

WORK MEETING

**AGENDA
AND
STAFF MEMO**

HEBER CITY CORPORATION
75 North Main Street
Heber City, UT 84032
City Council Work Meeting
September 1, 2016

4:00 p.m. Work Meeting

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

- I. Call to Order
 1. Discussion Regarding Form-Base Code
 2. Ryan Davis, Review of Final Plat Approval for the Meadows at Southfield Subdivision Phase 1 and Phase 2 and Associate Subdivision Agreement
 3. Review Ordinance 2016-17, An Ordinance Amending the Consolidated Fee Schedule Appendix "A" (Consolidated Fee Schedule) Associated with and Pertaining to the Planning Commission Fees, Title 3.15, Heber City Municipal Code, Revenue and Finance
 4. Discussion Regarding Amendments to the Rules of Order and Procedure for the City Council of Heber City
 5. Update on Hangar Pad Sales
 6. Other Items as Needed

Ordinance 2006-05 allows Heber City Council Members to participate in meetings via telecommunications media.

In accordance with the Americans with Disabilities Act, those needing special accommodations during this meeting or who are non-English speaking should contact Michelle Eldredge at the Heber City Offices (435) 654-0757 at least eight hours prior to the meeting.

Posted on August 25, 2016, in the Heber City Municipal Building located at 75 North Main, Wasatch County Building, Wasatch County Community Development Building, Wasatch County Library, on the Heber City Website at www.ci.heber.ut.us, and on the Utah Public Notice Website at <http://pmn.utah.gov>. Notice provided to the Wasatch Wave on August 25, 2016.

Memo

To: Mayor and City Council
From: Mark K. Anderson
Date: 08/25/2016
Re: City Council Agenda Items for September 1, 2016

WORK MEETING

Item 1 – Discussion Regarding Form-Base Code: Tony Kohler will provide a staff report early next week after he has been able to discuss a few issues with the consultant.

Item 2 – Ryan Davis, Review of Final Plat Approval for the Meadows at Southfield Subdivision Phase 1 and Phase 2 and Associated Subdivision Agreement: Ryan Davis is coming before the Council to begin discussion about final plat approval for the Meadows at Southfield Subdivision Phase 1 and 2, a 44 lot subdivision. It has been represented that there are on-going progressing negotiations with the Hyde and Odell families regarding needed right-of-way for 1200 West (Southfield Road). Enclosed are copies of plats which reflect a modification to some lots in order to provide additional land to the Hyde and Odell properties as part of those negotiations. (See enclosed plat maps and staff report from Tony Kohler) Also included is a subdivision agreement that outlines the recommended terms under which subdivision approval would be granted.

Item 3 – Review Ordinance 2016-17, An Ordinance Amending the Consolidated Fee Schedule Appendix “A” (Consolidated Fee Schedule) Associated with and Pertaining to the Planning Commission Fees, Title 3.15, Heber City Municipal Code, Revenue and Finance: It has been discovered that the increased Planning Commission fees that had been discussed during the budget process were not properly reflected in the Consolidated Fee Schedule that was adopted in conjunction with the 2016-17 Operating Budget. Therefore, staff is bringing this revised fee schedule forward to better capture the costs that the City incurs to process development applications. See enclosed draft Ordinance and proposed Planning Commission fees.

Item 4 – Discussion Regarding Amendments to the Rules of Order and Procedure for the City Council of Heber City: Mayor McDonald has asked that this item be placed on the agenda for discussion. See enclosed proposed amendments to the Rules of Order and Procedure.

Item 5 – Update on Hangar Pad Sales: Enclosed is a memo from Paul Boyer outlining what those who bid on hangar pads ultimately decided based on the flexibility offered by the Council at the last City Council meeting. It appears that Paul has one other party that is willing to pay \$25,000 for a northeast facing pad that he would like to discuss with the Council. I concur with Paul that selling the remaining pads is a good idea as construction of these hangars at a later date will potentially impede the movement of aircraft to and from the runway and you can get a better asphalt product if the grading and paving are done in concert with all of the hangars. Lastly, the additional annual lease fees may offset any increase in the pad fee if the City holds the property for a higher price.

