:

1. This petition is made pursuant to the requirements of Section 10-2-403, Utah Code Annotated:

2. The property subject to this petition is an unincorporated area contiguous to the boundaries of Heber City and the annexation thereof will not leave or create an unincorporated island or peninsula;

3. The signatures affixed hereto are those of the owners of private real property that:

- a. is located within the area proposed for annexation;
- b. covers a majority of the private land area within the area proposed for annexation;
- c. is equal in value to at least 1/3 of the value of all private real property within the area proposed for annexation; and
- d. lies contiguous to the present boundary of Heber City's corporate limits and is described in the attached Exhibit A and located AT NORTHEAST CORNER OF 2400 SOUTH AND US HWY 40.

(briefly describe street address and/or location)

4. Title to the property by those signing this petition is as shown in the deeds or title report attached hereto as Exhibit B. (Copies of the deeds or title report must accompany this petition.)

5. The manner in which it was established that at least 1/3 of the value of all the private property sought to be annexed is owned by the signers of this petition is shown in the attached Exhibit C. ALL PRIVATE LAND IS SIGNED BY PETITIONERS

6. The 7.45 total acres and \$ 359,256 total assessed value of all the lands sought to be annexed are assessed value; and the ownership interests and assessed values of the lands owned by the signers of this petition are as follows:

<u>RECORD OWNER</u>	<u>NO. OF ACRES</u>	<u>ASSESSED VALUE</u>	<u>WASATCH COUNTY TAX NUMBER</u>
<u>OLD MILL INVESTMENTS</u>	<u>0.71</u>	<u>*141,425</u>	<u>00-0020-1311</u>
<u>OLD MILL VENTURES</u>	<u>2.40</u>	<u>*154,081</u>	<u>00-0014-2484</u>
<u>KAYBRAY, LC</u>	<u>2.00</u>	<u>*63750</u>	<u>00-0021-0839</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

7. The petitioners have caused an accurate plat or map of the above-described property to be prepared by a licensed surveyor, which plat or map is filed herewith;

8. This petition does not propose annexation of all or a part of an area proposed for annexation in a previously filed petition that has not been denied, rejected, or granted;

9. This petition does not propose annexation of all or a part of an area proposed to be incorporated in a request for a feasibility study under Section 10-2-103 U.C.A. or a petition under Section 10-2-125, U.C.A. if:

- a. the request or petition was filed before the filing of the annexation petition, and
- b. the request, a petition under Section 10-2-109 based on that request, or a petition under Section 10-2-125 is still pending on the date the annexation petition is filed;

10. The petitioners request the property, if annexed, to be zoned C-2 COMMERCIAL

11. The names and mailing addresses of all the owners of the parcels of land located within 300 feet of the area proposed to be annexed are as follows and shown as Exhibit D (use additional paper, if necessary):

12. Per the Heber City Annexation Policy Plan, a Concept Plan is attached as Exhibit E. This Concept Plan is a very preliminary plan -- the petitioner is not strictly bound by it. However, it is the hope of the Heber City Council that the Concept Plan submitted is the primary intention of the developer at the time annexation is being requested.

WHEREFORE, the Petitioners hereby request that this Petition be considered by the Heber City Council at its next regular meeting, or as soon thereafter as possible; that a resolution or motion be adopted or passed as required by law accepting this Petition for Annexation for further consideration; and that the governing body take such steps as required by law to complete the annexation herein petitioned.

DATED this 25 day of JUNE, 2015

PETITIONER(S)

ADDRESS AND PHONE NUMBER

Old Mill Investments, LLC
Paul Cook
Contact Sponsor/Petitioner (Print and Sign Name)

100 So Mill Road
Heber City, UT 84032

Old Mill Ventures, LLC
Donna Cook
Sponsor/Petitioner (Print and Sign Name)

445 So. Mill Rd
Heber City UT
84032

Roy Gray LLC
[Signature]
Sponsor/Petitioner (Print and Sign Name)

2217 North Redwood Rd
S.L.C. UT 84116

Sponsor/Petitioner (Print and Sign Name)

Sponsor/Petitioner (Print and Sign Name)

Petitioner (Print and Sign Name)

Petitioner (Print and Sign Name)

Petitioner (Print and Sign Name)

EXHIBIT 'B'

Ent 410122 Bk 1125 Pg 588 - 589
ELIZABETH M PALMIER, Recorder
WASATCH COUNTY CORPORATION
2015 Mar 19 11:35AM Fee: \$12.00 JP
For: First American - Heber City
ELECTRONICALLY RECORDED

Recording Requested by:
First American Title Company, LLC
150 North Main Street, Suite 103A
Heber, UT 84062
(435)654-1414

AFTER RECORDING RETURN TO:
Old Mill Investments, LLC
445 South Mill Road
Heber, UT 84032

SPACE ABOVE THIS LINE (3 1/4" X 5") FOR RECORDER'S USE

WARRANTY DEED

Escrow No. **380-5670646 (nh)**
A.P.N.: **00-0020-1311**

Jeffs Family Investments, LLC, a Utah limited liability company, Grantor, of Heber City, Wasatch County, State of UT, hereby CONVEY AND WARRANT to

Old Mill Investments, LLC, a Utah limited liability company, Grantee, of Heber, Wasatch County, State of UT, for the sum of Ten Dollars and other good and valuable considerations the following described tract(s) of land in Wasatch County, State of Utah:

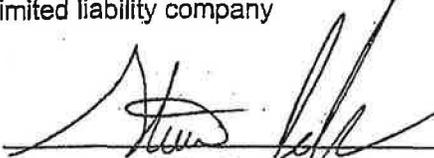
BEGINNING NORTH 49.50 FEET AND WEST 569.36 FEET FROM THE PRIOR LOCATION (PER WASATCH COUNTY SURVEY NO. 1223) OF THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN (SAID POINT OF BEGINNING BEING NORTH 89°59'34" WEST 567.07 FEET FROM THE CURRENT WASATCH COUNTY BRASS CAP SURVEY MONUMENT), THENCE WEST 222.07 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 40; THENCE NORTH 37°50' WEST 141.25 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE NORTH 84°52'54" EAST 267.49 FEET MORE OR LESS TO AN EXISTING FENCE LINE WITH GILES; THENCE ALONG SAID FENCE SOUTH 17°20'29" EAST 141.87 FEET TO THE POINT OF BEGINNING.

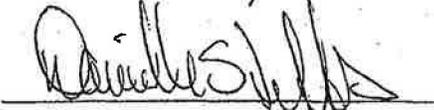
Subject to easements, restrictions and rights of way appearing of record or enforceable in law and equity and general property taxes for the year **2015** and thereafter.

Witness, the hand(s) of said Grantor(s), this

March 18, 2015

Jeffs Family Investments, LLC, a Utah limited liability company


By: Steven Jeffs, Managing Member

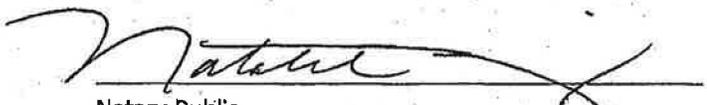

By: Danielle S. Jeffs, Managing Member

STATE OF UTAH)
County of WASATCH)ss.

On March 18, 2015, before me, the undersigned Notary Public, personally appeared **Steven Jeffs and Danielle S. Jeffs, Managing Members of Jeffs Family Investments, LLC**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: 6/4/18


Notary Public



Ent 410332 Bk 1125 Pg 1584 - 1586
ELIZABETH M PALMIER, Recorder
WASATCH COUNTY CORPORATION
2015 Mar 26 11:58AM Fee: \$15.00 JP
For: First American - Heber City
ELECTRONICALLY RECORDED

Recording Requested by:
First American Title Company, LLC
150 North Main Street, Suite 103A
Heber, UT 84062
(435)654-1414

AFTER RECORDING RETURN TO:

Old Mill Ventures, LLC
445 South Mill Road
Heber City, UT 84032

SPACE ABOVE THIS LINE (3 1/2" X 5") FOR RECORDER'S USE

WARRANTY DEED

Escrow No. **380-5690912 (nh)**
A.P.N.: **00-0014-2484**

Phil K. Sweat and Verna L. Sweat, Trustees and to their successors in trust of the Sweat Family Trust U/A/D March 26, 1996, Grantor, of Heber City, Wasatch County, State of UT, hereby CONVEY AND WARRANT to

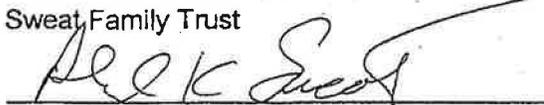
Old Mill Ventures, LLC, a Utah limited liability company, Grantee, of Heber City, Wasatch County, State of UT, for the sum of Ten Dollars and other good and valuable considerations the following described tract(s) of land in Wasatch County, State of Utah:

SEE ATTACHED EXHIBIT "A"

Subject to easements, restrictions and rights of way appearing of record or enforceable in law and equity and general property taxes for the year **2015** and thereafter.

Witness, the hand(s) of said Grantor(s), this 23, March, 2015.

Sweat Family Trust



Phil K. Sweat, Trustee



Verna L. Sweat, Trustee

STATE OF Utah)
County of Washington)ss.

On March 23, 2015, before me, the undersigned Notary Public, personally appeared **Phil K. Sweat and Verna L. Sweat, Trustees Sweat Family Trust U/A/D March 26, 1996**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: 9-2-2017

A. Schreiber
Notary Public

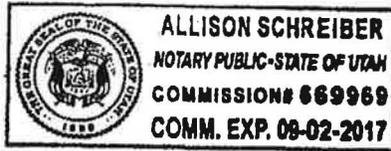


EXHIBIT "A "

Escrow No. **380-5690912 (nh)**
A.P.N.: **00-0014-2484**

PARCEL 1:

BEGINNING AT A POINT ON THE EASTER RIGHT-OF-WAY LINE OF U.S. HWY 40 THAT IS NORTH 49.50 FEET AND WEST 791.43 FEET AND NORTH 37°50' WEST 141.25 FEET FROM THE PRIOR LOCATION (PER WASATCH COUNTY SURVEY NO. 1223) OF THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN (SAID POINT OF BEGINNING ALSO BEING NORTH 79°33'16.7" WEST 888.337 FEET FROM THE CURRENT WASATCH COUNTY BRASS CAP SURVEY MONUMENT), THENCE ALONG SAID HIGHWAY RIGHT-OF-WAY NORTH 37°50' WEST 330.28 FEET; THENCE NORTH 52°10'00" EAST 90.00 FEET; THENCE NORTH 89°10'40" EAST 305.35 FEET MORE OR LESS TO AN EXISTING FENCE LINE WITH GILES, THENCE SOUTH ALONG SAID FENCE SOUTH 17°20'29" EAST 310.70 FEET; THENCE ALONG THE NORTHERN BOUNDARY OF THE JEFFS FAMILY INVESTMENTS PROPERTY SOUTH 84°52'54" WEST 267.49 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A RIGHT OF WAY FOR INGRESS AND EGRESS AS RESERVED IN THAT CERTAIN WARRANTY DEED FROM PHIL K. SWEAT AND VERNA L. SWEAT TO STEVEN JEFFS AND DANIELLE JEFFS RECORDED MAY 15, 2002, AS ENTRY NO. 244856 IN BOOK 559 AT PAGE 488 OF OFFICIAL RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 30 FOOT WIDE RIGHT OF WAY FOR INGRESS AND EGRESS ALONG THE EAST PROPERTY LINE OF THAT CERTAIN PARCEL LESS AND EXCEPTED HEREINABOVE FROM PARCEL 1 AND COMING FROM THE CENTER CREEK ROAD (2400 SOUTH).

Ent 410125 Bk 1125 Pg 615 - 617
ELIZABETH M PALMIER, Recorder
WASATCH COUNTY CORPORATION
2015 Mar 19 11:35AM Fee: \$15.00 JP
For: First American - Heber City
ELECTRONICALLY RECORDED

Recording Requested by:
First American Title Company, LLC
150 North Main Street, Suite 103A
Heber, UT 84062
(435)654-1414

AFTER RECORDING RETURN TO:
KayBray, LLC, a Utah
2375 South Highway 40
Heber City, UT 84032

SPACE ABOVE THIS LINE (3 1/2" X 5") FOR RECORDER'S USE

WARRANTY DEED

Escrow No. **380-5672969 (nh)**
A.P.N.: **00-0014-2484**

Sweat Family Trust U/A/D March 26, 1996, Grantor, of , County, State of , hereby CONVEY AND WARRANT to

KayBray, LLC, a Utah, Grantee, of **Heber City, Wasatch** County, State of **UT**, for the sum of Ten Dollars and other good and valuable considerations the following described tract(s) of land in **Wasatch** County, State of **Utah**:

SEE ATTACHED EXHIBIT "A"

RESERVING UNTO GRANTOR ANY AND ALL WATER RIGHTS.

Subject to easements, restrictions and rights of way appearing of record or enforceable in law and equity and general property taxes for the year **2015** and thereafter.

Witness, the hand(s) of said Grantor(s), this March 18, 2015

Sweat Family Trust U/A/D March 26, 1996

Phil K. Sweat
Phil K. Sweat, Trustee

Verna L. Sweat
Verna L. Sweat, Trustee

A.P.N.: 00-0014-2484

Warranty Deed - continued

File No.: 380-5672969 (nh)

STATE OF Utah)
County of Washington)ss.

On March 19, 2015, before me, the undersigned Notary Public, personally appeared **Phil K. Sweat and Verna L. Sweat, Trustees of the Sweat Family Trust U/A/D March 26, 1996**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



My Commission Expires: 06/03/2017

Notary Public



EXHIBIT "A "

Escrow No. **380-5672969** (nh)
A.P.N.: **00-0014-2484**

PARCEL 1:

BEGINNING AT A POINT ON THE EASTERN RIGHT-OF-WAY LINE OF U.S. HWY 40 THAT IS NORTH 49.50 FEET AND WEST 791.43 FEET AND NORTH 37°50' WEST 471.53 FEET FROM THE PRIOR LOCATION (PER WASATCH COUNTY SURVEY NO. 1223) OF THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN (SAID POINT OF BEGINNING ALSO BEING NORTH 68°35'35" WEST 1155.946 FEET FROM THE CURRENT WASATCH COUNTY BRASS CAP SURVEY MONUMENT), THENCE ALONG SAID HIGHWAY RIGHT-OF-WAY NORTH 37°50' WEST 301.45 FEET; THENCE EAST 505.56 FEET MORE OR LESS TO AN EXISTING FENCE LINE WITH GILES; THENCE ALONG SAID FENCE SOUTH 17°20'29" EAST 187.00 FEET; THENCE SOUTH 89°10'40" WEST 305.35 FEET; THENCE SOUTH 52°10'00" WEST 90.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A RIGHT OF WAY FOR INGRESS AND EGRESS AS RESERVED IN THAT CERTAIN WARRANTY DEED FROM PHIL K. SWEAT AND VERNA L. SWEAT TO STEVEN JEFFS AND DANIELLE JEFFS RECORDED MAY 15, 2002, AS ENTRY NO. 244856 IN BOOK 559 AT PAGE 488 OF OFFICIAL RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 30 FOOT WIDE RIGHT OF WAY FOR INGRESS AND EGRESS ALONG THE EAST PROPERTY LINE OF THAT CERTAIN PARCEL LESS AND EXCEPTED HEREINABOVE FROM PARCEL 1 AND COMING FROM THE CENTER CREEK ROAD (2400 SOUTH).

EXHIBIT 'C'

EXHIBIT 'D'

EXHIBIT D

✓
OHE-1687-0-008-045 / 00-0020-1131
SHELTON SYNDI P
2111 E COTTONWOOD COVE LN
SALT LAKE CITY UT 84121-0000

② ✓
OHE-1687-1-008-045 / 00-0020-2536
SHELTON VAUN A TR
SHELTON VELDA TR
685 S 600 W
HEBER CITY UT 84032-0000

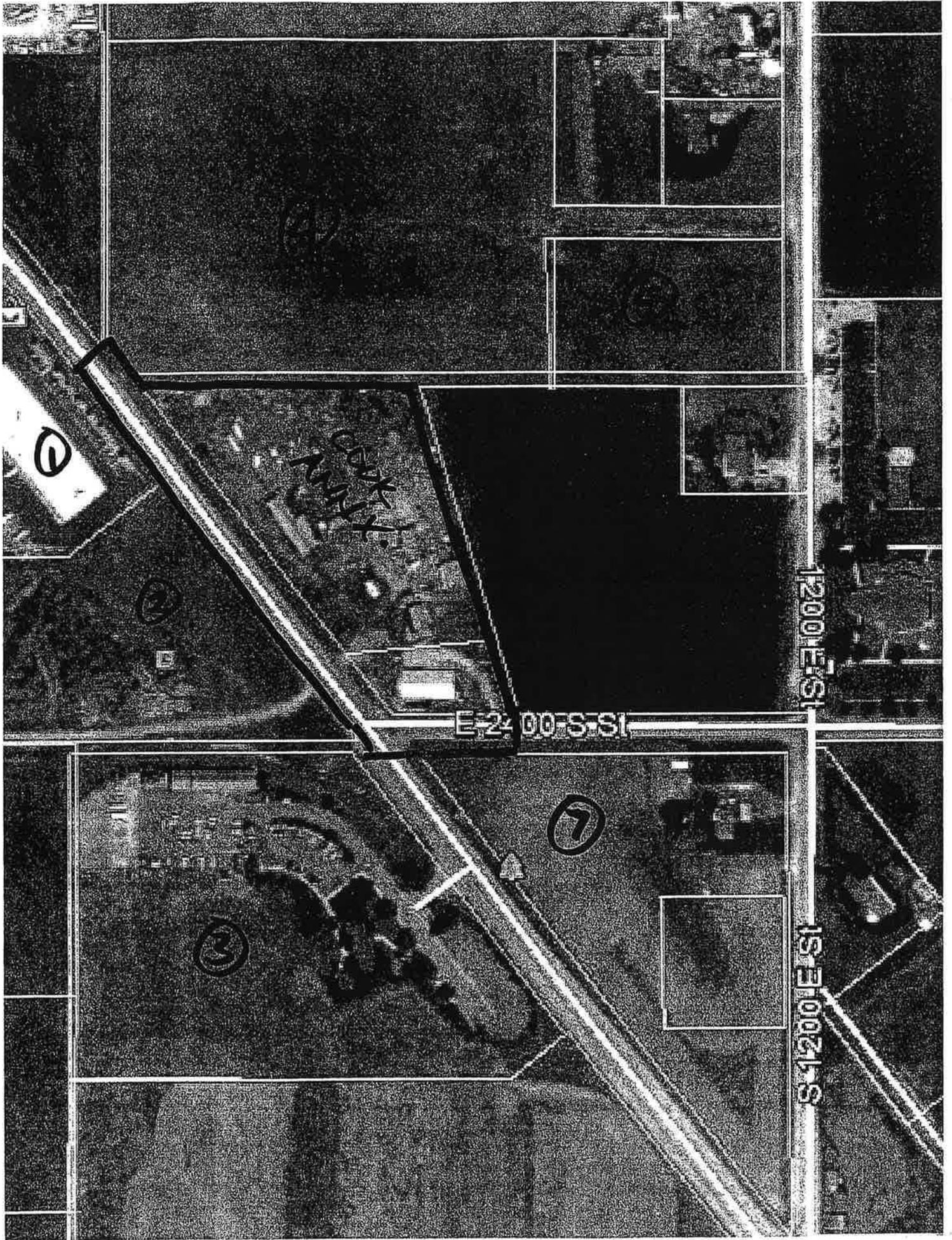
③ ✓
OHE-1690-1-017-045 / 00-0020-1135
UNITED STATES OF AMERICA
USA BUREAU OF RECLAMATION
SALT LAKE CITY UT 84111-0000

✓
OWC-1616-0-008-045 / 00-0009-1608
VIZION FAMILY LIMITED PARTNERSHIP
% VISION FLP
PO BOX 1681
DRAPER UT 84020-0000

⑤ ✓
OWC-1616-2-008-045 / 00-0013-1578
CUMMINGS JAY B TR
2140 S MILL RD
HEBER CITY UT 84032-0000

⑥ ✓
OWC-1633-0-008-045 / 00-0009-1780
GILES LEWIS C
GILES LEISA M (JT)
951 S 2400 E
HEBER CITY UT 84032-0000

⑦ ✓
OWC-1909-2-017-045 / 00-0014-5628
KEYSER CRAIG R
KEYSER CRAIG R & NANCY (JT)
2450 S MILL RD
HEBER CITY UT 84032-0000



6

2

3

7

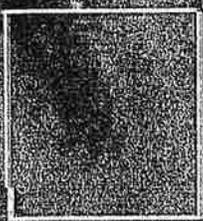
4

COX TRAIL

E-24 00-S-SI

19-E-1002-SI

S-1200-E-SI



ANNEXATION AGREEMENT
AND
COVENANT RUNNING WITH THE LAND
~~(GOOK-OLD MILL ANNEXATION)~~

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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 7.45 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 as shown in Exhibit D.
- b) As properties develop or redevelop along Highway 40, the street frontage shall be brought to current city standard for landscaping as required by the C-2 & C-4 Design Criteria, including the planting of trees.
- c) Development of the Old Mill Investments/Ventures property for the trucking use shall include the following:
 - (1) An 8 foot solid or vinyl fence shall be installed along the east property line of the property where it abuts residentially zoned property, when or if said adjoining property develops in a residential manner;
 - (2) Trucks should not be left idling for more than 30 minutes-;
 - (3) Storage of materials and any inoperable vehicles shall be stored within an area enclosed by a sight obscuring fence;
 - (4) Frontage of 2400 South, Highway 40 shall include a 10--foot wide landscape buffer with irrigation, planted with ground cover and deciduous and evergreen trees at least 2--inch caliper, spaced at 25--foot maximum spacing

- along the eastern property line and 50-foot maximum spacing along the highway;
- d) Petitioner will remove obsolete signs from the property.

2. **WATER RIGHTS**

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 or dedications, and offsite utility construction for connection and servicing of development of their property with utilities, including, sewer, water, secondary irrigation, electricity, ~~and gas, and cable television.~~
- b) At Petitioner's expense, existing utilities shall be relocated into future right-of-ways as needed at the time of development, if needed to avoid conflict with proposed development.
- c) Existing wells and septic tanks are deemed suitable for existing uses. As properties develop or redevelop, connection to the City's sewer and water systems ~~will~~ may be required. The health department may require connection to sewer and water systems if septic tanks or wells fail, or as those services are expanded.
- d) At the time of development, above-ground utilities that service the property along the street frontage shall be placed underground, unless the city determines that burial is unfeasible.

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3. **REIMBURSEMENT**

Connection to the 16-inch Mill Road Water Line may require reimbursement to the developer that installed the water line.

4. **EXISTING STREET FRONTAGE**

- a) As properties develop or redevelop, Petitioner shall improve their respective property's existing street frontage along 2400 South and Highway 40 to current standard.
- b) Upon request of the City, or upon development or

redevelopment of the petitioner's property, whichever comes first, the respective petitioner shall dedicate right of way for the realignment of the 2400 South and Highway 40 intersection as shown in Exhibit E.

- c) Upon request of the City, or upon development or redevelopment of the petitioner's property, whichever comes first, the respective petitioner shall dedicate to City a 20-foot wide utility easement for the purpose of laying water, sewer, and other City utilities along their Highway 40 frontage.

5. CULINARY WATER

- a) The Heber City Capital Facility Plan identifies future culinary water line locations needed to service properties within the annexation as shown in Exhibit F.
- b) At the time of development or redevelopment of their property, and if deemed necessary by the city council, the applicable Petitioner shall construct along their street frontage, the 8-inch culinary water line along Highway 40, identified as W-041 on Exhibit F.

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6. SEWER

- a) The Heber City Capital Facility Plan identifies future sewer line locations needed to service properties within the annexation as shown in Exhibit G.
- b) At the time of development or redevelopment of their property, and if deemed necessary by the city council, the applicable Petitioner shall construct within their respective properties, the 10-inch sewer line running north to south, identified as S-028 on Exhibit G. Heber City will participate in said construction with Impact Fees to pay for the cost of upsizing the sewer line from 8-inches to 10-inches.
- c) At the time of development or redevelopment of their property, and if deemed necessary by the city council, the applicable Petitioner shall construct along their street frontage, the 10-inch sewer line along Highway 40, identified as S-023 on Exhibit G. Heber City will participate in said construction with Impact Fees to pay for the cost of upsizing the sewer line from 8-inches to 10-inches.

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7. STREETS

a) The Heber City Capital Facility Plan identifies future street locations needed to service properties within the annexation as shown in Exhibit H. Required street construction and dedication includes all surface and subsurface improvements, storm drain facilities, as well as all underground utilities.

b) Pursuant to paragraph a. above, at the time of development or redevelopment of their property, the applicable Petitioner shall construct and improve their respective property's Highway 40 street frontage to the current city standard.

c) Upon request of the city, the applicable Petitioner shall dedicate within their respective property, the 66-foot right--of--way Minor Collector, at the approximate alignment of 900 East, identified as T-051 on Exhibit H. The precise location of this right-of-way across the Petitioner's property will be as determined by the Petitioner, with approval by the city council.

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d) At the time of development or redevelopment of their property, the applicable Petitioner shall construct and dedicate within their respective property, the 66--foot right of way Minor Collector, at the approximate alignment of 900 East, identified as T-051 on Exhibit H. The precise location of this right-of-way across the Petitioner's property will be as determined by the Petitioner, with approval by the city council. Heber City will participate in said construction, to a limited degree, with Impact Fees to pay for the cost of upsizing the asphalt width from 36-feet to 44-feet.

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8. This Agreement contains the entire agreement between the parties, and no statement, promise or inducement made by either party hereto, or agent of either party hereto which is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified or altered except in writing approved by the parties.
9. This Agreement shall be a covenant running with the land, and shall be binding upon the parties and their assigns and successors in interest. This Agreement shall be recorded with the Wasatch County Recorder.
10. In the event there is a failure to perform under this Agreement and it becomes reasonably necessary for either party to employ the services of an attorney in connection therewith (whether such attorney be in-house or outside counsel), either with or without litigation, on appeal or otherwise, the

prevailing party in the controversy shall be entitled to recover its reasonable attorney's fees incurred by such party and, in addition, such reasonable costs and expenses as are incurred in enforcing this Agreement.

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

DATED this _____ day of _____, 2016.

HEBER CITY:

By: _____
Alan McDonald, Mayor

ATTEST:

Heber City Recorder

OWNER, _____
Old Mill Investments, LLC

By: _____

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, _____
| Old Mill Ventures, ~~LLC~~

By: _____

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, _____
Kaybray, LC

By: _____

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

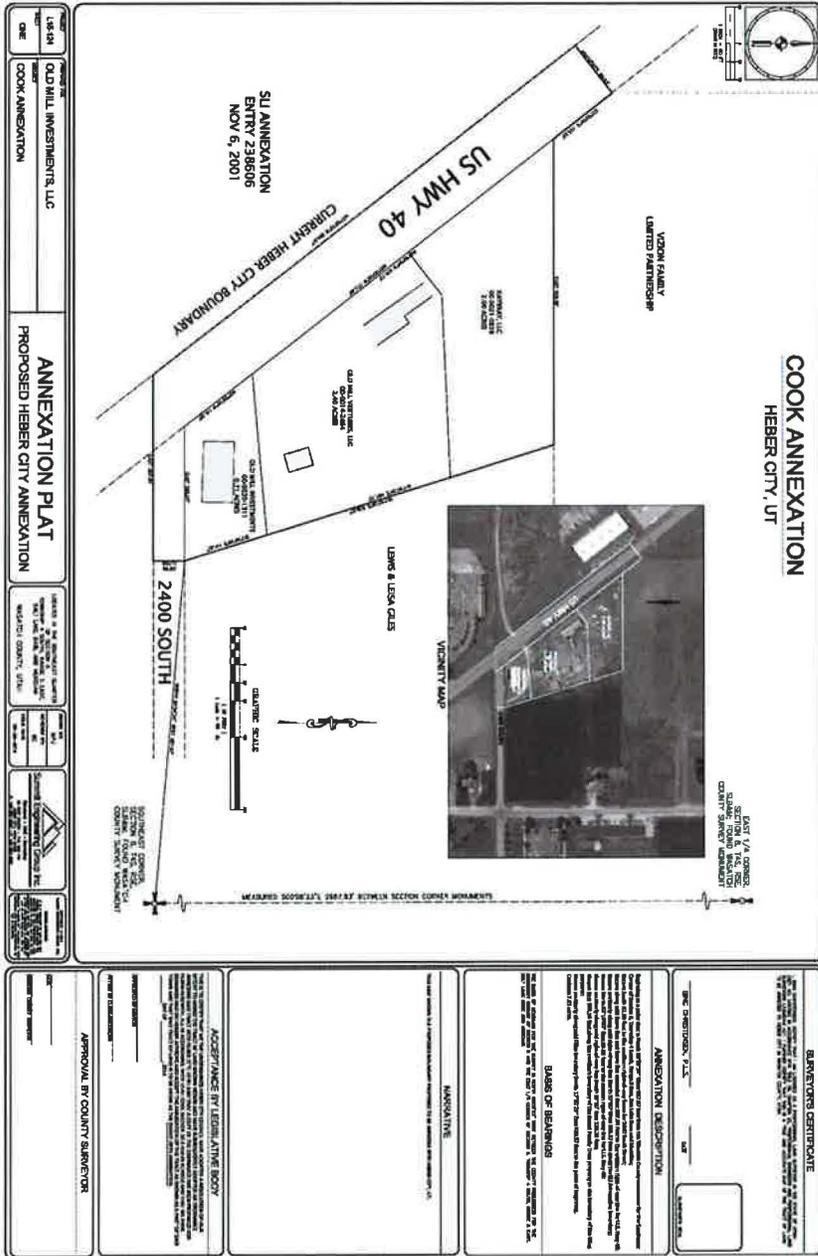


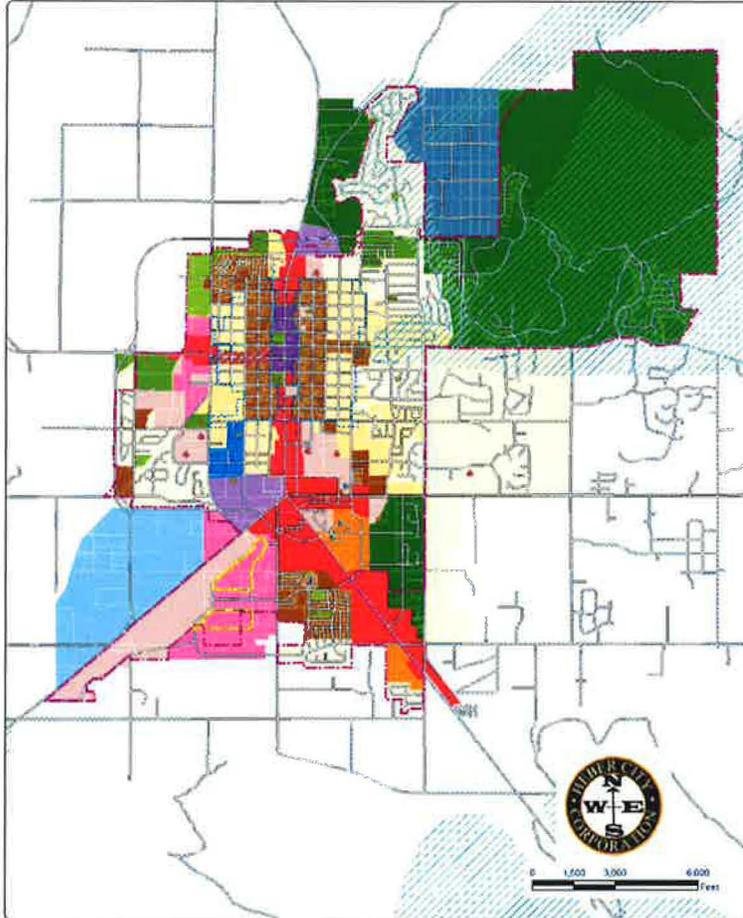
EXHIBIT B: LEGAL DESCRIPTION

BEGINNING AT A POINT THAT IS NORTH 84°57'55" WEST 567.07 FEET FROM THE WASATCH COUNTY MONUMENT FOR THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE WEST 223.39 FEET TO THE APPARENT EASTERLY LINE FOR U.S. HWY 40;
THENCE SOUTH 52°10'00" WEST 100.87 FEET ACROSS SAID HWY. 40 TO THE APPARENT WESTERLY LINE SAID U.S. HWY 40;
THENCE NORTHWESTERLY ALONG SAID APPARENT RIGHT-OF-WAY LINE NORTH 37°50' WEST 894.10 FEET ALONG THE SLI ANNEXATION BOUNDARY;
THENCE NORTH 52°10'00" EAST 100.87 FEET ACROSS SAID HWY. 40 TO THE SAID APPARENT EASTERLY RIGHT-OF-WAY LINE FOR U.S. HWY. 40;
THENCE SOUTHEASTERLY ALONG SAID APPARENT EASTERLY RIGHT-OF-WAY LINE SOUTH 37°50' EAST 121.11 FEET;
THENCE EAST 506.88 FEET ALONG THE NORTHERN BOUNDARY OF THE KAYBRAY, LLC PROPERTY TO THE NORTHWEST CORNER OF THE GILES PROPERTY;
THENCE SOUTHEASTERLY ALONG SAID GILES BOUNDARY SOUTH 17°20'29" EAST 639.57 FEET TO THE POINT OF BEGINNING.
CONTAINS 7.19 ACRES.

EXHIBIT C: PROPERTY SERIAL NUMBERS

OWC-1633-4-008-045
OWC-1633-1-008-045
OWC-1633-6-008-045

EXHIBIT D: GENERAL PLAN LANDUSE MAP



Heber City, Utah
June 16, 2015

Attest: Heber City Recorder

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

General Plan Land Use Map

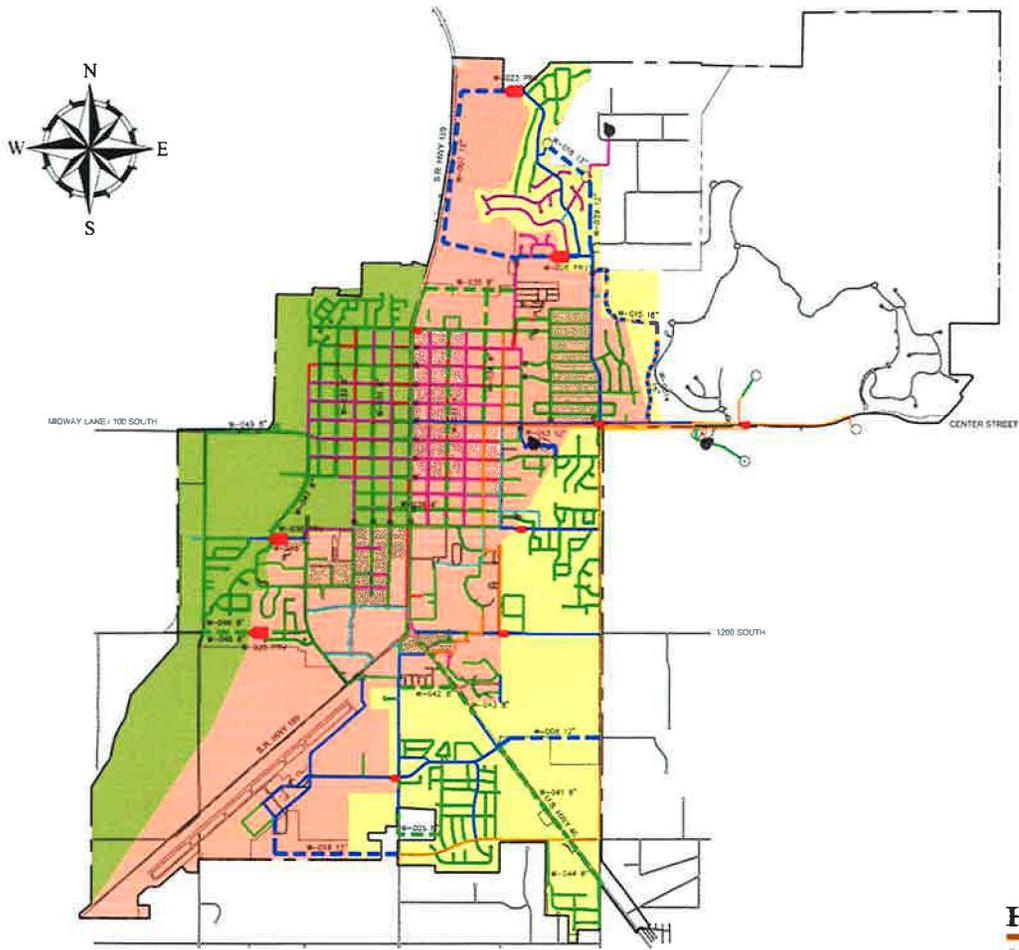


FIGURE 4-1
HEBER CITY
FUTURE CULINARY
WATER SYSTEM

LEGEND

- ULTIMATED BUILDOUT BOUNDARY
- - - HEBER CITY BOUNDARY
- EXISTING ROADS
- ACTIVE PRV
- INACTIVE PRV
- ⊙ WELL PUMP
- ⊕ ACTIVE BOOSTER PUMP
- ⊖ INACTIVE BOOSTER PUMP
- SPRING
- TANK
- CLOSED VALVES

EXISTING WATER LINES

PIPE SIZE (inches)	PIPE COLOR
4	Red
6	Orange
8	Yellow
10	Green
12	Blue
16	Purple
18	Light Blue
20	Dark Blue

FUTURE WATER LINES

PIPE SIZE	PIPE COLOR
8	Green
12	Blue

FUTURE PRV: Red square

ZONE LEGEND

- Yellow: EAST ZONE (LINDSAY HGL 5950)
- Orange: CENTRAL ZONE (VLY HILLS & MCNAUGHTON HGL 5890)
- Green: WEST ZONE (BROADHEAD HGL 5735)