Item 5 – Other Items as Needed:

TAB 1

Re: Form Based Code

There are five discussion points in this report that have been brought up recently by the Council, Mayor, Heber Light & Power, and some members of the public. This report attempts to summarize these issues and provide a starting point for further discussion.

1. Heritage and Recreation District
2. 600 West and Highway 189 District
3. Mansion Style Housing
4. Yard Building Lot Split
5. Non-Conforming Yard Buildings

In addition to these issues, Thomas Eddington and I have worked with the City Engineer to formulate a strategy for a transition from current road standards to the proposed Form Based Code road standards. Mr. Eddington will present his recommendations to the Council on September 1, 2016.

The Council has indicated a desire to hold a public hearing for the Form Based Codes. We have tentatively scheduled the Senior Citizen/County Library for holding a public hearing at 6 pm on September 29. If the Council is comfortable with that date and time, we can begin notifying the public of the public hearing.

Attached is a draft hearing notification letter to be sent to all affected property owners. Please provide feedback to staff if this is the form of notification preferred by the Council. As discussed at the last meeting, additional forms of public notification include:

1. KTMP Radio Station
2. KPCW Radio Station
3. Parlant text, email, or phone call
4. City Website
5. Wasatch Wave Official Public Notice
6. Wasatch Wave "Did You Know" front page notice
7. Public Notice Sign on City Hall property

A. HERITAGE AND RECREATION DISTRICT

Heber Light and Power (HL&P) and Mayor McDonald have expressed concern the proposed Heritage & Recreation (H&R) District designation may make it difficult to 1) complete a planned and needed substation at the HL&P facility, 2) upgrade generators at that facility, and 3) install and upgrade overhead powerlines throughout the city. The City Council has also expressed concern about needing a Limited Bay building type in the Public Facilities & Recreation District for the city public works facility, and that facility has a need for outdoor storage.

The current code is deficient of the necessary standards by which to judge a conditional use for a transmission line, substation, and generator facility, and the city should adopt standards into the code for this use, whether the form based code is adopted or not. The proposed FBC adopts these standards.

The existing zoning ordinance (see code sections below) follows a philosophy of permitting necessary utility uses by right in the industrial zone where egregious uses are more acceptable. Sometimes those utility uses are necessary within other zones in the city, and in those areas, utilities

become conditional uses to offset potential negative impacts to surrounding land uses. Heber Light & Power would like the city to incorporate the changes shown below into the proposed form based code, to permit utilities by right with development standards in the Heritage and Recreation District, and also permit utilities in other parts of the city through a conditional use process.

Current Zoning Standards for Utility Structures

Section 18.28.030 Z. C-2 & C-4 Zone Permitted Uses

Utility buildings and public buildings;

Section 18.44.020 I. Permitted Uses (I-1 Zone)

Water wells, utility transmission lines, dams, pumping plants, power plants, sewage treatment plants subject to review and approval of the State Division of Health;

Section 18.45.020 H. Permitted Uses (I-2 Zone)

Water wells, utility transmission lines, dams, pumping plants, power plants, sewage treatment plants subject to review and approval of the State Division of Health;

Section 18.64.020 N. Permitted Uses (RA-2 Zone)

Water reservoirs, ponds, dams, water pumping plants and pipelines, flood control structures, public utility buildings (except power plants), water wells, utility transmission lines and substations, sewage treatment plants subject to review and approval by the State Division of Health;

Section 18.108.050 Utility Buildings and Structures

Water, sewer and electric buildings and structures may be constructed in all residential zones subject to the approval of the Board of Adjustment. The board of adjustment may require conditions which are reasonably necessary to protect surrounding property values and residential amenities.