EXHIBIT F : CULINARY WATER



13

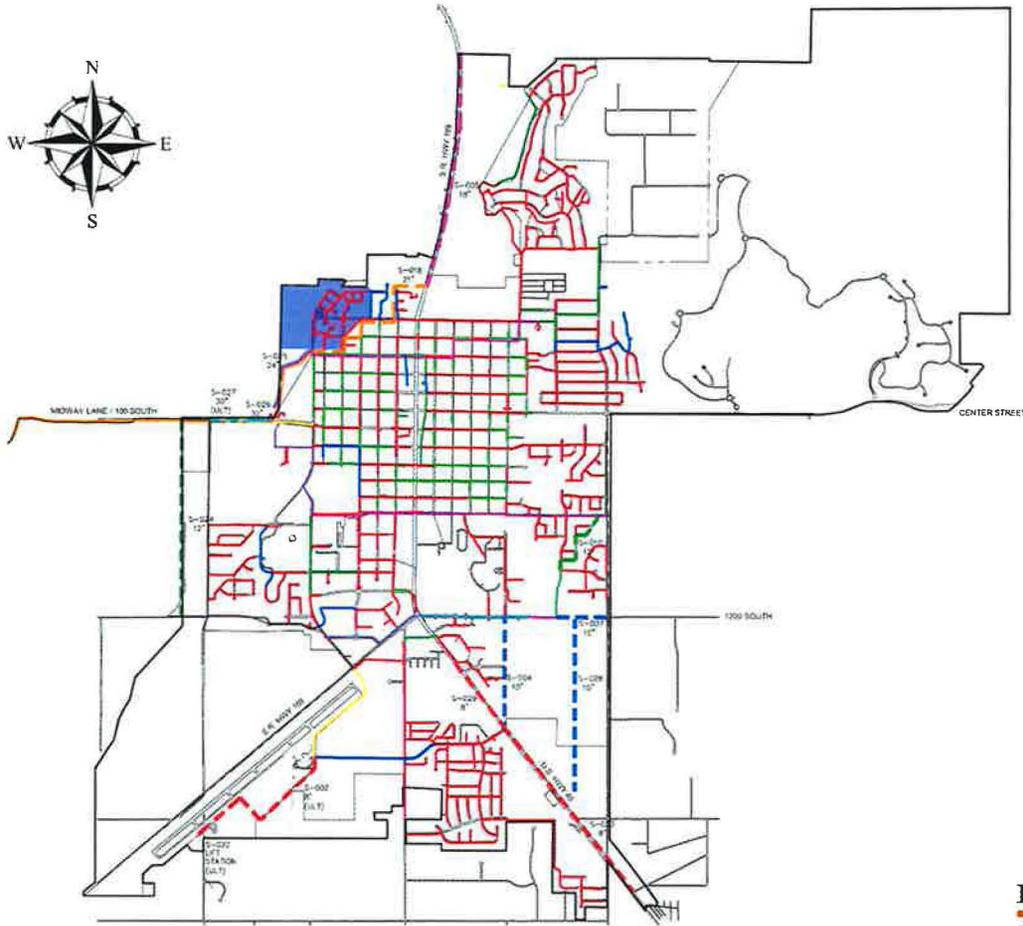


FIGURE 5-1
HEBER CITY
FUTURE
SEWER SYSTEM

LEGEND

ULTIMATE BUILDOUT BOUNDARY
 HEBER CITY BOUNDARY
 EXISTING ROADS

EXISTING SEWER LINES

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

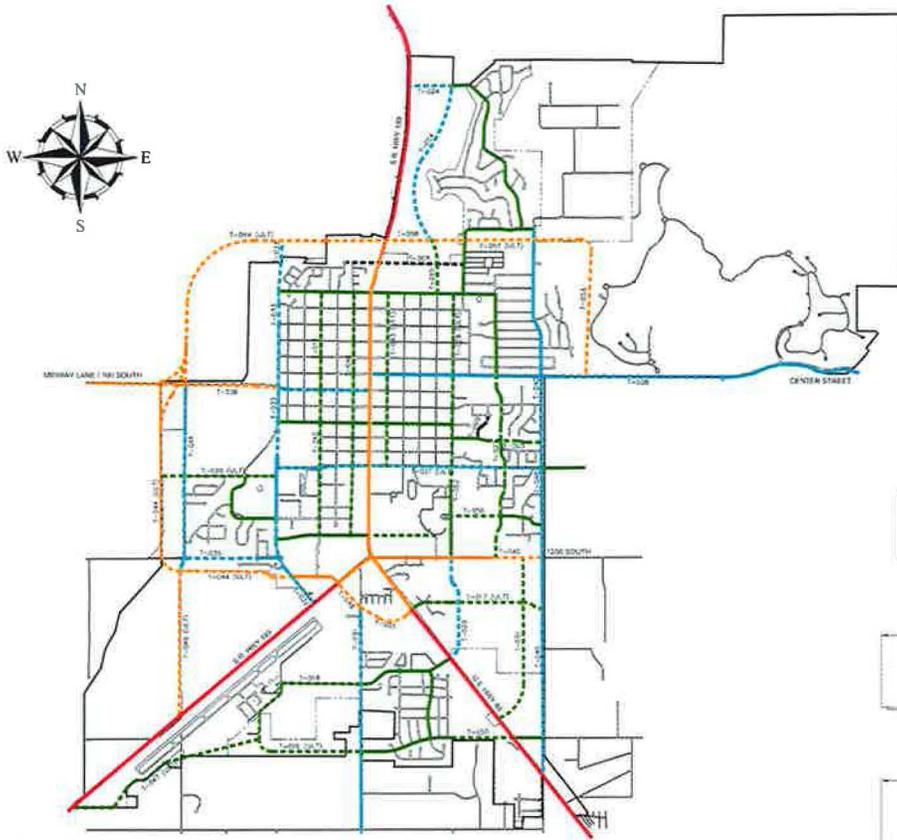
8" FORCED MAIN LIFT STATION
 LIFT STATION AREA

FUTURE SEWER LINES

PIPE SIZE	PIPE COLOR
8	Blue
10	Blue
12	Blue
15	Blue
21	Blue
24	Blue
30	Blue

LIFT STATION
 LIFT STATION AREA

EXHIBIT G: SEWER



HORROCKS
ENGINEERS

728 WEST 158 SOUTH #2
HEBER CITY, UT 84603
(435) 824-2208

FIGURE 6-1 - AMENDMENT 1
HEBER CITY
STREET SYSTEM
MASTER PLAN

- LEGEND**
- ULTIMATE BOUNDARY
 - - - - - HEBER CITY BOUNDARY
 - EXISTING LOCAL STREET
 - EXISTING MAJOR COLLECTOR
 - EXISTING MINOR COLLECTOR
 - EXISTING MINOR ARTERIAL
 - EXISTING PRINCIPAL ARTERIAL
 - - - - - NEW OR UPGRADED LOCAL STREET
 - - - - - NEW OR UPGRADED MINOR COLLECTOR
 - - - - - NEW OR UPGRADED MAJOR COLLECTOR
 - - - - - NEW OR UPGRADED MINOR ARTERIAL
 - - - - - NEW OR UPGRADED PRINCIPAL ARTERIAL

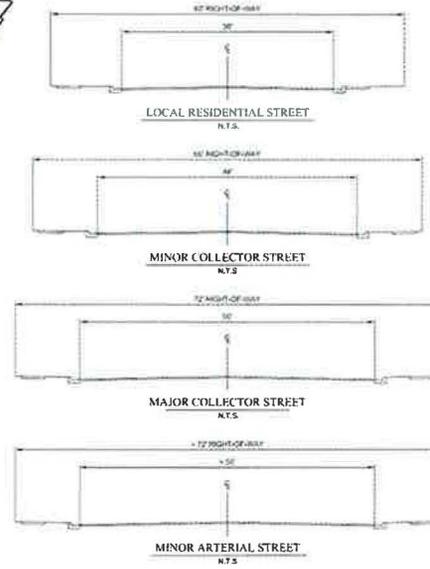
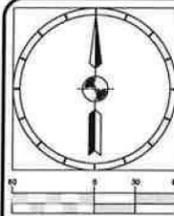


EXHIBIT H : STREETS



COOK ANNEXATION

HEBER CITY, UT

EAST 1/4 CORNER,
SECTION 8, T4S, R5E,
SLB&M; FOUND WASATCH
COUNTY SURVEY MONUMENT

VIZION FAMILY
LIMITED PARTNERSHIP



VICINITY MAP

KAYBRAY, LLC
00-0021-0839
2.00 ACRES

OLD MILL VENTURES, LLC
00-0014-2484
2.40 ACRES

OLD MILL INVESTMENTS
00-0020-1311
0.71 ACRES

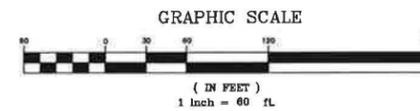
SLI ANNEXATION
ENTRY 238606
NOV 6, 2001

US HWY 40

CURRENT HEBER CITY BOUNDARY

LEWIS & LEISA GILES

2400 SOUTH



MEASURED 50°06'23" E 2667.83' BETWEEN SECTION CORNER MONUMENTS

SOUTHEAST CORNER,
SECTION 8, T4S, R5E,
SLB&M; FOUND WASATCH
COUNTY SURVEY MONUMENT

SURVEYOR'S CERTIFICATE

I, BING CHRISTENSEN, CERTIFY THAT I AM LICENSED AS A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH (REF. NO. 145796) IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO HEBER CITY IN WASATCH COUNTY, UTAH.

BING CHRISTENSEN, P.L.S.

DATE

SURVEYOR'S SEAL

ANNEXATION DESCRIPTION

Beginning at a point that is North 84°59'34" West 567.07 feet from the Wasatch County monument for the Southeast Corner of Section 8, Township 4 South, Range 5 East, Salt Lake Base and Meridian;
thence South 52.00 feet to the southern right-of-way fence for 2400 South Street;
thence along said fence line and fence line extended East 307.84 feet to the western right-of-way line for U.S. Hwy 40;
thence northerly along said right-of-way line North 37°50' West 884.67 feet along the SLI Annexation boundary;
thence North 52°10'00" East 99.63 feet to the eastern right-of-way line for U.S. Hwy 40;
thence southerly along said right-of-way line South 37°50' East 123.23 feet;
thence East 505.56 feet along the northern boundary of the Sweat Family Trust property to the boundary of the Giles property;
thence southerly along said Giles boundary South 17°20'29" East 639.57 feet to the point of beginning.
Contains 7.45 acres.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THE SURVEY IS NORTH 00°06'23" WEST BETWEEN THE COUNTY MONUMENTS FOR THE SOUTHEAST CORNER OF SECTION 8 AND THE EAST 1/4 CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN.

NARRATIVE

THIS MAP SHOWS THE PROPOSED BOUNDARY PROPOSED TO BE ANNEXED INTO HEBER CITY, UT.

ACCEPTANCE BY LEGISLATIVE BODY

THIS IS TO CERTIFY THAT WE THE UNDERSIGNED HEBER CITY COUNCIL HAVE ADOPTED A RESOLUTION OF OUR INTENT TO ANNEX THE TRACT OF LAND SHOWN HEREON AND HAVE SUBSEQUENTLY ADOPTED AN ORDINANCE ANNEXING SAID TRACT INTO HEBER CITY, UTAH AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HERewith, ALL IN ACCORDANCE WITH UTAH CODE SECTION 10-2-418 AS REVISED AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT AS SHOWN AS A PART OF SAID TOWN AND THAT SAID TRACT OF LAND IS TO BE KNOWN AS THE SWEAT/JEFFS ANNEXATION.
DAY OF _____, 2014

APPROVED BY MAYOR _____

ATTEST BY CLERK-RECORDER _____

APPROVAL BY COUNTY SURVEYOR

DATE _____

WASATCH COUNTY SURVEYOR _____

PROJECT L15-124	PREPARED FOR OLD MILL INVESTMENTS, LLC
SHEET ONE	PROJECT COOK ANNEXATION

ANNEXATION PLAT

PROPOSED HEBER CITY ANNEXATION

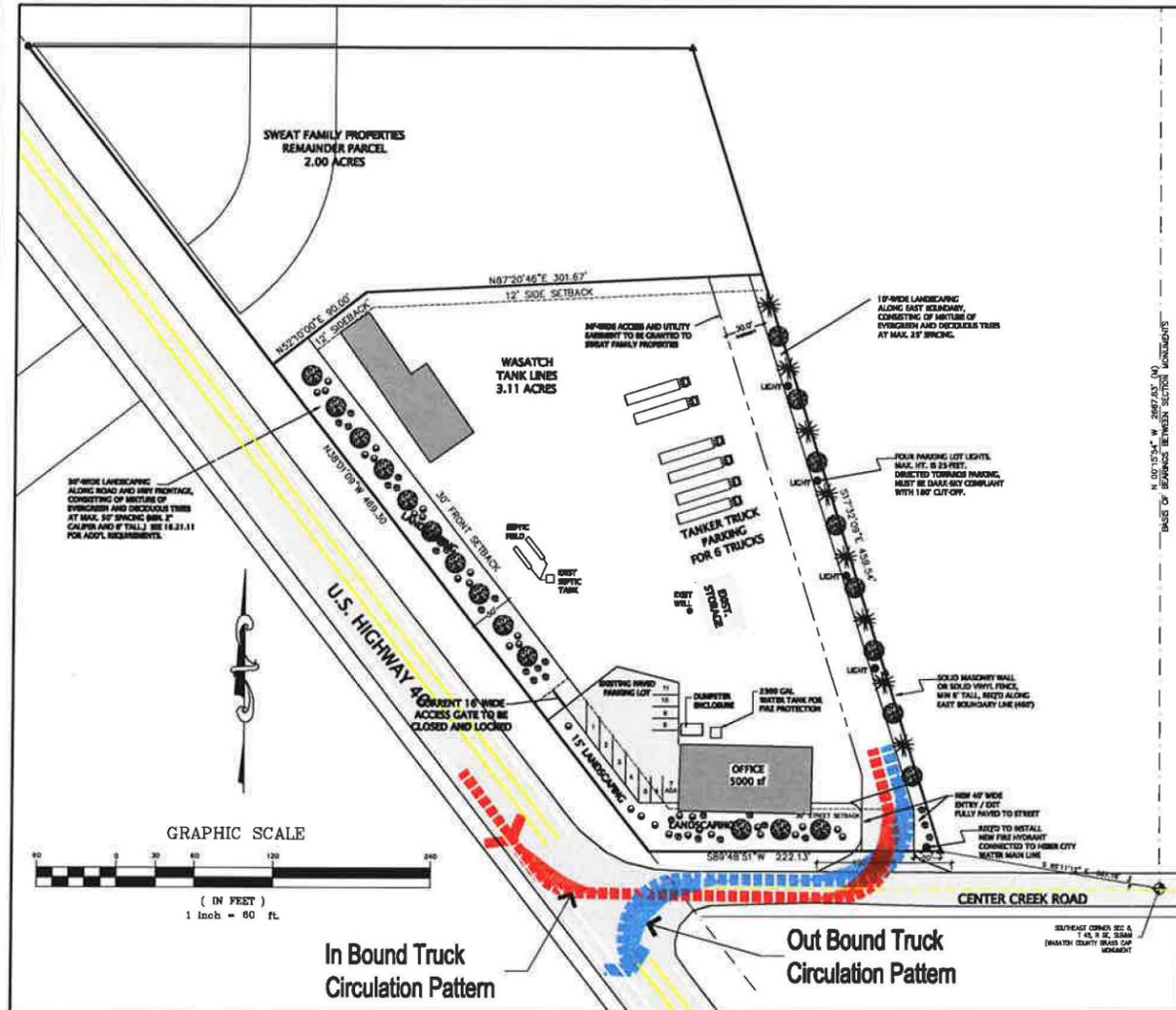
LOCATED IN THE SOUTHEAST QUARTER
OF SECTION 8
TOWNSHIP 4 SOUTH, RANGE 5 EAST,
SALT LAKE BASE AND MERIDIAN
WASATCH COUNTY, UTAH

DRAWN BY:
MPJ
REVIEWED BY:
BC
ISSUE DATE
06-25-2015



COPYRIGHT © 2014
SUMMIT ENGINEERING GROUP, INC.
DESIGNING ALTERNATIVE
IF AS A RESULT OF USE FROM ANY
PERSON, UNLESS SPECIFICALLY NOTED
OTHERWISE, THE INFORMATION AND
SERVICES ARE PROVIDED AS IS AND
WITHOUT WARRANTY OF ANY KIND.
ALSO, THIS DOCUMENT IS REQUIRED BY
LAW TO BE FILED WITH THE
RECORDING OFFICE BY FOLLOWING THE
PROVISIONS AND TERMS DESCRIBED IN
THE ALTERNATIVE.

WASATCH TANK LINES 2365 SOUTH U.S. HWY 40, HEBER CITY, UT



WASATCH TANK LINES COMMERCIAL SITE PLAN



EXISTING BUILDING AND PARKING



HIGHWAY FRONTAGE



VICINITY MAP

SUMMARY OF COMPLIANCE WITH COMMERCIAL ZONING REGULATIONS:

- 16.10.04 LOT AREA**
Required parcel size is 0.50 acres.
Actual parcel size is 3.10 acres.
- 16.10.05 LOT FRONTAGE**
Required frontage on public road is 50 feet.
Actual frontage on U.S. Hwy 40 is 456 feet.
- 16.10.07 SETBACK REQUIREMENTS**
Required setback from street = 30 feet
Required side yard setback = 12 feet
Required rear yard setback = 10 feet
All setbacks are met for the existing buildings, as shown on the Site Plan.
- 16.10.09 BUILDING HEIGHT**
Maximum height of all buildings is 40 feet.
All existing buildings are much less than 40 feet tall.
- 16.10.10 SITE PLAN PROVISIONS**
LANDSCAPING
Required landscaping is 10% of the site, with a 30' landscape buffer along public streets. Proposed landscaped areas for this project amount to 0.375 acres, or 12% of the site area. All proposed landscaping is 30-foot wide along the street frontage of U.S. Hwy 40 and 2400 South, except the existing landscaping area in front of the existing parking lot. Final landscaping design will be provided on a design-build basis by a landscaping contractor, and comply with the requirements of County Code 16.21.10.
REFUSE AND DEBRIS - The entire lot shall be kept free from refuse, debris, and waste material. All such refuse, garbage, debris, and water material shall be kept in approved containers and stored within a building or enclosed in a sight-obscuring fence or wall not less than six feet in height.
EMISSIONS - No dust, noticeable odor, smoke, vibration, intermittent light, or noise shall be emitted which is discernible beyond the property boundaries.
STORAGE - All storage and outside activities, except loading and unloading, shall be enclosed within a building or, if approved as part of a Conditional Use, within an area that is enclosed with a site-obscuring fence at least 6' and no more than 8' in height.
SEWER SYSTEM - Existing septic system on the property was previously approved by Wasatch County for the rest-rooms in the existing main building.
MAINTENANCE - All signs, structures, parking areas, landscaping, and other portions of the development that are visible from either an adjoining residential use or from a major street or highway shall be kept in good repair and maintenance at all times.
WATER - Existing well on the property was permitted by the State of Utah to provide adequate water for the property, culinary use, and fire requirements.
SIGNS - All new signs will comply with the sign provisions of the County Code. A new sign that is 3' x 5' is anticipated to be placed on the side of the existing building.
BUILDING DESIGN - The buildings are existing, and presumed to conform to County regulations when they were constructed. Any new building constructed will comply with current County regulations and building permit requirements.
- PARKING**
There is an existing asphalt-paved parking lot for eleven cars, including one ADA parking space adjacent to the main building. There is also ample non-paved parking for ten more vehicles along the north side of the building. Since this will not be a retail operation, and there are only nine employees anticipated, the existing parking is sufficient for the intended use.
- DUMPSTER ENCLOSURE**
Trash and recycling material will be kept in dumpsters located on the northwest corner of the building, within a 6' enclosure, as shown on the Site Plan.
- SITE LIGHTING**
Site lighting for the truck-parking area will be installed, consisting of four light standards along the rear (east) fence line, as shown on the Site Plan. Light poles will be no more than 25-feet tall, with all light directed downward and westward to the truck parking area. All exterior lighting shall be dark sky compliant, with 180° cut-off shades to direct all light downward.
- NEIGHBORING USES**
Adjacent neighboring uses on the east side currently consist of alfalfa fields owned by Lew and Leisa Giles. This property is expected to be annexed into Heber City within the next year as Manufacturing and Business Zoning.
Adjacent neighboring use on the north is the remnants of the Heber Valley Log yard, owned by the Sweat family (who is also the seller of the subject property to the Cook brothers.) This property will also soon be annexed into Heber City as Manufacturing and Business Zoning.
- IRRIGATION PLAN**
An irrigation plan will be prepared by the landscaping contractor on a design-build basis. The only irrigation will be for the trees, bushes, and landscaped areas along the road frontage and east boundary, as shown on the Site Plan.
- UTILITY PLAN**
Since this is an existing commercial operation, all utilities are existing and functioning. Water is provided by a private well on the property. Sewer is provided by a functioning and approved septic sewer system on the property. Electric power is provided by H&P. At this time, no expansion of the utilities is anticipated.