1. RECOMMENDATIONS FOR HERITAGE AND RECREATION DISTRICT

- a) Rename the “Heritage and Recreation District” to “Public Facilities and Recreation District”.
- b) Amend the intent of the Public Facilities and Recreation District as shown.
- c) Amend Table 4.1 on page 38 to Permit “Utility and Infrastructure” through a conditional use permit for “Utility and Infrastructure” in all other districts.
- d) Add “Limited Bay” as a building type permitted within the Public Facilities and Recreation District on Table 5.1 on page 42.
- e) Amend the proposed Utility and Infrastructure Standards on page 35 of the Form Based Code as shown below in Section 4.0 Uses: 13. Utility and Infrastructure to remove subjectivity from the development standards for those uses.
- f) Permit with development requirements, the ”outdoor storage of goods” in the Public Facilities and Recreation District.
- g) Insert a new section 6 on page 37 of the FBC, standards for Outdoor Storage.

3. ~~Heritage & Recreation (H & R) Public Facilities and Recreation (PFR)~~(Page 26)

The ~~Heritage & Recreation District Public Facilities and Recreation~~ helps support the downtown core but with a recreation ~~& city heritage~~ focus. The ~~Heritage & Recreation District PFR~~ allows all of the same uses as the Historic Core & Village Districts but has additional building types permitted to allow for the flexibility needed to accommodate recreation and public facility uses. The storefront building type that comprises this district defines the street wall with storefront glass windows. Upper stories of the storefront building may be utilized for employee or business owner living space. Preserving and building upon the existing recreational uses, job creation, and utility needs of the community & opportunities is important in this area.

4.0 Uses: 13. Utility and Infrastructure.

A lot that is primarily utilized for the City's infrastructure needs. Utility and infrastructure includes such uses as electric or gas services, transmission lines, sewage treatment, water treatment and storage, and energy conversion systems, and does not include city power poles and/ or power distribution lines less than 46 kv. In all districts, utilities & infrastructure with development requirements ("6"), the following apply:

- ~~1. Health and safety; The health and safety of the public is dependent upon the facility being at this location.~~
- ~~2. Location; There is no feasible alternative location where the facility is an allowed use that would have less impact on the residential character or identified scenic and environmental resources. Proof of a location-specific need must include:
 - ~~a. A broad review of other, similar or nearby, areas;~~
 - ~~b. A review of specific alternative sites is not required; but the review of "other areas" must show that those areas cannot reasonably accommodate the proposed use.~~~~
3. Livability and Site Standards; Detrimental impacts shall be mitigated to the greatest extent feasible; the Planning Manager will review and determine the following taking into account and address such factors as:
 - a. Hours of operation;
 - b. Number of vehicle trips to the site and impact on surrounding properties;
 - c. Elimination of noise, vibration, dust, odor, fumes, glare, smoke, etc.
 - d. Disallowance of outside displays, storage, or activities; unless screened appropriately as determined by the Planning Manager;
 - e. Limited height of structures - must be compatible with surrounding uses;
 - f. Appropriate structure scale, placement, and façade treatment;
 - g. Parking area placement and screening;
 - h. Buffering and screening to protect loss of privacy to abutting residential and/or commercial uses;
 - i. Landscape plan;
 - j. Elimination of or restrictions on lighting and signage
4. Design and Site Standards; All utility and infrastructure, if visible from the public right-of-way, must be screened from view. The following applies:
 - a. All utility and infrastructure shall have a low-profile appearance and shall blend in with other buildings in the area to the greatest extent possible where ever it chooses to locate within Heber City boundaries
 - b. The utility, if not contained within a building, must be screened from view to a height of at least ten (10') feet. Such fence or structure shall be constructed of stone or decorative metal or other material as approved by the Planning Manager (chain link or plastic/vinyl materials are not permitted materials). Any wall length in excess of 25' must have a

minimum four (4') feet of horizontal relief [extending a minimum of four [4] linear feet] built into the structure; this applies to each 25' length beyond the initial 25' requirement;