16.10.11 PERMISSIBLE LOT COVERAGE

The size of the lot is 3.1 acres. Building coverage currently is about 10,000 sq ft for the three buildings that will be kept.

16.10.13 OTHER REQUIREMENTS

LANDSCAPING - Required landscaping is 10% of the site, with a 30' landscape buffer along public streets. Proposed landscaped areas for this project amount to 0.375 acres, or 12% of the site area. All proposed landscaping is 30-foot wide along the street frontage of U.S. Hwy 40 and 2400 South, except the existing landscaping area in front of the existing parking lot. Final landscaping design will be provided on a design-build basis by a landscaping contractor, and comply with the requirements of County Code 16.21.10.

REFUSE AND DEBRIS - The entire lot shall be kept free from refuse, debris, and waste material. All such refuse, garbage, debris, and water material shall be kept in approved containers and stored within a building or enclosed in a sight-obscuring fence or wall not less than six feet in height.

EMISSIONS - No dust, noticeable odor, smoke, vibration, intermittent light, or noise shall be emitted which is discernible beyond the property boundaries.

STORAGE - All storage and outside activities, except loading and unloading, shall be enclosed within a building or, if approved as part of a Conditional Use, within an area that is enclosed with a site-obscuring fence at least 6' and no more than 8' in height.

SEWER SYSTEM - Existing septic system on the property was previously approved by Wasatch County for the rest-rooms in the existing main building.

MAINTENANCE - All signs, structures, parking areas, landscaping, and other portions of the development that are visible from either an adjoining residential use or from a major street or highway shall be kept in good repair and maintenance at all times.

WATER - Existing well on the property was permitted by the State of Utah to provide adequate water for the property, culinary use, and fire requirements.

SIGNS - All new signs will comply with the sign provisions of the County Code. A new sign that is 3' x 5' is anticipated to be placed on the side of the existing building.

BUILDING DESIGN - The buildings are existing, and presumed to conform to County regulations when they were constructed. Any new building constructed will comply with current County regulations and building permit requirements.

SURVEYOR'S CERTIFICATE

I, BING CHRISTENSEN, CERTIFY THAT I AM LICENSED AS A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH (REF. NO. 145796) IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE DEVELOPED IN WASATCH COUNTY, UT.

BING CHRISTENSEN, P.L.S.

DATE

SURVEYOR'S SEAL

PROPERTY DESCRIPTION

Beginning at a point that is North 85°11'10" West 567.09 feet from the Wasatch County monument for the Southeast Corner of Section 8, Township 4 South, Range 5 East, Salt Lake Base and Meridian; thence South 89°48'51" West 222.13 feet to the western right-of-way line for U.S. Hwy 40; thence northerly along said right-of-way line North 38°01'09" West 469.30 feet; thence North 52°10'00" East 301.67 feet; thence North 87°20'48" East 301.67 feet to the boundary of the Giles property; thence southerly along said Giles boundary South 17°32'09" East 459.54 feet to the point of beginning. Contains 3.11 acres.

PROJECT INFORMATION & TABULATIONS

PROJECT NAME:	Wasatch Tank Lines Conditional Use Site Plan
APPLICANT:	Wasatch Tank Lines Paul Cook 435-714-0038 paul@allamericanfuels.com Doug Cook 435-503-1729 doug@wasatchtanklines.com
PROJECT LOCATION:	2383 South Hwy 40 Heber City, UT
CO. PARCEL ID:	OWC-1633-4-008-045 OWC-1633-1-008-045
PROPERTY SIZE:	3.1 Acres
PROJECT ENGINEER:	Summit Engineering Group Michael P Johnston, SE 435-671-6998 mike@summiteng.com

PROJECT L14-203	PREPARED FOR PAUL COOK AND DOUG COOK
SHEET ONE	PROJECT WASATCH TANK LINES SITE PLAN

**CONDITIONAL USE
APPLICATION**

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8 TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN
WASATCH COUNTY, UTAH

DRAWN BY: SS
REVIEWED BY: MPJ
ISSUE DATE: 03/05/2015



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SUMMIT ENGINEERING GROUP, INC.
UTAHN JURISDICTION
IT IS A VIOLATION OF LAW FOR ANY PERSON UNLESS ACTING UNDER THE SUPERVISION OF THE PROFESSIONAL LAND SURVEYOR TO ALTER ANY PORTION OF THIS DOCUMENT IN ANY MANNER. ANY ALTERATION WILL BE AT THE USER'S RISK AND THE USER'S SIGNATURE AND SEAL SHALL BE REQUIRED TO VALIDATE ANY SUCH ALTERATION.

Mayor: Alan W. McDonald
Council: Jeffery M. Bradshaw
Heidi Franco
Kelleen L. Potter
Jeffrey W. Smith
Ronald R. Crittenden

HEBER CITY CORPORATION

75 North Main
Heber City, Utah 84032

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

July 11, 2016

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

The Heber City Council will hold a Public Hearing on July 21, 2016, at 6:00 p.m. to hear comments for or against the annexation petition submitted as the Cook Annexation consisting of 7.45 acres of land, located at approximately 2400 South and US Highway 40, Heber City, Utah. The hearing will take place in the City Office Building, 75 North Main Street, in the Council Chambers.

Any questions in relation to this Public Hearing can be directed to the City Recorder at 435-657-7886 or the Planning Department at 435-657-7900.

In accordance with the Americans with Disabilities Act, those needing special accommodations should contact the City Recorder 24 hours prior to the hearing.

Cordially,
HEBER CITY CORPORATION



Michelle K. Limón
City Recorder

ORDINANCE 2016-12

AN ORDINANCE ANNEXING PROPERTY KNOWN AS THE OLD MILL ANNEXATION LOCATED BETWEEN EAST AIRPORT ROAD AND 2400 SOUTH ALONG THE EAST SIDE OF HIGHWAY 40, HEBER CITY, WASATCH COUNTY, STATE OF UTAH.

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

Section 1. That the 7.45 +/- 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 Smith	_____	_____
Council Member Ronald R. Crittenden	_____	_____

APPROVED:

Alan McDonald, Mayor

ATTEST:

RECORDER
(Seal)

Date of First Publishing: _____

EXHIBIT A: DESCRIPTION

BEGINNING AT A POINT THAT IS NORTH 84°57'55" WEST 567.07 FEET FROM THE WASATCH COUNTY MONUMENT FOR THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN;
THENCE WEST 223.39 FEET TO THE APPARENT EASTERLY LINE FOR U.S. HWY 40;
THENCE SOUTH 52°10'00" WEST 100.87 FEET ACROSS SAID HWY. 40 TO THE APPARENT WESTERLY LINE SAID U.S. HWY 40;
THENCE NORTHWESTERLY ALONG SAID APPARENT RIGHT-OF-WAY LINE NORTH 37°50' WEST 894.10 FEET ALONG THE SLI ANNEXATION BOUNDARY;
THENCE NORTH 52°10'00" EAST 100.87 FEET ACROSS SAID HWY. 40 TO THE SAID APPARENT EASTERLY RIGHT-OF-WAY LINE FOR U.S. HWY. 40;
THENCE SOUTHEASTERLY ALONG SAID APPARENT EASTERLY RIGHT-OF-WAY LINE SOUTH 37°50' EAST 121.11 FEET;
THENCE EAST 506.88 FEET ALONG THE NORTHERN BOUNDARY OF THE KAYBRAY, LLC PROPERTY TO THE NORTHWEST CORNER OF THE GILES PROPERTY;
THENCE SOUTHEASTERLY ALONG SAID GILES BOUNDARY SOUTH 17°20'29" EAST 639.57 FEET TO THE POINT OF BEGINNING.
CONTAINS 7.19 ACRES.

PROPERTY SERIAL NUMBERS

OWC-1633-6-008-045
OWC-1633-1-008-045
OWC-1633-4-008-045

EXHIBIT B: ANNEXATION AGREEMENT

TAB 2

Heber City Corporation

PUBLIC HEARING ON UNBILLED SERVICES FOR
WATER, SEWER AND UTILITY FUNDS
JULY 21, 2016



Why is a Public Hearing Required?

Section 10-6-135 of the Utah State Code requires Cities to hold a public hearing if the City intends to transfer monies or services from enterprise funds (Water, Sewer and Utility Funds) to other City funds. Because the City does not charge itself for Water, Sewer or Utility services a Public Hearing is required.

Public Notice Given

Per Section 10.6.135 of the Utah State Code, notice is hereby given that the Heber City Council will hold a public hearing on Thursday, July 21 at 6:00 p.m. to discuss unbilled services provided by the Water, Sewer and Utility Enterprise Funds to the Heber City General Fund. The estimated value of the services the General Fund receives is as follows: Water \$31,600, Sewer \$2,350 and Utility \$2,000. Interested citizens are invited to attend the hearing and express support or opposition to the proposed practice.

* Published in the July 2016 City Newsletter.

Services Provided to the General Fund at No Charge

- ▶ Culinary Water to 9 buildings and 20 City owned properties/meters:
 - ▶ Value \$24,650
- ▶ Secondary Water to 9 City owned properties:
 - ▶ Value \$6,950
- ▶ Sewer to 8 City owned buildings:
 - ▶ Value \$2,350
- ▶ Utility/Storm Drainage Fees for City properties:
 - ▶ Value \$2,000



Purpose of Public Hearing

- ▶ Allow the public to express support or opposition to the practice.
- ▶ Determine if the City Council wants to continue the practice.
- ▶ Because the value of the services is immaterial, the City is required to hold a public hearing, but no transfer of resources is required to be reflected in the City's financial statements.

TAB 3

ORDINANCE NO. 2016-_____

AN ORDINANCE AMENDING CHAPTER 5.08 BEER, WINE AND LIQUOR ESTABLISHMENTS OF THE HEBER CITY MUNICIPAL CODE.

BE IT ORDAINED by the City Council of Heber City, Utah, that Chapter 5.08 Beer, Wine, and Liquor Establishments, of the Heber City Municipal Code is **amended** to read as follows:

5.08 Beer, Wine And Liquor Establishments

- 5.08.010 Application Of Chapter
- 5.08.020 Alcohol License - Required
- 5.08.030 Grounds For Granting, Denying, Suspending, Or Revoking Of License
- 5.08.040 Application Requirements
- 5.08.045 ~~Repealed By 2004-06 Approving Entities~~
- 5.08.050 Restrictions On Location
- 5.08.060 License Restrictions
- ~~5.08.070 Separation Required~~
- 5.08.080 Approval Expiration
- 5.08.090 Standards For Facilities With On-Site Consumption Of Alcohol
- 5.08.100 Bond - Amounts Designation
- 5.08.110 Licenses - Nontransferable
- 5.08.120 Licenses - Expiration
- 5.08.130 Prohibited Acts
- 5.08.140 Emergencies

5.08.010 Application Of Chapter

The City adopts the State of Utah Alcoholic Beverage Control Act, Title 32A Utah Code Annotated 1953 (ABC) in its entirety, as amended from time to time and supplemented by these ordinances. It is the responsibility of any applicant for an alcoholic beverage license, consent or permit to be in compliance with identified conditions and requirements of State law and local ordinances prior to making application with the City for any license (including any license, consent or permit, as the specific licensing designation may be). It is the obligation of each applicant and licensee (including any licensee, consentee or permittee) to stay in compliance with State law and local ordinances regardless of changes to those laws and ordinances.

5.08.020 Alcohol License - Required

It is unlawful for any person to engage in the sale of any kind of beer, liquor, or wine at retail or wholesale within the corporate limits of the City without first having procured a license therefore from the City, as provided in this Chapter, and obtained a license from the Utah Department of Alcoholic Beverage Control. A separate license shall be required for each place of sale which must be on display in a conspicuous place within the business.

5.08.030 Grounds For Granting, Denying, Suspending, Or Revoking Of License

- A. The following are grounds for revocation or suspension of any alcohol license or local consent:
1. The licensee has failed to comply with the requirements of the Alcohol Beverage Control Act as currently in force or amended in the future, or the requirements of this Title;
 2. The licensee or employees of the licensee have been convicted or plead guilty to violations occurring to this Title or any City, County, State or Federal law or ordinance and said violations occurred on the licensed premise, not including violations by patrons;
 3. The licensee has attempted to transfer the license to another in violation of this Title;
 4. The licensee has become ineligible to hold a license by failing to meet the standards for licensees listed in this Title;
 5. The licensee or his agents or employees, with the knowledge of the license holder, have been engaged in the sale, distribution or delivery of controlled substances, as defined by State Statute, on or from the licensed premises; or
 6. The licensee has been denied a license by the State of Utah under the Alcoholic Beverage Control Act as required by this Title or has had said State license revoked or suspended.
- B. The following shall be considered in granting or denying a license:
1. Previous business or personal record, either within or outside of Heber City;
 2. Criminal record of the applicant. No person shall be granted a retail license unless he qualifies as provided in the State of Utah Alcoholic Beverage Control Act. The City may not grant any alcohol

license or consent to any person who has been convicted of:

- a. A felony under any Federal or State law;
 - b. Any violation of any Federal or State law or local ordinance concerning the sale, manufacture, distribution, warehousing, adulteration, or transportation of alcoholic beverages;
 - c. Any crime involving moral turpitude; or
 - d. On two or more occasions within the five years before the day on which the license is granted, driving under the influence of alcohol, any drug, or the combined influence of alcohol and any drug.
3. Location of the facility in relation to the community; and
4. No licenses, permits or consents provided for in this Chapter shall be issued to any applicant who is in arrears in the payment to the City of business license fees, or is otherwise indebted to the City for past due payments owing.

5.08.040 Application Requirements

- A. Each person seeking an alcohol license or consent under this Chapter ~~shall request approval from the City Council. The applicant~~ shall file a written application with the Business License Administrator to appear before the City Council with the City Recorder and include the following:
- ~~1.~~ A description of the proposed establishment and alcohol license requested;
 - ~~2.~~ A copy of an aerial photograph a plat map from the County Recorder's office showing the proposed facility and properties within 600 feet of the proposed facility;
 - ~~3.~~ A signed consent form granting 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;
 - ~~4.~~ Any other documents and evidence the City may require by rule or policy to allow complete evaluation of the application; and
 - ~~5.~~ A certified original background check of the applicant by the Bureau of Criminal Investigation current within 30 days.
- B. Each application shall be signed and verified by oath or affirmation by an executive officer or any person specifically authorized by the corporation or association

to sign the application, to which shall be attached written evidence of said authority.

C. Prior to operating under the authority of this Chapter and as part of the annual renewal process, each approved applicant must obtain and provide to the Business License Administrator proof of:

- ~~1.~~ Respective State licensure immediately upon State approval (not more than one year from approval of the original local consent);
- ~~2.~~ Evidence of the surety compliance bond, in the amount required by Section 5.08.100; and
- ~~3.~~ A certified original background check conducted by the Bureau of Criminal Investigation current within 30 days.

5.08.045 ~~Repealed By 2004-06 Approving Entities.~~

- A. **Local Consent.** The Planning Director, or its designee, shall hold the authority to grant or deny local consent.
- B. **Renewals.** The Business License Administrator, or its designee, shall hold the authority to issue annual license renewals.
- C. **Revocations.** The Planning Director, or its designee, shall hold the authority to revoke a license.
- D. **Appeals.** The City Council is the appeal authority for renewals, revocations, and local consent, with further appeals going to district court.

5.08.050 Restrictions On Location

- A. All facilities with on-premise consumption of alcohol shall meet the following location requirements, except facilities which have a minimum required ratio of food sales by the DABC, which shall be exempt from Section 5.08.050 A. 1.:
 1. **Pedestrian-Travel Separation.** 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.
 2. **Straight-Line Separation.** 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.

~~B. 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.~~

5.08.060 License Restrictions

The City ~~Council~~ may issue consent or license approval for the sale of alcohol upon meeting the license classifications and regulations contained within the Alcohol and Beverage Control Act, pursuant to the following additional restrictions:

A. Restaurant Licenses s. ~~and Limited Restaurant License.~~

~~1. The City Council may grant its approval for restaurant licenses for the purpose of establishing restaurant outlets at places and in numbers the State Liquor Control Commission considers proper for the storage, sale, and consumption of liquor on premises operated as public restaurants.~~

~~1. 2. 1.~~ Any facility requiring Restaurant Licenses shall be located in the C-2, C-3, C-4, CMP, I-1, and MURCZ Zones.

~~3. A variance to the siting provisions of section 5.08.050 may be granted by the City Council for a restaurant or limited restaurant, upon the City Council making the following findings:~~

- ~~a. The proposed location does not front upon the same side of the street, share access or parking with, or adjoin property lines with a church, school, library, park or playground;~~
- ~~b. The proposed location does not pose a threat to the health, peace, safety, and welfare of surrounding land uses;~~
- ~~c. The proposed location will not create an undue concentration of alcohol dispensing establishments;~~

- ~~d. The proposed location will not create an undue burden in controlling and policing illegal activities in the vicinity; and~~
- ~~e. The proposed facility will not create a nuisance to the community.~~

~~4. 2.~~ The City ~~Council~~ may approve seasonal restaurant liquor licenses established in areas and for periods it considers necessary. A seasonal restaurant liquor license may not be operated for a period longer than nine consecutive months and is subject to the following restrictions:

- a. Licenses issued for operation during summer time periods are known as "Seasonal A" restaurant licenses. The period of operation for a "Seasonal A" restaurant license may begin as early as April 1 and may continue until October 31.
- b. Licenses issued for operation during winter time periods are known as "Seasonal B" restaurant licenses. The period of operation for a "Seasonal B" restaurant license may begin as early as September 1 and may continue until May 31.

B. Off-premise Beer Retailer's License. An off-premise beer retailer's license may sell beer at retail in the original containers to go. Such license shall not permit consumption upon the premises.

- 1. All store managers are subject to a criminal background check pursuant to the standards set forth in Section 5.08.030(B)(2).
- 2. Any facility requiring Off-premise Retail Licenses shall be located in the I-1, C-2, C-3, C-4, and MURCZ Zones.
- 3. Beer shall not be disbursed under any license within the City between the hours of one a.m. and five a.m.
- 4. Beer shall not be sold by any licensee to any person under the influence of intoxicating liquor, beverage or drugs.
- 5. No licensee shall sell, give away, dispense or deliver beer to any person under the age of twenty-one years.
- 6. No licensee, employee or other person shall sell or dispense beer within the City unless they are twenty-one years of age or older unless the licensee's sales are restricted to the selling of beer for off-premises use in its original container in which case the licensee, employee, or other

person selling the beer need only be 18 years of age, except any such 18, 19, or 20 year old must be supervised by a person 21 years of age or older who is on the premises.

7. All licensees shall be strictly responsible for the compliance with all rules and regulations governing the sale of beer as adopted by the City Council.
8. The beer license of any licensee charged with the violation of this Chapter may be suspended by order of the Mayor, pending disposition of the charges.
9. Tap beer shall not be sold by off-premise beer retailers.
10. Beginning July 1, 1987, no person shall be granted a license to operate or maintain a trade, profession or calling, the transaction or carrying on of which requires a license within the City, if such person operates an establishment which, as part of its business, serves alcoholic beverages, as defined in Section 3A-1-5(1), Utah Code Annotated, to the public for consumption on the premises, unless that person shall show by certificate(s) granted by the Utah Department of Alcoholic Beverage Control, or by adequate proof of the existence of such certificate(s), that each employee of the business engaging in the serving, selling or furnishing of such alcohol on the premises has completed the Alcohol Training and Education Seminar, as required in Section 32A17-3(1), Utah Code Annotated.
11. Every new employee, hired after the licensee has been licensed in compliance with subsection A of this Section, who is required to complete this seminar shall complete the seminar within six months of commencing employment.
12. Violation of this Section shall result in revocation of the license granted under this Chapter, unless compliance with this Section is completed within two months of the time that licensee first became aware that such violation occurred.

C. Tavern License.

~~1. The number of tavern licenses authorized in the City:~~

- ~~a. Shall be limited by the population. The initial ratio shall be one license per each two thousand population or portion thereof.~~
- ~~b. Shall be reviewed and fixed from time to time by Resolution of the City Council. If the Council finds that the number of such licenses issued creates an unusual law enforcement problem, the Council has the right to adjust the ratio of population to licenses issued.~~

~~2.~~ 1. Any facility requiring a Tavern License shall be located in the I-1, C-2, C-3, C-4 and MURCZ Zones.

~~3.~~ 2. Taverns must front upon a street designated as an arterial or collector within the Master Facilities Plan, or be within a building the main entrance of which building fronts on a collector or arterial street.

~~4.~~ 3. Only one tavern or private club may be located on either side of a street between the intersections of two (2) streets. Beyond the extent of the lot and block system of the City, there shall be only one tavern or private club on either side of a street for a distance of 800 feet along the street right of way, as measured from property line to property line.

D. Private Club Licenses.

- ~~1. Class A and Class C Private Clubs.~~ Equity Club Licenses may be located within the PC, RA-2 or R-14 Zones as a bona fide Country Club within an approved Golf Course or Tennis Facility.
 - ~~a. Class A and Class C Private Clubs may be located within the PC, RA-2 or R-14 Zones as a bona fide County Club within an approved Golf Course.~~
- ~~2. Class B, C, and D Private Clubs.~~ Fraternal, Dining, and Social Clubs shall be located within the MURCZ, C-2, C-3, or C-4 Zones.
 - ~~a. Class B, C, and D Private Clubs shall be located within the C-2, C-3, or C-4 Zones;~~
 - ~~b. a. Class B Private~~Fraternal Clubs must front upon a street designated as an arterial or collector within the Master Facilities Plan, or be within a building the main entrance of which

building fronts on a collector or arterial street.

~~e. b. Class B Private Fraternal~~ Clubs must provide a copy of its Bylaws & Policies for review by the City ~~Council~~ upon requesting local consent.

E. State Stores. State Stores should be located within the MURCZ, C-2, C-3, and C-4 Commercial Zones along a collector or arterial street as shown within the Master Facilities Plan.

F. Package Agencies.

1. Type 1-5 Package Agencies shall be located within the C-2, C-3, or C-4 Zones;
2. Type 1-5 Package Agencies must front upon a street designated as an arterial or collector within the Master Facilities Plan, or be within a building the main entrance of which building fronts on a collector or arterial street.
3. Type 3 Package Agencies must be separated from Taverns and Private Clubs by a distance of 400 feet as measured from property line to property line.

G. On-premise Banquet License. On-premise Banquet licenses may be approved for a Sports Center, Hotel, Convention Center, or Hotel, within approved accommodations for groups or gatherings of persons.

H. Special Use Permits. Special Use Permits for industrial, manufacturing, scientific, educational, or health care purposes shall be located within the I-1, BM&P, CMP Zones.

I. Single Event Permits.

1. A Single Event Permit shall entitle a bona fide corporation, church, political organization, or incorporated association or a subordinate lodge, chapter, or other local unit thereof that is conducting a convention, civic, or community enterprise to sell beer at such event.
2. Single Event Permits may not exceed 72 consecutive hours (three days).
3. No more than four (4) Single Event Beer Permits may be granted to any entity in one calendar year.
4. The Single Event shall comply with Heber City Code, Chapter 5.06 "Mass Gatherings".
5. The application for the Single Event shall specify the days of operation and the location of the alcohol sales.

6. A variance to the current provisions of Sections 5.08.050, 5.08.060 and Chapter 9.44 of the Heber City Code may be granted by the City ~~Council~~ for a Single Event, upon compliance with the following, and the City ~~Council~~ making the following findings:
- a. The proposed Single Event's location does not front upon the same side of the street, share access or parking with, or adjoin property lines with a church, school, library, or playground;
 - b. The proposed Single Event does not pose a threat to the health, peace, safety, and welfare of surrounding land uses;
 - c. The proposed Single Event will not create an undue concentration of alcohol dispensing establishments;
 - d. The proposed Single Event will not create an undue burden in controlling and policing illegal activities in the vicinity;
 - e. The proposed Single Event will not create a nuisance to the community;
 - f. The proposed Single Event provides a significant revenue benefit to the community;
 - g. The proposed Single Event shall comply in all provisions and restrictions contained in Title 32 A, Chapter 12 of the "Alcoholic Beverage Control Act", Utah Code Annotated;
 - h. No outdoor Single Event shall continue after 11:00 p.m., unless such Event is located in a Public Park, in such case, the Event shall not continue after 9:00 p.m.
 - i. The proposed Single Event shall comply with all provisions of Section 5.08.060 (I) (7) Beer Garden in Public Parks, Limited;
 - j. The application for a Single Event must have been in existence as a bona fide organization for at least one year prior to the date of application;
 - k. The proposed Single Event must be at least 150 feet from any public playground, measured in a straight line from the nearest entrance of the boundaries of the specific playground sandlot.
7. BEER GARDEN IN PUBLIC PARKS, LIMITED. The governing body of the City has deemed it advisable to allow and license limited public sale at retail and consumption on the sale premises of cereal malt beverages in specific areas of the public parks of said City, and during community-wide celebrations, on certain other public grounds. Such sale shall be

by responsible person otherwise duly licensed under the City Code, and shall be allowed for limited periods of time, as hereinafter specifically provided.

- a. LICENSE CREATED. There is hereby created a license, to be denominated a Class A Limited Beer Garden License. A person to whom the City has issued a current valid Beer Garden License will hereinafter be referred to as a Class A Beer Garden Licensee.
- b. AREA DESIGNATED. A Class A Beer Garden License shall designate specifically an area in a City park, or alternatively, other public grounds in the Central Business District in the City, which area shall be used for the purposes of the license, and which area will hereinafter be referred to as a Beer Garden.
- c. HOURS OF OPERATION. The hour of operation for any Beer Garden in a public park shall not begin before 10:00 a.m. and continue past 9:00 p.m.
- d. NO OTHER AREA TO BE USED. No cereal malt beverage may be sold at retail or consumed in any City park of the City, or on any other public grounds of said City, whether in the Central Business District or otherwise, except that a Class A Beer Garden Licensee may use the Beer Garden designated on the Beer Garden License for purposes of retail sale, and consumption by adult consumers of cereal malt beverages on the premises of the Beer Garden; and provided further: i. That such sale and consumption shall be limited to the designated Beer Garden; ii. The licensee must comply with all applicable laws and ordinances; iii. The licensee must have all of the qualifications set out in City ordinances and state statutes for a liquor dealer's license; iv. The licensee must pay a license fee for each Beer Garden location in accordance with the fee schedule established and adopted; and v. The licensee must hold a current valid license from the City for the sale of alcoholic liquor or beer at retail for consumption of the premises.
- e. AREA. The Beer Garden shall not exceed one thousand square feet in area, shall be contiguous, and shall have its boundaries clearly marked.

- f. PARKS AND CENTRAL BUSINESS DISTRICT. No Beer Garden License shall be issued for premises other than in a City park of said City, except in the City's Central Business District. No Beer Garden License shall be issued for public grounds in the Central Business District of said City except during community-wide public celebrations or holidays. For purposes of this Ordinance, "Central Business District" is defined as the C-3 Zone.
- g. DURATION. The duration of a Beer Garden License shall not exceed two days. No person shall be issued more than three Beer Garden Licenses during any calendar year. No Beer Garden License shall be transferred from the Beer Garden Licensee to whom it was originally issued.
- h. COMPLIANCE WITH OTHER REGULATIONS. Each Class A Beer Garden, while in operation, shall comply with all of the requirements of the ordinance relating to dealers in alcoholic liquor, provided that no additional permit shall be required and no additional fee shall be required.

J. Manufacturers and Wholesale Facilities.

- 1. Alcohol Manufacturing and Wholesale facilities shall be located within the I-1, BMP, or CMP Zones.
- 2. ~~Beer~~ Alcohol Manufacturing Facilities, operated in conjunction with a Tavern or Restaurant License, shall be located in the I-1, C-2, C-3, C-4, or MURCZ Zones.

K. Liquor Warehousing License. Liquor Warehousing facilities shall be located within the I-1 Zone.

L. Temporary Special Event Beer Permits.

- 1. A Special Event Temporary Beer License shall entitle a bona fide corporation, church, political organization, or incorporated association or a subordinate lodge, chapter, or other local unit thereof that is conducting a convention, civic, or community enterprise to sell beer at such event.
- 2. Special Event Permits shall last no longer than three (3) days.
- 3. No more than four (4) Special Event Beer Permits may be granted to any entity in one calendar year.
- 4. The Special Event shall comply with Heber City Code, Chapter 5.06 "Mass Gatherings".
- 5. The application for the special event shall specify the days of operation and the location of the beer sales.

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.

~~5.08.070 Separation Required~~

~~Only one tavern or private club may be located on either side of a street between the intersections of two (2) streets. Beyond the extent of the lot and block system of the City, there shall be only one tavern or private club on either side of a street for a distance of 400 feet along the street right of way, as measured from property line to property line.~~

5.08.080 Approval Expiration

Any alcohol license that is issued or approved by the City will expire if the same has not been put to use at the location approved within six months after the license was authorized by the City ~~Council~~. "Put to use" as used herein means that the facility must be operating as a full time business establishment. In the event an alcohol dispensing facility in possession of a valid alcohol license ceases to operate as a full time alcohol dispensing facility for a period of 30 days, the license shall expire. Any license that so expires is not subject to renewal and any rights connected therewith shall terminate as of the date of expiration.

5.08.090 Standards For Facilities With On-Site Consumption Of Alcohol

All facilities within Heber City providing for on-site consumption of any alcohol product shall comply with the following:

- A. It shall be unlawful for any closed booths to exist on premises licensed for the retail sale or consumption of beer or liquor. This provision shall not prevent the use

and operation of private dining or conference rooms as a part of the licensed premises.

- B. It shall be unlawful for any object or sign to cover more than 25% of the window surface area along the front of the building.

5.08.100 Bond - Amounts Designation

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.~~

5.08.110 Licenses - Nontransferable

Licenses issued under this Chapter shall not be transferable and the license fees shall be forfeited to the City upon revocation.

5.08.120 Licenses - Expiration

All licenses issued under this chapter shall expire on December 31 of each year.

5.08.130 Prohibited Acts

No alcohol license or local consent shall be granted to any facility within Heber City that engages in an activity regulated by Chapter 5.40 of this Title.

5.08.140 Emergencies

- A. Upon the declaration of an emergency, as defined by Utah Code Annotated Section 63-5-8, 1953, as amended, all alcohol beverage licenses are automatically suspended, which suspension may be lifted by the City Council at any time.
- B. It is unlawful for the holder of any license issued under this chapter or the holder's agent, employee, manager or representative to sell or serve beer and/or liquor during the period of temporary suspension.
- C. The City Council may revoke or suspend any license or consent issued under this chapter for any violation of local, state, or federal law by the licensee or consentee.
- D. Alcohol licenses issued under this Chapter may be suspended by the Chief of Police or his/her designee without prior

hearing provided that there is probable cause to believe that violations of this Chapter or state law are occurring, and the conditions are such that the public health and safety are endangered. Such temporary suspension shall occur only if the management or the licensee fails to remedy the situation within fifteen (15) minutes of notification by the Chief of Police or his/her designee that a suspension will occur if the conditions complained of are not remedied in a manner that eliminates the immediate danger to public health and safety. No emergency suspension by the Chief of Police or his/her designee shall be lifted until the emergency is remedied.

This Ordinance shall take effect and be in force from and after (a) its adoption, (b) a copy has been deposited in the office of the City Recorder and (c) a short summary of it has been published in the Wasatch Wave, but not prior to the _____ day of _____, 2016.

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

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

APPROVED:

Mayor Alan McDonald

ATTEST:

Date: _____

RECORDER

Date of First Recording: _____

TAB 4



State of Utah

GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

Department of Administrative Services

KIMBERLY K. HOOD
Executive Director

Division of Facilities Construction and Management

ERIC THOLEN
Director

LETTER OF TRANSMITTAL

Date: June 10, 2016

To: Mark Anderson
City Manager
Heber City
75 North Main Street
Heber, UT 84032

From: Tom Shaw 

Phone No: 538-3322

Fax No: 538-3267

Reference: Amendment No. 5 to Lease Agreement No. 06-0286 for recruiting office in Heber, UT.

Code: (1) For Review/Comment
(2) For Signature
(3) Finalized Documents

Title/Description	Quantity of Documents	Code
Amendment No. 5 to Lease Agreement No. 06-0286 for recruiting office in Heber, UT.	2	2

Please sign both copies where indicated and return both of them to Tom Shaw at DFCM for further processing.

THANKS,

**STATE OF UTAH
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT**

**LEASE AGREEMENT
CONTRACT NO. 06-0286
AMENDMENT NO. 5**

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between **HEBER CITY**, whose principal place of business is 75 North Main Street, Heber, Utah, 84032, hereinafter called "**LANDLORD**," and the **STATE OF UTAH, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT**, hereinafter called "**TENANT**" whose principal place of business is State Office Building, Suite 4110, Salt Lake City, Utah, for and in behalf of the Utah National Guard, hereinafter called "**OCCUPYING AGENCY**"

WITNESETH

WHEREAS, LANDLORD AND TENANT have heretofore entered into that certain Lease Agreement (Contract No. 06-0286) for 100 square feet of office space in the facility better known as the Heber City Police Station, 301 South Main Street, Heber, Utah 84032, which Lease Agreement did commence on May 1, 2005, and was partially amended by Amendments Nos. **1 through 4**, which Amendment No. **4** currently expires **April 30, 2017**; and

WHEREAS, LANDLORD and **TENANT** are mutually desirous to renew the subject Lease Agreement for an additional **five (5)** years renewal or extended term; and

NOW THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1. LEASED PREMISES

1.1 **LANDLORD** does hereby lease unto **TENANT** approximately 100 square feet of office space in the facility more commonly known as the Heber Police Station, 301 South Main Street, Heber City, Utah. **LANDLORD** has also made other amenities located within the Heber City Police Station available to **OCCUPYING AGENCY** upon prior approval and scheduling with the Heber City Police Chief.

SECTION 2. TERM OF LEASE

2.1 The renewal term of this Lease Agreement shall be for a period of **five (5)** years which term shall commence on May 1, 2017, and shall expire on April 30, 2022.

SECTION 3. OPTION TO RENEW

3.1 LANDLORD covenants with TENANT that LANDLORD shall, at TENANT’S option, and at the expiration of the initial Lease term again grant an option for renewal to TENANT under the same terms and conditions provided herein.

SECTION 4. CONSIDERATION

4.1 For the renewal or extended period beginning **May 1, 2017**, and ending **April 30, 2022**, the sum of the annual base rentals shall be payable by the Occupying Agency to LANDLORD for the **100** square feet of office space according to the following table. The OCCUPYING AGENCY shall pay such annual base rentals in twelve equal monthly installments, each on the first day of every month each year during the term hereof. If the day upon which the term of the Lease shall commence is other than the Commencement Date above, then the rentals shall be apportioned accordingly.

	FISCAL YEAR	MONTHLY RATE	TOTAL ANNUAL PAYMENT
YEAR 1	May 1, 2017 – June 30, 2017 (2 months)	\$300.00	\$600.00
YEAR 2	July 1, 2017 - June 30, 2018 (12 months)	\$300.00	\$3,600.00
YEAR 3	July 1, 2018 - June 30, 2019 (12 months)	\$300.00	\$3,600.00
YEAR 4	July 1, 2019 - June 30, 2020 (12months)	\$300.00	\$3,600.00
YEAR 5	July 1, 2020 - June 30, 2021 (12months)	\$300.00	\$3,600.00
YEAR 6	July 1, 2021 - April 30, 2020 (10months)	\$300.00	\$3,000.00
TOTAL			\$18,000.00

SECTION 5. REPRESENTATIONS

5.1 LANDLORD represents that it is the lawful owner or lawful representative of the owners of the Leased Premises and that it has the right to lease the same as herein provided and does hereby guarantee quiet and peaceable enjoyment of the Leased Premises to TENANT.

SECTION 6. TENANT IMPROVEMENTS

6.1 TENANT shall not make improvements, additions or alterations to the Leased Premises without having first obtained written approval from LANDLORD.

SECTION 7. TENANT RESPONSIBILITIES

7.1 TENANT shall be responsible for the repair and maintenance of all office equipment and fixtures provided by TENANT. TENANT shall repair or replace any damage to the Leased Premises or the Building to the extent caused by the negligence of TENANT, its agents, employees or visitors.

SECTION 8. REIMBURSABLE SERVICES TO LANDLORD

8.1 LANDLORD shall provide to OCCUPYING AGENCY a monthly billing for any utilities and supplies used in the office space utilized by OCCUPYING AGENCY.

SECTION 9. TAXES AND INSURANCE

9.1 LANDLORD shall pay and bear all costs of real property taxes, personal property taxes, and all other taxes assessed against the Leased Premises. LANDLORD further agrees to keep the Leased Premises fully insured to protect the same from loss or damage by fire, vandalism and malicious mischief at all times during the term of this Lease Agreement.

SECTION 10. REPAIR AND MAINTENANCE

10.1 All repairs and maintenance of the Leased Premises shall be made at the sole cost and expense of LANDLORD, except for those stated in SECTIONS 7, 8 and 9 above.

SECTION 11. USE OF PREMISES

11.1 TENANT shall not, at any time, use or occupy or permit the Leased Premises to be used or occupied in any manner which would in any way violate any Certificate of Occupancy issued for the building, and shall not use or permit the Leased Premises to be used or occupied in whole or in part in a manner which may violate the laws, orders, ordinances, rules, regulations, or requirements of any department of federal, state, or city governments.

SECTION 12. TENANT'S PERSONAL PROPERTY & FIXTURES

12.1 All personal property and fixtures placed in or upon the Leased Premises by TENANT shall not become part of the Leased Premises and TENANT shall be privileged to remove the same at the termination or expiration of the Lease Agreement.

SECTION 13. TERMINATION & SURRENDER OF LEASED PREMISES

13.1 LANDLORD and TENANT may by mutual agreement terminate this Lease Agreement with ninety (90) day’s written notice to the other party in accordance with SECTION 16 below.