- c. Landscaping – trees shall be utilized as a secondary screening mechanism surrounding the structure to the extent possible. Refer to Section 7 Landscape Standards, for additional standards and specifications.
5. ~~If the proposed development site occupies more than 1/3 of an acre (14,520 SF), all noted development standards continue to apply and a Conditional Use Permit is required for design review. The Planning Commission at that point will review the application's site layout, streetscape design, and architectural design, negative impact on view sheds, neighborhood walkability or aesthetics. The Planning Commission may require additional streetscape furnishings and vegetation than what is specified in section 2.0 Street Types, to ensure the community aesthetics are not negatively impacted.~~
6. Sites located within a district other than the Public Facilities & Recreation District must demonstrate the following:
 - a. Health and safety; The health and safety of the public is dependent upon the facility being at this location.
 - b. Location; There is no feasible alternative location where the facility is an allowed use that would have less impact on the residential character or identified scenic and environmental resources. Proof of a location-specific need must include:
 - i. A broad review of other, similar or nearby, areas;
 - ii. A review of specific alternative sites is not required; but the review of "other areas" must show that those areas cannot reasonably accommodate the proposed use.

16. Outdoor Storage Development Standards (page 37)

1. Outdoor storage areas shall be located in the rear or side yard of the lot. a. Loose materials shall not be stacked higher than six feet if located in the side yard, and 15' if located in the rear yard subject to Fire Marshall review.
2. Loose materials shall at a minimum be stored in a three-sided shelter and shall be covered.
3. Materials shall be set back a minimum of five feet from any lot line.
4. All outdoor storage areas shall be screened from view of adjacent parcels and vehicular rights-of-way using the heavy side or rear buffer, refer to 7.0 Landscape Requirements for Side and Rear Buffer.

B. 600 WEST AND HIGHWAY 189 DISTRICT

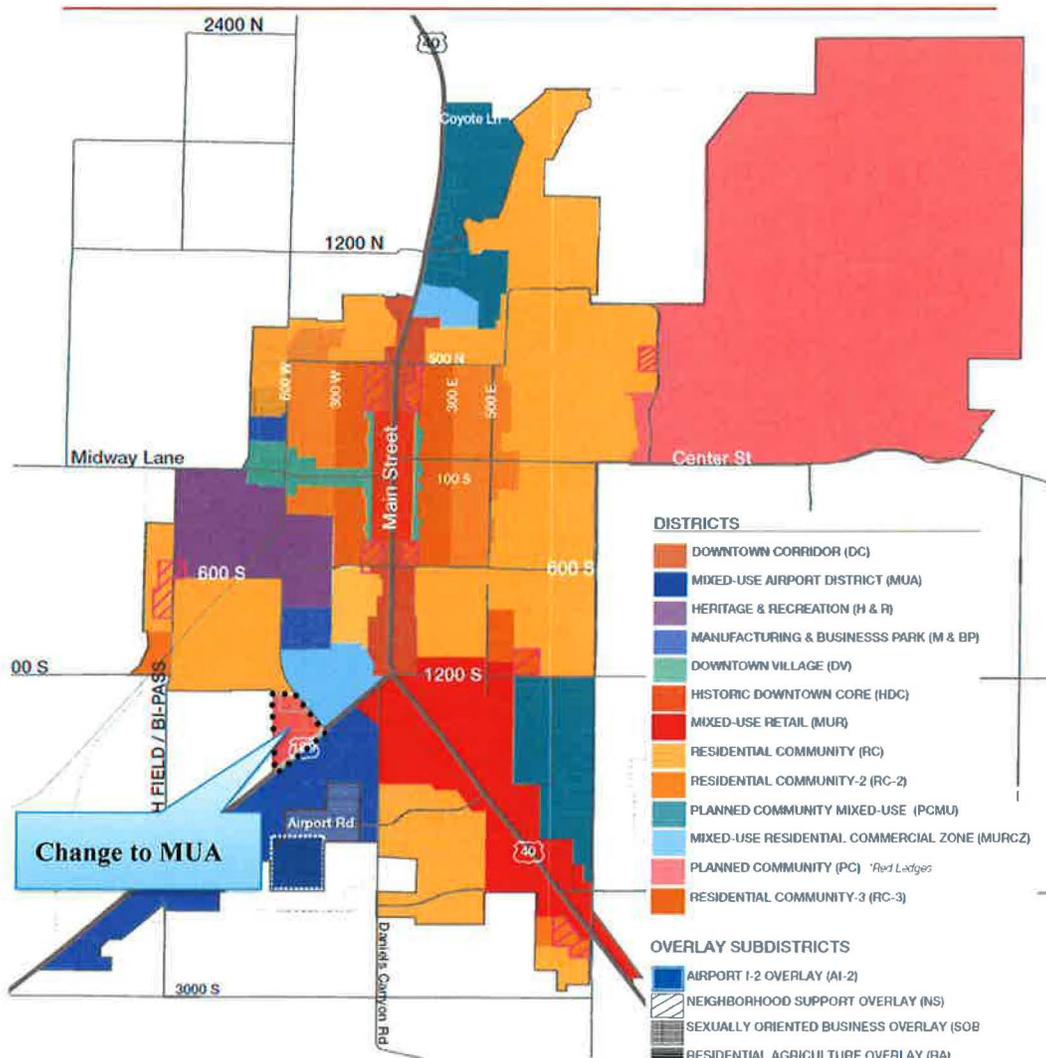
See the attached map on page 2 of this report for the recommended land use change, affecting page 28 of the draft FBC. The city should consider the Mixed Use Airport (MUA) District for this vicinity instead of the Mixed Use Retail (MUR) District for the following reasons: 1) the current general plan designates the area as I-1 Industrial; 2) the MUA is consistent with the adjoining airport designation as MUA; 3) Beehive Storage would be a conforming use under the MUA, simplifying the annexation process for the petitioner (the city currently has an annexation petition for Beehive Storage); 4) designation as the MUA in the vicinity should help promote manufacturing jobs; and 5) designation as MUA simplifies the Land Use District Map.

2. RECOMMENDATION TO INDUSTRIAL PARKWAY AND HIGHWAY 189

- a) Designate the area as the Mixed Use Airport (MUA) to replace the proposed MUR as shown on Recommended Map.

RECOMMENDED MAP CHANGES

3.0 Districts & Overlay Subdistricts



C. MANSION STYLE HOUSING

Since Mansion Style Housing will house apartments, the side and rear setbacks should increase over what is required for single family dwellings.

3. MANSION STYLE HOUSING RECOMMENDATION

- a) Amend the table on page 62 of the draft FBC to change the minimum side yard setback for mansion style building to be 10 feet instead of 5 feet, and change the minimum rear yard setback to be at least 20 feet.

D. YARD BUILDING LOT SPLIT

The form based code has a minimum and maximum lot width for yard buildings. Lot splits that involve only creating one new building lot may have a difficult time meeting the maximum lot width standard because there is less flexibility than with a larger subdivision.

4. Lot Split Recommendation

- a) Amend Yard Building Table on page 60 of the draft FBC to add a sub-note 6 at the bottom of the page for the Residential Community, Residential Agriculture Overlay, and All other Districts as follows: "Each of the two lots resulting from a lot split is permitted to exceed the maximum lot width by 10%".

E. NON-CONFORMING YARD BUILDINGS

The Council has discussed alterations to non-conforming single family dwellings (Yard Buildings), and the requirement to conform to the new code on page 122, Section 2 (2) (a) (ii), and Scope of Application in 12.0 Appendix B on page 4 of the Design Guidelines. Some of the Council has struggled with the "percentage" approach. The Council may consider increasing the percentage from 50 percent to 75 percent.

Or, another way to regulate alterations to non-conforming dwellings might be to require conformance for yard buildings only if an alteration is made that moves the front of the house to within a certain distance of the Front Street and/or Side Street property lines. Typical developed "subdivision" neighborhoods in Heber City have 30 foot front setbacks, with some 20 foot setbacks in higher density neighborhoods like Heber Landing or Muirfield. With this approach there is a logical nexus to the requirement: As a building gets closer to the street, there is an increasing expectation for design performance.