13.2 TENANT agrees to quit and surrender peaceable possession of the Leased Premises to LANDLORD when this Lease Agreement is terminated. Upon termination of this Lease Agreement TENANT shall deliver the Leased Premises to LANDLORD in good condition and broom clean, normal wear and tear excepted.

SECTION 14. TEMPORARY ACCOMODATION

14.1 In the event the LANDLORD constructs a new building, LANDLORD may require TENANT to relocate to a temporary location within the existing building or another suitable LANDLORD owned location. Such relocation shall be by mutual consent of the parties and such consent shall not be unreasonably withheld. LANDLORD shall then provide suitable space in the new facility.

SECTION 15. RELOCATION TO NEW BUILDING

15.1 In the event the LANDLORD constructs a new building, LANDLORD may require TENANT to relocate to a new location within the new building. It is anticipated that the new space will be approximately 100 square feet and LANDLORD will also make other amenities located within the new facility available to OCCUPYING AGENCY upon prior approval and scheduling with the Heber City Administration. Rent will remain the same as stated in SECTION 4 above despite any change in total square footage available to OCCUPYING AGENCY throughout the entire lease term.

SECTION 16. MANNER OF GIVING NOTICE

16.1 Any notice to be given by either party to the other pursuant to the provisions of this Lease or of any law, present or future, shall be in writing and delivered personally to the party to whom notice is to be given, or by certified mail, return receipt requested, addressed to the party for whom notice is intended at the address stated below or such other address as it may have designated in writing. Notice shall be deemed to have been duly given, if delivered personally, upon receipt thereof, and if mailed, upon the third day after mailing thereof.

If to Tenant:

Division of Facilities
Construction and Management
Attention: Real Estate and Debt Manager
4110 State Office Building
Salt Lake City, Utah 84114

If to Landlord:

Heber City
75 North Main Street
Heber City, UT 84032

With a Copy to:

Utah National Guard
12953 South Minuteman Drive,
Draper, UT 84020-1776

SECTION 17. GOVERNING LAW

17.1 This Lease shall be governed and construed in accordance with the laws of the State of Utah, without giving effect to the choice of law provisions hereof.

SECTION 18. DEBARMENT

18.1 The LANDLORD certifies that neither it nor its principals, contractors or subcontractors, including project and site managers, are presently, have been, or are under consideration for debarment or suspension, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency that uses federal funds.

18.2 If the LANDLORD cannot certify this statement, attach a written explanation for review by the State of Utah, Division of Facilities Construction and Management. The LANDLORD or its principals, contractors or subcontractors must notify the State of Utah, Division of Facilities Construction and Management Real Estate and Debt Manager within 30 days if debarred by any governmental entity during the contract period.

SECTION 19. AVAILABILITY OF FUNDS

19.1 Tenant and Landlord both acknowledge that Tenant cannot contract for payment of funds not yet appropriated by the Utah State Legislature and the United States Government and that the space requirements of this Lease Agreement may be altered by a federal act or an act of the Utah State Legislature occurring before the expiration of this Lease Agreement. Tenant, therefore, reserves the right for the above reasons to terminate the Lease Agreement at the end of each lease year by giving ninety (90) days' notice in the manner heretofore stated in this Lease Agreement.

TAB 5

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

TAB 6

ORDINANCE NO. 2016-14

AN ORDINANCE AMENDING SECTIONS 2.08.010 and 2.14.040, OF THE HEBER CITY MUNICIPAL CODE, *General Duties; Powers and Duties*.

BE IT ORDAINED by the City Council of Heber City, Utah, that Sections 2.08.010 and 2.14.040 of the Heber City Municipal Code are **amended** to read as follows:

2.08.010 General Duties

- A. The Mayor shall perform the duties which are, or may be prescribed by law, or by ordinance, and shall see that the laws and ordinances are faithfully executed.
- B. Pursuant to the authority to do so provided in Sections 10-3b-303(1)(b)(i)(A) and (b)(iii)(A) (U.C.A.), 1953, the following powers, authority and duties traditionally held by the Mayor in a six-member council form of government have been delegated to the City Manager:
 1. The City Manager shall be the chief administrative officer of the city to whom all **assigned**^[MS1] employees of the city report. The City Manager shall be responsible to the city council for the administration of all city affairs placed in his charge, and shall possess all the power and authority associated with said administrative duties.
 2. The City Manager shall act as the personnel officer of the city; to make appointments and dismiss from employment all **assigned** non-appointed employees, with the recommendation and advice of the various department heads.
 3. The City Manager shall have direct supervision and responsibility over the finance, engineering, and planning operations of the city and shall directly supervise the administration of the departments of the police, parks, public works, and cemetery.
 4. The City Manager shall act as purchasing agent for the city and approve all claims before presentation to the city council for payment; see that all goods purchased by and for the city are received as per contract.
 5. The City Manager shall serve as the budget officer and shall prepare the annual budget (to be construed as a financial estimate only) and keep the city council advised and appraised as to the financial condition and needs of the city.

2.14.040 Powers And Duties

1. Section 10-3-b30, (U.C.A.), 1953, provides that the Council in a municipality operating under a six-member council form of government may appoint a manager to perform executive and administrative duties or functions that the council by ordinance delegates to the manager.
2. The governing body of a city or town that appoints a manager under Subsection (1) shall, by ordinance or resolution, prescribe the powers, duties, and obligations of the manager.

3. The governing body may not delegate to the manager:
 - a. the mayor's legislative or judicial powers or ceremonial functions;
 - b. the mayor's position as chairman of the council; or
 - c. any ex officio position that the mayor holds.

Pursuant to the authority outlined in Sections 10-3b-302 and 10-3b-303-, (U.C.A), 1953, the powers, duties and obligations of the City Manager are as follows:

- A. The administrative powers, authority, and duties are delegated to the City Manager.
- B. The City Manager shall be the chief administrative officer of the city to whom all assigned employees of the city report. The City Manager shall be responsible to the city council for the administration of all city affairs placed in his charge.
- C. The City Manager shall act as the personnel officer of the city; to make appointments and dismiss from employment all assigned non-appointed employees, with the recommendation and advice of the various department heads.
- D. The City Manager shall have direct supervision and responsibility over the finance, engineering, and planning operations of the city and shall directly supervise the administration of the departments of the police, parks, public works, and cemetery.
- E. The City Manager shall act as purchasing agent for the city and approve all claims before presentation to the city council for payment; see that all goods purchased by and for the city are received as per contract.
- F. The City Manager shall attend meetings of the city council with the right to take part in the discussions but not to vote; shall recommend to the city council for adoption such measures as he may deem necessary or expedient.
- G. The City Manager shall serve as the budget officer and shall prepare the annual budget (to be construed as a financial estimate only) and keep the city council advised and appraised as to the financial condition and needs of the city.
- H. The City Manager shall notify the mayor and city council of any emergency existing in any department of the city.
- I. The City Manager shall perform such other duties as may be required of him by ordinance or resolution of the city council.
- J. Except for the purpose of inquiry, the city council and its members shall deal with the administrative service solely through the City Manager and neither the city council nor any member thereof or the mayor shall give orders to any subordinates of the City Manager, either publicly or privately.

This Ordinance shall take effect and be in force from and after (a) its adoption, (b) a copy

has been deposited in the office of the City Recorder and (c) a short summary of it has been published in the Wasatch Wave, but not prior to the ____ day of _____, 2016.

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

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

APPROVED:

Mayor Alan W. McDonald

ATTEST:

_____ Date: _____

RECORDER

Tab 7

RESOLUTION NO. 2016 - 13

A RESOLUTION AMENDING SECTION 3 OF THE HEBER CITY AIRPORT RULES AND REGULATIONS – OFFICIALS: AUTHORITY.

BE IT RESOLVED by the City Council of Heber City, Utah, that Section 3 of the Heber City Airport Standards are amended as set forth in Exhibit A, *OFFICIALS; AUTHORITY*.

Whereas, Heber City desires to amend Section 3 of the Heber City Airport Standards as they relate to the duties of the Manager; and

Whereas, the City believes it prudent, and that it would be helpful to the Council and City Staff to have an independent Airport Manager; and

Whereas, historically, the responsibilities and duties associated with the management of the Airport have been managed by the Heber City Manger in conjunction with his other duties administering the City; and

Whereas, the Council desires to have said duties, responsibilities and management under the direction of a full time Airport Manager.

NOW THEREFORE, BE IT RESOVLED, that the City Council, subject to and in accordance with all applicable local, state and federal rules, ordinances, statutes and laws, and the definitions and limitations in the Heber City Airport Standards, Section 3 of the Heber City Airport Standards are amended, *OFFICIALS; AUTHORITY*., as set forth in Exhibit A below. Correspondingly, the City Council authorizes, commencing immediately, for the following _____ months, and gives full authority and consent to the Airport Manager, under the direction of _____ to manage, direct and administer the Heber City Airport.

This Resolution shall take effect and be in force from and after its adoption and publication, for a period of _____ months.

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:

Mayor Alan W. McDonald

ATTEST:

_____ Date: _____
RECORDER

Exhibit A.

Proposed Revisions to the Heber City Airport Rules & Regulations; pg. 7

3. OFFICIALS; AUTHORITY:

3.1. City Airport Manager:

3.1.1. The Airport Manager is authorized to implement this title, the Airport Bylaws, the Airport Minimum Standards and the Airport Lease/Rates and Charges Policy^[MS1]; and to recommend to the city council such additional ordinances governing the use of the Airport as are necessary or desirable. This title, any administrative orders implementing it and any amendments thereto shall be available to the public.

3.2. Airport Manager:

3.2.1. The Airport Manager shall have full power to carry out, administer and enforce this title to oversee its implementation, to receive applications and reports, to issue permits, approvals, and authorizations and to make designations on behalf of the city as provided in this title, and to manage the Airport. The Airport Manager shall have full power to communicate and arrange snow removal and grounds maintenance with the Heber City Public Works Director and Parks & Cemetery Director as needed at the Airport; plus send invoices for bills, contracts, expenses; as well as budget proposals and other administrative and financial needs to the Heber City Manager under the authority and approval of the Heber City Council^[MS2].

3.2.2. The Airport Manager, his or her representatives, and the city police shall have the authority to take the steps necessary for the handling, policing and protection of the public while at the Airport.

3.3. AGREEMENT TO FOLLOW RULES:

3.3.1. Any person who enters upon or uses the Airport or its facilities or any part thereof impliedly agrees that a condition of that use is compliance with Airport ordinances, rules and regulations.

Tab 8

HANGAR
HANGAR GROUND LEASE AGREEMENT
HEBER CITY AIRPORT
LESSOR: HEBER CITY CORPORATION

LESSEE: _____

DATED: _____

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HANGAR GROUND LEASE AGREEMENT

LEASE AGREEMENT made this _____ day of _____,
_____, between HEBER CITY, herein called City, Lessor or Heber City, and _____
_____, herein called Lessee.

RECITALS

A. Heber City owns and operates at the HEBER CITY AIRPORT located in Wasatch County, State of Utah, herein called Airport.

B. Lessee desires to lease a parcel of land on the Airport premises for the purpose of erecting and/or maintaining an existing aircraft hangar owned by Lessee for the storage of aircraft.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

I. PREMISES. The City hereby leases to Lessee the Parcel of land only which is known as Hanger # _____ Daniel Hangar #1 at the Heber City Airport, Wasatch County Utah more fully described on Exhibit "A" attached and made part hereof.

II. TERM.

A. Subject to all other provisions of this Agreement regarding ~~termination~~ ~~reserved~~ ~~termination reserved~~ herein, the term of this lease shall commence on the _____ day of _____, ~~2012~~ ~~20~~ and end on the _____ day of _____, ~~2032~~ ~~20~~, a duration of twenty (20) years, hereinafter the "**Initial Term**," unless sooner terminated in accordance with the provisions hereof.

B. Subject to the conditions set forth herein, Lessee shall have the option to extend the term of this Agreement for two (2) additional periods of five (5) years each, hereinafter the "**Extended Term(s)**," provided Lessee is not in default in the payment of any rent or in default in any

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other provisions of this Agreement at the time of its exercise of any such option. With the exception of rentals due, the terms and conditions applicable during the Initial Term of this Agreement shall remain applicable during any Extended Term. The rent escalation shall continue throughout the Initial Term and any Extended Term as provided.

A-C. The City desires to offer Lessee an opportunity to enter into a new lease for the Leased Premises on the terms set forth in this Agreement upon the expiration of the last of the two (2) Extended Terms described in Section II.B. above, should they be exercised by Lessee. If Lessee desires to continue occupying the Leased Premises after the expiration of all two (2) Extended Terms, Lessee may request that the City grants a new lease agreement. Such a request shall be made by Lessee in writing and delivered to the City not earlier than three hundred sixty-five (365) days and not later than one hundred twenty (120) days prior to the expiration of the last Extended Term. If: (i) if Lessee is not then in default under any provision of this Agreement; and (ii) the City certifies the conditions of the lease have been met and agrees to offer to lease the Leased Premises to hangar tenants or an association of hangar tenants; and (iii) such a new lease would be consistent with the Airport's master plan then in effect and any and all federal rules, regulations, directives, guidelines or other obligations with respect to Airport, including but not limited to the "grant assurances" to the FAA ; then the City will offer Lessee a new lease of the Leased Premises, under such terms and conditions, including rental

rates and duration of the lease term and on the then-current lease form
being offered by the City.

Comment [MS1]: The Red Highlights are the most recent changes that I understand have been approved by the Airport Board and City Council

III. FIRST RIGHT OF REFUSAL TO RENEW LEASE. Lessee shall have the first right of refusal to renew this lease agreement on the condition that Lessee is not in default hereunder at the time of such renewal and provided the renewal term does not exceed five (5) years. To renew this Lease under the first right of refusal, Lessee shall provide a minimum of thirty (30) days written notice to Lessor prior to the expiration of the initial lease term stating Lessee's desire the opportunity to exercise his first right of refusal. The terms and conditions contained herein shall govern any renewal of this Lease unless otherwise agreed between the parties hereto. If Lessee fails to provide a minimum of thirty (30) days written notice to Lessor prior to the expiration of the initial lease term stating Lessee's desire to exercise his first right of refusal, Lessee then, as a result of inaction, loses the opportunity to exercise the first right of refusal and the Lease shall not be renewed.

IV. LESSEE'S RIGHT TO REMOVE IMPROVEMENTS. Upon the termination of this lease, Lessee shall have the right to remove any improvements erected by Lessee on the premises during the lease term or any renewal. Lessee, upon removal of any improvements shall restore the land to as good condition as it was in prior to the erection of any improvements thereon. Lessee hereby agrees that removal of any and all improvements shall be completed on or before sixty (60) days from termination of this lease. Lessee hereby consents and agrees that any improvements remaining on the premises after the sixty (60) day removal period shall at the option of the City be deemed abandoned and owned by the City without any claim or right whatsoever in Lessee.

V. RENTALS, FEES AND CHARGES. Subject to re-negotiation and change of rental rates as hereinafter provided, the Lessee agrees to pay the City for the use of the premises, facilities, rights, services and privileges granted herein, the following rental, payable to

Heber City.

A. Rental for the above-described parcel was paid for ~~2012~~ at the current rate of \$~~0.30~~, ~~337 cents~~ ~~32~~ per square ~~foot-foot for entire lease footprint of improved land and \$0.15 per square foot of unimproved land.~~

Parcel	Area	Rate
A	5,625 sq. feet	Improved Land
B	3,400 sq. feet	Unimproved Land

B. The rent of the above described land for each following year of the agreement shall be \$~~2,197.50~~, and is due and payable to Heber City Corporation, in advance, on the first day of each calendar year of the Agreement.

C. Rents provided for herein are subject to an annual change per the Consumer Price Index (C.P.I.).

D. All payments due the City under this Lease, including rent, that are not paid on or before thirty (30) days from the due date shall incur a late fee of ten (10%) percent for each 90 days or portions thereof that the amount remains delinquent.

E. All payments due the City under this Lease shall be delivered to the Heber City Corporation, 75 North Main Street, Heber City, Utah 84032 or as otherwise directed in writing by the City.

VI. USE OF PREMISES. The leased premises and any and all improvements located thereupon shall be used solely for conducting the following activities and shall not be used as overnight sleeping quarters:

- A. Storage of aviation related equipment
- B. Non-Aviation storage as an incidental use on the condition the

space is principally used for aviation purposes.

Lessee acknowledges that the premises may not be used for commercial purposes.

or as a fixed-base operator, or as a SASO, without Heber City Council approval, and without Lessee meeting ~~and~~ complying with ~~and obtaining approval for Heber City FAA~~ the minimum standards, ~~and any and all minimum standards of the International Building Code and International Fire Code.~~ -as may exist at that time for such operation.- Further, Lessee agrees to maintain the storage in this area in neat condition. ~~However, in the event that Lessee's~~

Comment [MS2]: Do we still want this restriction? It appeared that the Council may have wanted this to change and expand a bit.

~~commercial business does not involve or affiliate with aeronautical repair, maintenance, construction, fueling or other associated services associated with aeronautical type services, labor or work, Lessee's business shall not be subject to said FAA minimum standards, such as in the case of a retail or restaurant type business, or any other similar manner of business.~~
~~Commercial Lease Activities: Any sublease is not, by definition, a commercial activity. However, any such sublease shall be under the same standards and restrictions as the original Lessee, and if the sub lessee shall be required to obtain a SASO permit from the City for such commercial activity.~~

Comment [MS3]: I've added these provisions in response to some desires of the Council to attract or encourage other businesses that might not have to be under the same strict FAA minimum standards.

VII. CONSTRUCTION - IMPROVEMENTS. Lessee may make improvements on the premises. ~~Lessee, as additional rent, shall construct and maintain a paved aircraft ramp area on the Leased Premises (the "Ramp.>"). The Ramp must be designed and built to specifications, and for a minimum weight bearing capacity, established by the City, built to the full width of the Leased Premises, and to connect with adjacent taxiway, ramp and/or auto parking areas, in order that a continuous and safe pavement section results. If access to the Leased Premises is not available on existing taxiways and/or roadways, then Lessee may also be required to construct the same. It is the responsibility of Lessee to maintain the entire Ramp area, and all other pavement areas on the Leased Premises, in a manner, which is safe and clean of debris so as not to cause danger or unsafe conditions for taxiing aircraft and Airport users. Notwithstanding the foregoing, the City shall be responsible for snow removal on the aircraft Ramp area excluding any parking and side lots and excluding any area within three feet (3') of~~

any Hangar; provided, however, that priority of snow removal shall be in accordance with the City's Snow Removal Plan as it now exists or as it may be amended in the City's sole discretion. Lessee grants to users of the Airport the right to use aircraft Ramp areas on the Leased Premises from time to time for passage of aircraft on and near the adjacent taxiway. The construction time and default provisions of this Agreement shall be applicable to the Ramp described in this section.

VIII. OBLIGATIONS OF LESSEE.

A. Lessee agrees to notify the airport manager, in writing, within ten (10) days of its basing, of the registration number of the aircraft and the person(s) responsible for it, including off hours emergency phone numbers, for all aircraft stored on the leased premises.

B. Lessee shall be solely responsible for all costs or charges for utility services required by the Lessee during the term of this Lease.

C. Lessee agrees to maintain the demised premises including the interior of the hangar in a neat, orderly and safe condition, and free from waste, rubbish, snow or other hazards throughout the term of this Lease. Lessee shall not store or let stand any equipment or property belonging to the Lessee or under the Lessee's custody, outside the boundaries of the leased areas without prior consent of the City, except when such equipment or property is in the process of being loaded or unloaded. Should the Lessee fail to repair and maintain the leased premises in proper condition, the City shall so notify the Lessee in writing. If the Lessee then fails to make such repair or maintenance within ten (10) days after the notice has been sent the City may cause such repair or maintenance service to be made. Lessee agrees to pay all City's costs incurred thereby and reimburse the City therefore on demand. If said costs and expenses are not paid within fifteen (15) days after demand therefore, this Lease shall be deemed to be in default and the City shall be entitled to all legal remedies provided hereunder, including termination of this Lease.

D. Lessee shall exercise due and reasonable caution to prevent fire, accidents, hazards or nuisances on the premises. Should the Lessee fail to remove or abate said hazard or nuisance after being notified to do so, the City may abate said hazard or nuisance and charge the cost thereof to the Lessee as provided in C above or at the City's option to terminate the Lease.

E. Lessee agrees at its own expense to cause the premises and improvements and appurtenances thereto to be maintained in a presentable condition consistent with good maintenance practices. This shall include, although not be limited to, the obligations of the Lessee to maintain the premises in a clean, neat and orderly condition at all times, and to perform the necessary mowing and snow removal on the premises during the appropriate periods of the year. The Airport will assist in snow removal when capability and priority permit.

F. Lessee shall not erect, install, or cause to permit to be erected, installed or operated upon the premises herein any sign or advertising device without first having obtained the City's consent thereto. If the City consents it may set forth the size, construction, location and general appearance of any such permitted sign or device.

G. Lessee shall not have the right to sell or distribute any parts, fuels, oils, or similar products upon said demised premises or upon said airport pursuant to this Lease.

H. Lessee agrees to keep the demised premises free of any mechanic's or materialmen's liens or other lien of any kind or nature for any work done, labor performed or material furnished thereon at instance or occasion of the Lessee and the Lessee further agrees to indemnify and save the City harmless from and against any and all claims, demands, costs and expenses of any nature whatsoever from any such work done, labor performed or materials furnished.

I. Lessee shall obey all applicable rules, regulations, ordinances and laws that may be from time to time promulgated by the City, State and Federal Government or

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agency thereof.

J. Lessee agrees to cause to be removed from the premises at its own expense all waste, garbage and rubbish and agrees not to deposit same, except temporarily in connection with collection for removal in Airport designated locations, on any part of the premises or other property of the City constituting the Airport.

K. With respect to new construction the general design and appearance of the same must receive the approval of the Heber City Airport Board.

L. LEASEHOLD MORTGAGES

~~A~~.1. If Lessee shall execute a Leasehold Mortgage of its leasehold estate to an entity which is not directly or indirectly owned or controlled by, or is not under common ownership or control with Lessee (collectively, an "Unaffiliated Entity" hereafter), and if the holder of such Leasehold Mortgage shall provide the City with notice of such Leasehold Mortgage together with a true copy of such Leasehold Mortgage and the name and address of the Mortgagee, then following receipt of such notice by the City, the provisions of this Article 10 shall apply in respect to such Leasehold Mortgage.

~~B~~.2. The term "Leasehold Mortgage" as used in this Agreement shall include, but not be limited to, a mortgage, a deed of trust, a deed to secure debt, or other security instrument by which Lessee's leasehold estate is mortgaged, conveyed, assigned, or otherwise transferred, to secure a debt or other obligation, in connection with the construction contemplated by Articles 4.4 through 4.5, above.

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C-3. The City, upon providing Lessee any notice of default under this Agreement or termination of this Agreement, shall at the same time provide a copy of such notice to the Leasehold Mortgagee by first class U.S. mail at the address specified in the notice given pursuant to Section 10.1, above. Such Leasehold Mortgagee shall have the additional periods of time specified in Sections 10.4 hereof to remedy, commence remedying, or cause to be remedied the default or acts or omissions which are specified in any such notice. The City shall accept such performance by or at the instigation of such Leasehold Mortgagee as if the same had been done by Lessee.

4. Anything contained in this Agreement to the contrary notwithstanding, if any default shall occur which entitles the City to terminate this Agreement, the City shall have no right to terminate this Agreement unless, following the expiration of the period of time given Lessee to cure such default or the act or omission which gave rise to such default, the Leasehold Mortgagee is given an additional period of thirty (30) days to:

a. Notify the City of such Leasehold Mortgagee's desire to defeat such Termination Notice; and

b. Pay or cause to be paid all rent, additional rent, and other payments then due and in arrears as specified in the Termination Notice to such Leasehold Mortgagee and which may become due during such thirty (30) day period; and

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D.c. Comply with due diligence and continuity, or in good faith commence to and with diligence continue to pursue compliance with all non-monetary requirements of this Agreement then in default.

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5. The making of a Leasehold Mortgage shall not be deemed to constitute an assignment or transfer of this Agreement or of the leasehold estate hereby created, nor shall the Leasehold Mortgage, as such, be deemed to be an assignee or transferee of this Agreement or of the leasehold estate hereby created so as to require such Leasehold Mortgage, as such, to assume the performance of any of the terms, covenants or conditions of this Agreement. Any Leasehold Mortgagee who takes an instrument of assignment or transfer in lieu of the foreclosure of the Leasehold Mortgagee shall be deemed to be a permitted assignee or transferee, and shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of Lessee to be performed hereunder from and after the date of such purchase and assignment, but only for so long as such purchaser or assignee is the owner of the leasehold estate. If the Leasehold Mortgagee or its designee shall become holder of the leasehold estate and if the Hangar and Improvements on the Leased Premises shall have been or become materially damaged on, before or after the date of such purchase and assignment, the Leasehold Mortgagee or its designee shall be obligated to repair, replace or reconstruct the building or other improvements.

IX INDEMNIFICATION AND HOLD HARMLESS. Lessee expressly agrees to defend, protect, indemnify and hold harmless the City, its officers, agents and employees free and harmless from and against any and all claims, demands, damages, expenses, losses or liability of any kind or nature whatsoever which the City, its officers, agents or employees may sustain or incur or which may be imposed upon them for injury to or death of persons or damages to property arising out of or resulting from the negligent acts or negligent omissions of the Lessee, its officers, agents, employees or guests in their use or misuse of the demised premises. Lessee agrees to defend at its own cost, expense and risk all claims or legal actions that may be instituted against either the Lessee or the City, which arise out of the negligent acts or omissions of the Lessee. Lessee agrees to pay any settlement entered into and satisfy any judgment that may be rendered against either the Lessee or the City as a result of any negligent injuries or damages which have resulted from or are connected with this Lease or the occupancy or use of the demised premises by the Lessee, or its officers, agents, employees or licensees, including reasonable attorney fees.

X. HEBER CITY ORDINANCES. Lessee hereby acknowledges the applicability of the Heber City Municipal Ordinances to this Lease Agreement. Lessee hereby acknowledges notice of the terms, conditions and requirements presently contained therein and agrees, so far as said ordinance applies to persons such as Lessee herein, to comply with such ordinances as now in effect or as it may be amended during the term of this Lease or any renewal. **Specifically, the terms and conditions of Title 15 as currently existing or as may be amended are incorporated herein by reference and made part hereof as though written herein.**

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XI. INSURANCE. Concurrent with the execution of this Lease and as partial performance of the obligations assumed under paragraph IX, (INDEMNIFICATION AND

HOLD HARMLESS) hereof, the Lessee shall have from a reliable insurance company or companies authorized to do business in the State of Utah, liability insurance in such minimum amount as may be required by Heber City pursuant to reasonable exercise of its municipal powers.

The above insurance policy or policies shall contain an endorsement which provides that the Lessee is named insured as it pertains to said leasehold. Lessee shall provide the City with written evidence of said insurance at all times this Lease is in effect.

All insurance policies secured by the Lessee providing the coverages which affect the leasehold premises required under this Lease shall require each insurer to notify the City by registered or certified mail of any modification, termination or cancellation of any policy of insurance that affects the leasehold premises no less than thirty (30) days prior to the effective date of such modification, termination or cancellation. Notice by the insurer shall be effective upon the receipt of said notice by the City. In addition to any other requirements of this Lease, the Lessee shall notify the City of any modification which affects the leasehold premises, termination or cancellation of any policy of insurance secured by the Lessee pursuant to this paragraph as soon as the Lessee learns of any such modification, termination or cancellation. Each of said policies shall stipulate that the policy provided coverage is not subordinate to nor contributing with any other insurance coverage held or maintained by the City. The procuring of such policy or policies of insurance shall not be construed to be a limitation upon the Lessee's liability or a waiver of performance on the Lessee's part of the indemnification and hold harmless provisions of this Lease; and the Lessee understands and agrees that notwithstanding any policy or policies of insurance it remains the Lessee's obligation to protect, indemnify and hold harmless the City hereunder for the full and total amount of any damage, injuries, loss, expense, costs or liabilities caused by or in any manner connected with or attributed to the negligent acts or omissions of the Lessee, its officers, agents, employees, licensees or the operations conducted

by the Lessee, or the Lessee's use, misuse or neglect of the premises described herein.

XII PERMITS, LICENSES AND CERTIFICATES. Lessee shall obtain any and all permits, licenses and certificates which may be required in connection with the improvement and use of the demised premises and aircraft operations. Lessee shall comply with all applicable federal, state and local laws and regulations and the Lessee shall keep in effect any and all licenses, permits, notices and certificates as are required.

XIII ASSIGNMENT.

- A. Lessee shall not assign this Lease, or sublease any part of the premises without prior written approval of the City which approval shall not be unreasonably withheld. However, a 1% transfer fee or \$100.00, whichever is the greater amount, shall be paid to the City based upon the current assessor's valuation at the time of the assignment or transfer of the lease or sale of the hangar. The City hereby agrees that this Lease may be assigned as security for any hangar construction related loan required by Lessee, provided that such assignment permits Lessee to remain in possession except in the event of foreclosure. In the event of foreclosure or forfeiture by the holder of such security, the City consents to further assignment to any person, firm or corporation which is fully competent and has the necessary facilities, experience and financial resources to perform the obligations contained in this agreement on the part of the Lessee to be performed, provided such proposed assignee shall expressly assume said obligations in writing. In the event that Hangar is sold prior to the end of term, a new lease for the Buyer may be entered into between Heber City and Buyer at the above mentioned Term and Rate consistent with market value as well as the 1% Transfer fee based on appraised value of said Hangar, at the sole discretion of the City.
- A.B. Right of First Refusal for Assignment – If at any time Lessee desires to sell, assign, or otherwise transfer its interest under this Agreement, including the

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Improvements existing on the Leased Premises, to a Buyer, and has obtained a bona fide offer for such sale. Lessee must first offer to sell, assign, or otherwise transfer such interest to the City, at the price and on the same terms as such bona fide offer, and the City shall have the right to purchase Lessee's interest under such terms. Such offer must be in writing and state the name of the proposed transferee and all of the terms and conditions of the proposed transfer. The City shall have the right for a period of ten (10) business days after receipt of the offer from Lessee to elect to purchase Lessee's interest (such ten [10] day period referred to as the "Election Period"). If the City does not desire to purchase Lessee's interest, Lessee may then sell, assign, or otherwise transfer its interest in this Agreement to the person making the said offer, at the price and terms set forth in the offer, subject to the requirements of Section XII.A above. If Lessee fails to close such sale within sixty (60) days after the expiration of the Election Period, any proposed sale, assignment or other transfer thereafter shall again be subject to this Section. This right of the City shall be continuing and shall survive any sale, assignment or other transfer of Lessee's interest under this Agreement. The intent of this Section is to require all of Lessee's interests in this Agreement be sold, assigned or otherwise transferred intact, without fractionalization.

XIV RIGHT OF ENTRY AND INSPECTION. The City hereby reserves the right to enter into and upon the leased premises and any improvements thereon at all reasonable times and for all reasonable purposes without prior notice. The City or the airport manager or its or his designated representative shall have the right to exercise this right of inspection. To facilitate such access, the Lessee shall have the obligation to provide the Heber City Airport Manager a key, or the security access entry number to the Hanger.

XV RULES AND REGULATIONS. The City shall have the right to adopt and enforce reasonable rules and regulations with respect to the use of the airport and the public

terminal building and appurtenances, provided that such rules and regulations shall not be inconsistent with safety and with rules and regulations of the Federal Aviation Administration with respect to aircraft operations at the airport.

XVI GOVERNMENTAL RESERVATIONS AND RESTRICTIONS.

A. During the time of war or national emergency, the City shall have the right to lease the landing area, or any part thereof, to the United States Government for military or naval use, and if such Lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the lease to the government, shall be suspended.

B. The City reserves the right to further develop or improve the airport as it sees fit, regardless of the desires or views of the Lessee and without interference or hindrance from Lessee.

C. There is hereby reserved to the City, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises hereby leased, together with the right to cause such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from or operating on the airport.

D. The City reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstructions together with the right to prevent the Lessee from erecting, or permitting to be erected, or maintaining any building or other structure on or adjacent to the airport which, in the opinion of the City, would limit the usefulness of the airport or constitute a hazard to aircraft. It is understood and agreed that nothing in this Lease shall be construed to grant or authorize the granting of any exclusive rights to Lessee within the meaning of the civil Aeronautics Act.

XVII THE CITY'S RIGHT OF CANCELLATION. In addition to all other remedies reserved by the City, this agreement, shall be subject to cancellation by the City should

one or more of the following events occur:

A. If the Lessee fails to pay when due the whole or any part of the amounts agreed upon for rents and charges and such default continues for sixty (60) days after the City has demanded payment in writing.

B. If the Lessee shall fail to perform or keep and observe any of the covenants and conditions contained in this contract to be performed, kept and observed by Lessee, and Lessee fails to correct any breach hereof after sixty (60) days written notice from the City or ten (10) days if the default constitutes a risk to the health or safety of others, then and in such event the City shall have the right at once to declare this contract terminated.

C. The City reserves the right to terminate this Lease upon giving four ~~months~~ month's written notice if the City has a need for the property for public purposes. In the event of a termination under this paragraph, the City must compensate the Lessee for the purchase cost of the improvement, the hangar, less depreciation based on straight line depreciation thirty years life expectancy if the Lessee elects to abandon the hangar or if the Lessee elects to remove the hangar the City must compensate the Lessee \$5,000.00 or \$1,000.00 for each remaining year of the Lease, whichever is the lesser amount.

XVIII LESSEE'S RIGHT OF CANCELLATION. In addition to all other remedies available to the Lessee, this agreement shall be subject to cancellation by the Lessee should any one or more of the following events occur:

A. The permanent and complete abandonment of the airport as an aviation facility.

B. The issuance by any court of competent jurisdiction of an injunction in any way preventing or restricting the use of the airport and the remaining in force of such injunction for at least thirty (30) days.

C. The breach by the City of any terms, conditions and covenants of

this agreement to be kept, performed and observed by the City and the failure to remedy such a breach for a period of thirty (30) days after written notice from the Lessee of the existence of such a breach.

D. The assumption by the United States Government, or any authorized agents of the same, of the operation, control or use of the airport and its facilities, in such a manner as to substantially restrict the Lessee from normal use, if such restriction is continued for a period of ninety (90) days or more.

XIX FORCE MAJEURE. If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason or act of God, flood, hurricane, tornado, earthquake, strikes, lockouts, which are beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delays; provided, however, nothing in this clause shall excuse the Lessee from the prompt payment of rental or other charges required hereunder to be paid by Lessee except as may expressly be provided elsewhere in this Lease.

XX DESTRUCTION OF PREMISES. Should the improvements to the demised premises be damaged or destroyed in whole or in part, by fire, earthquake or any other casualty at any time during the term of this Lease so that the same cannot be repaired within ninety (90) working days to substantially the same condition it was in immediately prior to the happening of such casualty, then either the City or the Lessee may, within fifteen (15) working days after the ninety (90) working days after the happening of such casualty, terminate this Lease as of the date of said casualty. Lessee shall proceed, within ninety (90) working days, with the restoration and reconstruction of the improvements on the demised premises to substantially the same condition in which they were in prior to the happening of the casualty. In no event shall the City be liable to the Lessee for any damages resulting to the Lessee from the happening of

such fire or other casualty or from the repair or construction of the demised premises or from the termination of this Lease as herein provided, nor shall the Lessee be released thereby from any of its obligations hereunder except as expressly stated in this clause.

XXI COSTS OF SUSTAINING AN ACTION FOR BREACH OR DEFAULT.

In the event either the City or the Lessee commences legal action against the other claiming a breach or default of this Lease, the prevailing party in such litigation shall be entitled to recover from the other reasonable attorney fees and all costs connected with said litigation.

XXII PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

XXIII ABANDONMENT. If the Lessee shall abandon or be dispossessed by process of law or otherwise, any personal property belonging to the Lessee and left on the premises after such abandonment or dispossession shall at the option of the City be deemed to have been transferred to the City; and the City shall have the right to remove and to dispose of the same without liability to account therefore to the Lessee or to any person claiming under the Lessee.

XXIV UNLAWFUL USE. Lessee agrees that no improvement shall be erected, placed upon, operated or maintained on the demised premises, nor shall business be conducted or carried on therein in violation of the terms of this Lease or any applicable law, statute, ordinance, regulation, rule or order of any governmental agency having jurisdiction hereover.

XXV LEASE SUBORDINATE TO AGREEMENTS WITH U.S.A. This Lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditures of Federal funds for the

development of the Airport.

XXVI DEVELOPMENT OF AIRPORT. The City reserves the right to further develop or improve the Airport as it sees fit, regardless of the desires or views of the Lessee and without interference or hindrance by the Lessee.

XXVII AIRPORT FACILITIES. Lessee is hereby granted the nonexclusive right, in common with all present and future users, to the use of such of the City's Heber City Airport public facilities as are designated by the Airport Manager from time to time. As an incident to all the other uses provided for in this Lease, the Lessee, its employees, authorized representatives, invitees, permittees, licensees, customers and patrons shall have the right to use all public waiting rooms and public lavatories provided such use shall be in common with others and may be suspended during any period when maintenance, repairs or improvements are being made thereto.

XXVIII BANKRUPTCY. Should the Lessee make an assignment for the benefit of creditors or should a voluntary or involuntary petition of bankruptcy or for reorganization or any arrangement be filed by or against the Lessee, or if the Lessee should become bankrupt or insolvent or if a receiver be appointed at the request of the Lessee's creditors (except as a receiver appointed at the request of the City) such action shall constitute a breach of this Lease for which the City at its option, may terminate all rights of the Lessee or Lessee's successors in interest under this Lease.

XXIX TAXES AND ASSESSMENTS. Lessee shall pay before delinquency, all taxes, license fees, assessments and other charges which are levied and assessed against and upon the premises, fixtures, equipment or other property caused or suffered by the Lessee to be installed, located or placed upon the leased premises. The Lessee shall furnish the City with satisfactory evidence of these payments upon demand from the City. Lessee acknowledges that this Lease may create a possessory interest subject to property taxation and that the Lessee may

be subject to the payment of property taxes levied on such interest. Lessee agrees to assume and pay any such assessment.

XXX MARGINAL CAPTIONS. The various headings and numbers herein and the grouping of the provisions of this Lease into separate section, paragraphs and clauses are for the purpose of convenience only and shall not be considered a part thereof.

XXXI AMENDMENTS TO BE IN WRITING. This Lease sets forth all of the agreements and understandings of the parties and is not subject to modification except in writing, duly executed by the legally authorized representatives of each of the parties.

XXXII SUCCESSORS IN INTEREST. The covenants herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto; and all of the parties shall be jointly and severally liable hereunder.

XXXIII NONEXCLUSIVE RIGHTS. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 1349, of the United States code.