5. RECOMMENDATIONS FOR ALTERING NON-CONFORMING YARD BUILDINGS

2. Nonconforming Structures. (page 122)

- (1) Intent. To provide regulations for the continuation of a structure that was legally constructed prior to the adoption or amendment to this code, but that could not occur under the current provisions of this code.
- (2) Restrictions on Continuation. A nonconforming structure may continue based upon the following conditions.
 - (a) Alterations. The standards of this code shall apply to alterations under the following circumstances.
 - (i) For all Structures Excluding Existing Single Family Home Structures (Yard Building). Where the renovation includes an addition of more than 25 percent in gross building square footage, the building shall be brought into conformance.
 - (ii) For all Existing Single Family Home Structures (Yard Building). ~~Where the renovation includes an addition of more than 50 percent in gross building square footage, the building shall be brought into conformance.~~ Alterations that move the main front street wall and/or the main side street wall of a yard building closer to the street than what existed for that building at the time of adoption of the Form Based Codes.
 - (iii) For all Structures ~~except yard buildings~~. When a renovation of the front facade occurs with no added building square footage, that renovated portion must comply with the street facade Requirements and Entrance Type Requirements (refer to Section 5.0) when the renovation includes the existing building's front or corner side facades and the renovation includes any one of the following:
 1. Installation of additional doors or a change in location of a door.
 2. Expansion or change in location of 30% of windows on any street façade.
 3. Replacement of 30% or more of facade materials on any street facing facade with a different facade material.
 - (iii) When a renovation of the shape or style of the roof occurs with no added building square footage, the Roof Type Requirements (refer to Section 5.0) shall be met if visible from the public right-of-way

Scope of Application (Design Guidelines page 4)

These Design Guidelines apply to all new buildings ~~projects~~ within Heber City. The ~~two~~ three exceptions are:

- 1) Residential yard buildings on lots wider than 65 feet
- 2) Remodels on residential yard buildings on lots less than 65 feet wide, unless the alteration moves the main front street wall and/or the main side street wall of a yard building closer to the street than what existed for that building at the time of adoption of the Form Based Codes. ~~that affect less than 50% of existing structure.~~
- 3) Any subdivisions ~~larger~~ less than 5 lots

TAB 2

HEBER CITY COUNCIL

Staff Report by: Anthony L. Kohler

Meeting Date: August 18, 2016

Item: Meadows at South Fields Final Subdivision Plat Phase 1 and Phase 2

SUBDIVISION RECENT UPDATE

On May 5, 2016, the Council discussed the proposed subdivision. The Hyde and Odell property owners attended the meeting; the primary point of discussion was the required road dedication and effect on those property owners. The Council directed the developer to meet with the City Engineer and property owners to see if something could be worked out.

The developer has submitted updated subdivision plats reflecting an 11.25 foot road right of way dedication along the Hyde and Odell properties, which is a reduction from the original 21.5 foot and 21 foot road right of way dedication originally shown on the plats. This width reduction reflects the developer's interpretation of the negotiation with those property owners and the City Engineer. Other changes to the plats include a reduction in lot size to Lot 1, 2, and 3 in order to widen the Hyde parcel by 5 feet to the South and a reduction to Lot 29 and 30 to deepen the Hyde parcel by 5 feet to the West. The Odell parcel has been deepened by 20 feet to the west, decreasing the lot sizes of Lot 30, 32, and 33.

The proposed lot size reductions conform to the requirements of the zoning ordinance. The plats also need to be updated to reflect the ground water language in the development agreements.

SUBDIVISION BACKGROUND

The proposed subdivision was annexed with the Wasatch County Event Center. The property is located on the west side of South field Road adjacent and north of 650 South. The proposed subdivision accommodates the location of the future Western Truck Route. The property is zoned R-1 Residential. Each of the lots meets the area and frontage requirements of the R-1 Zone. The subdivision will include full improvements to South field Road and 650 South.

This subdivision was originally approved in 2007; the final approval expired and it was given another final approval in 2009, which has expired. The petitioner is asking to reapprove the final plat.

The subdivision utilizes the city's open space ordinance. The city had envisioned that this would improve subdivision design for double frontage lots (lots with a street on the front and back of the lot), especially along the future truck route. Additionally, the open space ordinance gives some flexibility to subdivision and lot design, and better accommodates trail corridors.

The petitioner is proposing to include a landscaped open space trail corridor loop through the subdivision with an 8 foot trail along Southfield Road and 5 foot trails along other streets in the development. A small pocket park is included in the subdivision. The trails and landscaping, and the pocket park, would be maintained by a homeowner's association. The trails would be available to the public. Additionally, the petitioner is proposing to utilize the open space ordinance to allow flexibility in setbacks and street frontage, with 25 feet front setback and rear

setbacks, and 8 foot street planters instead of 6 foot planters. This is consistent with the intent of the open space ordinance.

The open space ordinance permits up to a 25% reduction in width and area of lots within the development, which would permit lots with an area of 7,500 square feet and width of 75 feet of frontage. Please note the petitioner has only reduced some of the lot widths to 90 feet width and 9,300 square feet, and has retained the same number of lots as the original subdivision proposal plus has much more open space and trails than the previous approval. The storm water retention basin near lot 5 is proposed to be maintained by a homeowner's association.

RECOMMENDATION

On August 13, 2015, the Planning Commission recommend the proposed final subdivision application as consistent with Chapter 17.16, Chapter 17.24 Street Design Standards, Chapter 17.32 Lot Design Standards, Chapter 17.40 Improvements, Chapter 18.52 R-1 Residential Zone, and Section 18.68.175 Open Space. The Planning Commission vote had 4 ayes and 2 nays. The recommendation is conditional upon the attached development agreement, and prior to recording the plat address the following:

1. The subdivision plats need to be updated to reflect the groundwater language in the development agreement.
2. The needed right of way along 1200 West be acquired by the developer.
3. 410 and 590 South be developed with a standard 4 foot sidewalk and 8 foot planter strips.
4. The proposed phasing of improvements be approved by the City Engineer prior to the plat recording.
5. Provide addresses for the lots on the plat.
6. Provide an updated title report for all lands proposed to be subdivided.
7. Provide tax clearance from county assessor.
8. Provide and record a record of survey map.

SUBDIVISION AGREEMENT
AND
COVENANT RUNNING WITH THE LAND

(The Meadows at Southfields Subdivision Phase 1 and Phase 2)

THIS AGREEMENT entered into this _____ day of _____, 2016, by and between Heber City, hereinafter referred to as "City" and the undersigned as "Developer".

WHEREAS, the Developer/petitioner has proposed the Meadows at Southfields Subdivision, consisting of 44 lots;

NOW, THEREFORE, the parties hereby agree as follows:

1. With respect to Exhibit A (the approved final subdivision plat), the Developer shall, prior to recording of that subdivision plat, transfer to the City all required water rights necessary for development, which shall include but not be limited to _____ Acre-Feet of diversion water rights.
2. Consistent with the annexation agreement, Developer agrees to:
 - a. Dedicate land for, and construct 1200 West along Developer's western street frontage approximately 57 feet wide, and along the two existing home street frontages (the Odell [Newton] and Hyde homes) approximately 51 feet wide, measured from the existing front lip of curb on the east side of 1200 West, per the modified Major Collector Heber City street standard cross sections, and as approved by the City Engineer, including asphalt, curb, gutter, and sidewalk and utilities. Also, install a two inch overlay on the existing asphalt;
 - b. Dedicate the westerly 84 feet of the property to Heber City Corporation for the Western Bypass Truck Route;
 - c. Establish covenants and restrictions upon developments for consistent fencing materials, colors, and heights within the development, and
 - e. Bury existing overhead power lines.
3. Sewer to this project will be provided by an offsite sewer line. Developer is responsible for constructing the sewer line and obtaining any necessary easements for the sewer line.