XXXIV WAIVER OF RIGHTS. The failure of the City to insist upon strict enforcement of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the City may have and shall not be deemed a waiver of any subsequent breach or default by Lessee of the terms, conditions and covenants herein contained.

XXXV NOTICES. All notices given or to be given, by either party to the other shall be given in writing and shall be addressed or delivered to the parties at the addresses hereinafter set forth or at such other addresses as the parties may by written notice hereafter designate. Notices to the City and the Lessee shall be addressed as follows:

TO: HEBER CITY TO: LESSEE TO: ~~LESSEE~~

City Airport Manager c/o the City Recorder

Heber City

75 North Main

Heber City, Utah 84032

XXXVI HOLDOVER. In the event the Lessee shall hold over after the term granted herein, then such holding over shall be construed to be a tenancy from month-to-month only. Prepayment of rent beyond one month shall not be construed to alter or change the month-to-month status of any holdover tenancy. Lessee agrees to comply and abide with all other terms and conditions of this Lease in the event Lessee holds over after the term provided in this Lease expires.

XXXVII TIME. Time is of the essence of this Lease.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed, with all the formalities required by law on the respective dates set forth opposite their signatures to be effective the day and year first above written.

HEBER CITY, a Municipal Corporation

LESSEE:

APPROVED:

By: _____ Date: _____

Date: _____
Mayor,

By: _____ Date: _____

ATTEST:

Date: _____
City Recorder,

APPROVED AS TO FORM:

Date: _____

Airport Manager,

Heber City Airport – Russ McDonald Field K36U Hangar Construction and Design Standards

Effective June 30, 2016

Introduction

These specifications shall be known as the Heber City Airport Hangar Construction and Design Standards

Purpose

The purpose of these design standards is to ensure development of consistent high quality, to protect and enhance the investment of all those locating within the Airport Layout Plan (ALP). These standards provide a basis for directing and evaluating the planning and architectural design of improvements to each building site.

1.0 Goals

The following goals form the basis for these design standards:

- Economic – Protection of property values and enhancement of investment
- Function – Encouragement of imaginative and innovative planning of facilities and sites and flexibility to respond to changes in market demand
- Visual – Variety, interest and a high standard of architectural and landscape design
- Social – Amenable working environment, which is integral part of the community
- Safety – Utilize safe building practices both during all construction practices including respect for all aircraft and airport operations.

2.0 General Provisions

Buildings may not be constructed on airport property unless approved by the Airport Board, the Heber City Planning & Zoning Dept and the Heber City Building Dept for conformance in each of the following areas:

- 2.1 Current Airport Layout Plan (ALP) and Terminal Area Development (TAD) plans.
- 2.2 All applicable building restriction lines and height restrictions.
- 2.3 Interference with any Airport or Federal Aviation Administration radio or guidance equipment due to location or type of structural material.
- 2.4 Minimum structural standards as appended
- 2.5 Access to the proposed building including any required easements, roads or taxiways.

- 2.6 An approved Aviation Ground Lease with the City of Heber. Such a lease to include all areas deemed necessary to the normal use of the building. Minimum separation beyond the outermost perimeters of the structure shall be in accordance with the ALP. This provision may be waived, in whole or in part, by the Airport Board to facilitate Airport operations or access. Requests for waiver must be in writing, shall state the reason for the waiver and shall state in detail the mitigating measures to be taken with respect to the potential adverse impacts that may arise from granting the requested waiver.

3.0 Application

These standards shall apply to all properties in the ALP and are in addition to any other jurisdictional requirements including but not limited to Zoning Ordinances and Building Codes of the City of Heber.

- 3.1 Copies of all structural plans, site plans, and material specifications developed by a certified architect and/or engineer shall be provided to the City for review and approval and upon approval shall become the property of the City.
- 3.2 The City or its Agent shall make frequent inspections during construction of any approved building. No changes to, or variations from approved plans and specifications shall be permitted unless approved in writing by the authorized Agent.
- 3.3 Construction of any approved structure or material component thereof may not commence until the following documents or proofs thereof are provided to the Agent.
 - 3.3.1 Contractor's Comprehensive General Liability Insurance and Automobile Liability Insurance policies in an amount not less than Seven Hundred Fifty Thousand Dollars (\$750,000) for injuries, including accidental death, to any one person and subject to the same limit for each person, and in an amount of not less than One Million Five Hundred Thousand Dollars (\$1,500,000) on account of one occurrence. Contractor's Property Damage Liability Insurance shall be in an amount of not less than Five Hundred Thousand Dollars (\$500,000).
 - 3.3.2 Property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interest of the Lessee, the Contractor, and Subcontractors in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief.
 - 3.3.3 A performance, Material and Labor Payment Bond payable to the City of Heber in an amount equal to the entire cost of the project. A one year

maintenance bond equal to 10% of the amount of the Performance, Material and Labor Payment Bond shall be required upon substantial completion of the work.

- 3.4 In the event of any failure on the part of any Lessee to comply with Airport requirements or any failure to complete a construction project according to the approved plans and specifications, or within a reasonable time as determined by the City, shall be cause for the City to revoke any ground lease with the Lessee of the project and require that the structure be removed from the airport property. In addition to the foregoing remedies, the City shall retain all other remedies provided by the lease terms or provided by law.

Minimum Standards for Hangar and Buildings on Heber City Airport Property

Appendix A-1: General Requirements

A-1 This general section requires permits for building, plumbing and mechanical and electrical.

A-1.1 All structures shall be designed and constructed in accordance with the Building, Plumbing, Mechanical and Electrical Codes as adopted by the State of Utah and Heber City.

A-1.2 All plans must be approved by all required local or state Building Inspection offices and all permits must be obtained before construction begins.

A-1.3 All building, electrical, plumbing, mechanical or any other work that is governed by Federal, State, or local licensing regulations will be performed only by individuals or companies so licensed.

A-1.4 All construction shall be in compliance with all applicable zoning regulations, FAA regulations, height restrictions, and other regulations issued by any agency having jurisdiction over work or projects within the scope of these standards, shall apply.

A-1.5 Heber City must approve the schedule for all building and fire inspections, and inspections on all other associated work and said approved schedule shall become binding upon the applicant unless modification of said schedule has been approved in writing by the City.

A-2 SPECIAL REQUIREMENTS

A-2 In addition to the General Requirements, the following Special Requirements are emphasized or added to promote safety and insurability of structures on airport properties and to maintain the value of airport properties.

A-2.1 Footings and Foundations

Footings and foundations shall extend a minimum of one foot below normal frost depth. Any enclosed structure not designed with a continuous perimeter footing-foundation shall be provided with an approved, continuous perimeter frost barrier^[MS1].

A-2.2 Structural Strength and Materials

The International Building and Fire Codes, and all construction Uniform Building Code or the Building Codes currently adopted by the jurisdiction shall apply as to allowable materials and structural strength for the structure class or type as determined by use, seismic zone, wind and snow loads.

The fire ratings of structures used for the storage of aircraft, motor vehicles, and flammable or hazardous materials shall comply with the Building Code and any Federal, State, or Municipal Fire Codes and are subject to approval by Wasatch County's Fire Marshall.

A-2.3 Framing

All framing shall be of metal.

A-2.4 Exterior

All exterior surfaces must be pre-finished aluminum, steel or CMU (concrete). No painted wood or other materials may be used.

All exterior materials and colors must be submitted to the City for approval before construction starts. A standard color will be identified and registered with the City. No galvanized metal shall be used on any exterior surface.

A-2.5 Exterior Finishes

Wood- No wood or wood composite siding or roofing shall be allowed.

~~Exceptions to this rule may be granted by the Heber City based on aesthetics or airport operational requirements.~~ However^[MS2], no

exception shall be granted that would modify the requirements of Section 2.1.2. Requests for exceptions to this requirement must be made in writing at the time of initial plan approval.

Steel - The minimum gauge of steel used for roofing or siding shall be twenty-eight (28) and shall be factory finished in a color approved by the City and warranted by the manufacturer as to color fastness for a minimum of twenty (20) years.

Concrete – The use of CMU, poured or preformed concrete walls must be first approved by Heber City.

A-2.6 Floor and Ramp Construction

All floors must be constructed of concrete having a minimum of four inch thickness and shall include steel reinforcement of a type approved by the City. A stiff broom finish is required on exterior ramps if made of concrete.

A-2.7 Doors

Bi-fold doors are recommended because of their ease of operation during the winter months. Approved swing out, overhead or sliding doors may also be used. All pedestrian doors must be of pit-finished metal construction.

A-2.8 Drainage

The gradient of the finished floor of any proposed structure and the surrounding surfaces shall provide for positive flow of water away from hangar structures. In areas where no storm sewer exists, the City may require the installation of inlets and pipe designed for anticipated maximum flow and loading to be installed and attached to the existing storm sewer system. An approved system of oil/water separators may be required to prevent contamination of surface or ground water resources.

Oil/Water Separators. Aviation repair facilities and paint shops, dealerships, fuel stations, equipment degreasing areas, and other facilities generating wastewater with oil and grease content are required to pre-treat these wastes before discharging to the sanitary sewer system. Pre-treatment requires that an oil/water separator be installed and maintained on site.

Oil/water separators for commercial/industrial processes must be sized on a case-by-case analysis of wastewater characteristics. Typically a minimum capacity of 750 gallons is required for small fuel stations, aviation repairs, and light commercial sites; 1500 gallon capacity for large-scale aircraft washing and steam cleaning facilities. The ultimate discharge must be directed to the sanitary sewer system. All units regardless of size shall be fitted with a standard final-stage sample box and spill-absorbent pillows.

Oil/water separators shall be commercially manufactured and sized for the intended discharge rates for the facility where it is to be installed.

A-2.9 Landscaping

The City may require landscaping due to location or use of a structure. All plans for landscaping shall be approved by the City.

A-2.10 Utilities

Connection to electric, gas, culinary water, sanitary sewer and telephone shall be the responsibility of the Lessee. All new electric, cable TV and telephone lines shall be placed underground. Upon completion of construction, a plot plan showing the exact location of all Lessee installed utilities shall be given to the City.

No trenching or excavation shall commence until all pipes and lines in the area have been located. The City and utility companies shall be contacted for locations. The Lessee shall be responsible for any damage to existing utilities or communications lines.

A-2.11 Access

Under no circumstances will an uncontrolled opening in the Airport's security fence be allowed. Automatic gate access protocol must always be followed.

A-2.12 Further restrictions or requirements may be imposed by the Airport Manager when, in his judgment, such restrictions or requirements are necessary to insure safety, airport operations, aesthetics, or property value.

A-3 NOTICE TO PROCEED

A-3.1 When satisfied that applicable provisions of this directive have been, or will be fulfilled; the City will issue a letter notifying the Lessee to proceed with the approved work.

A-3.2 Any loss incurred due to work performed, materials purchased, or subleases signed by the Lessee prior to receipt of a Notice to Proceed shall be the Lessee's responsibility.

Tab 9

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

Tab 10

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

Tab 11

LEASE AGREEMENT

(Limited Conditional Use License)

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between HEBER CITY MUNICIPAL CORPORATION, hereinafter called "Heber City" and DAVE'S CUSTOM SHEETMETAL/AIRCRAFT, hereinafter called "Operator."

WITNESSETH:

(1) In consideration of the covenants and agreements hereinafter set forth, Heber City hereby grants to the Operator, for the term of one year from the date of this Agreement, a limited conditional use license for the right to conduct operations as an aircraft restoration service, at the Heber Valley Airport situated in Wasatch County, State of Utah.

(2) Except as may be mutually modified herein by the Parties, Operator agrees to comply with all the laws of the F.A.A. and the State of Utah which pertain to and govern service providers, business owners, 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 were in effect prior to 2004 which pertain to the flying and operation of aircraft and the conduct, maintenance and operation of airports, and any service providers or businesses located thereon.

(3) The privilege granted to said Operator is for the purpose of operating An aircraft restoration service 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 as of March 5, 1987 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. Inasmuch as Operator's initial Leasehold with the City originated February 25, 2004, it is specifically intended that Operator should be subject to and obligated to the standards and requirements of the "Minimum Standards and Requirements for the Conduct of Commercial Aeronautical Services and Activities at Heber City Municipal Airport", existing and binding as of March 5, 1987. The City however, reserves the right to require and amend said standards as they relate to Operator specifically 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 Operator agrees to pay in advance as an Operator fee for the said operation privilege a sum per year consistent with the fee schedule attached hereto as "Schedule A," which fee schedule may be amended from time to time by the Heber City Council. The Operator shall be subject to all other fees that the City may impose on operators at the airport as to a unit or volume of service and shall be responsible for the collections and/or payment of such flow fees and/or other taxes and fees as may be appropriately assessed. The City reserves the right to terminate this agreement by giving a 60 day notice in the event the Operator's operation interferes with the development of the airport as per the Master Plan. However, in such event the City agrees to negotiate in good faith a new agreement compatible with the Master Plan. The annual rent is payable in advance.

(5) The Operator agrees to maintain the premises so occupied and/or used by the Operator in a manner so that the Operator's acts, conduct and services do not detract from the general appearance of the airport. Operator shall provide and maintain and keep clean and sanitary any required

restrooms. The required restrooms (if any) shall be available to that portion of the public that has a legitimate reason for being on the airport property to the extent that the public is there in connection with Operator's operation. Operator shall further make a complete inspection at least once a week of all his/its facilities and service area at the airport and report immediately and abate any hazardous or dangerous conditions. Operator agrees to maintain his/its facilities and equipment in good and serviceable condition so as to serve the interest of the public and the City.

(6) Operator agrees that his/its facilities shall not be used as living quarters.

(7) Operator agrees to furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof.

(8) Operator is to charge fair, reasonable and not unjustly discriminatory prices for each unit of service, provided, however, that the Operator may make reasonable and non-discriminatory discounts, rebates, or other similar type of price reductions to volume purchasers or users.

(9) The Operator, 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.

(10) It is specifically understood and agreed that nothing herein contained shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act.

(11) This agreement is personal with the said Operator and cannot be assigned by him/it to any other person or entity except upon the written consent of Heber City. Nor is the Operator bound by any standards that may be different or in conflict with his initial 1987 obligations, or imposed upon the Leasehold of his Parent Lease, "Cobb Family", with Hanger 9. Any such lease and requirements are intended to be separate and specifically an agreement and obligation between that

separate lease hold for Hanger 9 with Cobb and the City.

(12) Operator may not place buildings or other improvements upon the airport facilities without requesting and receiving permission from the City. Unless otherwise approved by the City in writing the Operator shall be further restricted as follows:

12.1. Operator shall not be allowed to park any aircraft outside his Hanger, or anywhere outside his Hanger on his leased property.

12.2. Operator shall only perform work inside the Hanger. Operator shall be prohibited from doing any work outside the Hanger.

12.3. Operator shall keep the taxi-way clear, and not impede any vehicular or aircraft traffic or movement outside or around the Hanger.

(13) The Operator specifically agrees sixty (60) days before the end of each year to make an appointment and meet with the City Council of Heber City to review his/its airport operations. 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 there under and for the formulation of rules, regulations and policies to be implemented for the future operations.

(14) The Operator agrees to hold Heber City harmless from any damages or liability arising out of the Operator's, his/its agents' and employees' occupation, maintenance, management, or commercial activities at said airport. In this regard, the Operator agrees that it is his/its duty to inspect and maintain against all hazardous conditions that may exist or develop at his/its facilities. The Operator agrees to provide liability insurance, which insurance shall be in the minimum amount set as per current insurance limits for defined Aeronautical Activities at municipal airports for Special Service Operators.

(15) The Operator shall at the request of Heber City supply to the Heber City Recorder an

annual report which shall include gross income from all sources, together with a statement of expenses. This 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.

(16) Operator may apply for a renewal of this operation privilege; however, Heber City may elect not to renew for cause in the event the Operator has not performed under the standards of this agreement.

(17) In case the Operator shall fail to pay the rent as herein provided or in case he/it shall default in or fail to keep any of the other covenants to be performed by him/it, more than three (3) violations of this title during any three (3) month period by lessee, its agents or employees; or any other pattern of violations that manifests reckless disregard for the health, safety and general welfare of the public and/or Airport users, and shall fail to remedy said default within a period of thirty (30) days after written notice of said default, he/it, shall be a material breach which may terminate the agreement at the option of the City. The City shall not exercise this option until it has notified the lessee and given the lessee a reasonable opportunity to retrain employees or to otherwise demonstrate that lessee, its employees and agents can and will conform. In addition to the above penalties, this agreement may be canceled by the City if the lessee fails to pay, when due, the whole or any part of the amounts agreed upon for rents and charges, and such default continues for thirty (30) days after the City has demanded payment in writing, then, subject to the sole discretion of the City, lessee shall forfeit all rights that he/it may have under and by virtue of this agreement and agrees to vacate the airport and cease and desist his/its operation on said premises within thirty (30) days of written notice, during which time Operator has the right to a City Council hearing.

CLERK AND RECORDER

HEBER CITY MUNICIPAL CORPORATION

Attested:

Michelle Limon , City Recorder

By: _____
Alan W. McDonald, Mayor

DAVE'S CUSTOM SHEETMETAL/AIRCRAFT

By: _____
Operator and President

“SCHEDULE A”

SPECIAL SERVICE OPERATOR FEE SCHEDULE

Gross Sales	Fee
1 - 25,000	220.00
25,000 - 50,000	495.00
50,000 - 100,000	825.00
100,000 - 150,000	1,100.00
150,000 - 250,000	1,320.00
250,000 - 400,000	1,787.50
400,000 +	2,200.00

The annual fee is payable in advance based upon estimated gross sales which shall be the minimum fee for that year. If the annual report required by paragraph (16) shows the gross receipts to have exceeded the estimated gross sales, then the deficiency plus twenty percent shall be paid and the paragraph (16) gross receipts shall be the figure used to set the minimum fee for the following year.

Tab 12

CV for Michael Greenhawt

Michael Greenhawt grew up in southern Wyoming and moved to Utah at the age of 14. He gained his Private Pilot License at age 19 and then went on to attend Utah State University before relocating to Seattle, WA with his now wife of 19 years.

While continuing to fly and pursue his goal of becoming an airline pilot he attended the University of Washington before relocating again to Farmington, NM for his final flight training. He graduated from San Juan College in 2000 with a degree in Aviation Technology.

Michael was hired by Mesa Airlines in May of 2000 to fly the EMB-145 regional jet on the east coast for US Airways Express. He was originally based in DCA (Washington D.C.), then relocated to Charlotte, NC where he was based until 2005. Michael was also based in Orlando, Atlanta, and Washington Dulles from 2005-2007 where he attained the position of Check Airman to train new hire pilots, transition pilots, and Captain upgrades in the EMB-145.

In February 2007, Michael was hired by JetBlue Airways to fly the Airbus A320/A321. Based in NYC for the first 4 years with the airline, he commuted from Charlotte to New York before having the opportunity to return to Utah.

In the summer of 2011 Michael, his wife Soni and 2 children moved to Heber City from Charlotte, which coincided with his transfer to Long Beach, CA with JetBlue.

He possesses an ATP (Airline Transport Pilot) certificate with over 11,000 hours in jet aircraft. Michael has taken the opportunity to help foster the love of flying to today's youth by speaking at schools, libraries, and recently began mentoring young pilots trying to navigate their way to the airlines.

Michael has spent many years coaching youth baseball as well. All together 12 seasons coaching. He has been selected twice to coach the All-Star teams by his fellow coaches and league leadership while residing in North Carolina. Michael continues to work with his son who has moved on to play baseball at Wasatch High School.

Hobbies include fly fishing, wake surfing, skiing, snowmobiling, cooking, flying, and golf.