4. Developer shall place the following restriction and note on the plat: "Pursuant to Section 18.68.175 of Heber City Code Open Space, All lots have a 25 foot front and rear setback.
5. The plat shall include the following notice: "The property to the north of the subdivision is a county park facility that may provide overnight facilities for park and rodeo ground events.
6. The final plat shall note that Lots 2, 9, 10, 39, and 41 are prohibited from establishing driveway access from 1200 West;
7. The final plat shall note that Lots 14, 6, 5, 28, 31, 35, 36, and 44 shall not establish driveway access to 1300 West (to protect trail functionality);
8. The final plat shall note that all lots are prohibited from establishing driveway access from the future highway by-pass;
9. Developer will widen and improve the 650 South on the north side along the frontage of the subdivision with full utilities, asphalt, curb, gutter, and sidewalk to City Standards. The Developer will improve the existing south side asphalt of 650 South by spot repairing damaged areas of existing asphalt and adding a two inch overlay;
10. Landscaping and irrigation systems for all common areas will be installed by Developer as proposed on the final plans prior to issuance of a building permit within the subdivision;
11. Developer will establish, prior to plat recording, a Home Owners Association or other joint agreement, approved by Heber City, for the ownership, operation, maintenance, and collection of fees for the continuing maintenance of the common areas including the storm water areas, the park, and all trails and common area landscaping;
12. As shown on the proposed subdivision plat, the trails within the development will be dedicated to the public and available for use by the general public. These trails will be maintained by the HOA pursuant to number 11 above.
13. The plat shall be recorded with the following notice: A geotechnical study conducted by Gordon Spilker Huber (GSH) on August 14, 2006 concluded the subdivision is subject to shallow ground water ranging from "depths of 7.1 to 11.1 feet below existing grades...and seasonal and longer-term groundwater fluctuations of approximately one foot should be anticipated." GSH recommends "the top of the slabs in the

lowest habitable areas must be established at least two feet above the design water table...and with these criteria, the tops of the slabs in the lowest habitable areas would be approximately four to eight feet below present grade." GSH indicates "if deeper floor slab elevations are desired, a foundation and sub slab drain system will need to be installed that discharges to a suitable point. GSH can provide additional information concerning sub-drains at the request of the client." The GSH geotechnical study is available in the Heber City Planning Department and provides additional soils and construction recommendations for the subdivision. Heber City assumes no responsibility or liability relating to any damages to or associated with basements in homes within this subdivision. In the event any home is initially constructed or added upon with a basement, the owner thereof does so at their own risk.

14. The final plat shall note that the retention pond and sump easements accommodate storm drainage for the subdivision. Heber City has the right of access through Common area K to maintain and repair said facilities. No cuts, fills, changes to topography, structures above or below ground; including but not limited to fences, decks, sheds, or footings of any kind, are allowed in the easements. Any obstacles erected within these easements will be removed at the current lot owner's expense. Lot owners are responsible for landscaping and irrigating said areas as approved by Heber City. Fences constructed around the easements shall contain a 12 foot wide gate to accommodate access by Heber City.
15. Developer agrees to abide by nationally accepted best management practices for Storm water Pollution Prevention and obtain and necessary state or federal permits for such;
16. All streets, utilities, and improvements will be constructed to property lines;
17. All public streets shall be dedicated to Heber City;
18. Developer will provide a copy of their noxious weed control plan approved by the Wasatch County Weed Control Board.
19. All aforementioned improvements shall consist of frontage improvements of curbs, sidewalks, pavements, inlets, planting of trees and placing of monuments, as required and consistent with Heber City Standards, including but not limited to required subdivision improvement requirements;
20. Said improvement costs will be paid by the Developer, their assigns, transferees or successors as owners or Developers.

The Developer shall be obligated to disclose and notify in writing its immediate successors in ownership or Developers of the requirements of this Agreement;

21. Developer shall execute a performance agreement and provide a bond guaranteeing the improvements related to subdivision;
22. The parties agree that the improvements will be required at the time of development, and that no building permits shall be issued thereto without the completion of said improvements;
23. Upon the full and complete performance of all of the terms and conditions of this Agreement by the Developer, their assigns, transferees or successors, and upon approval of the improvements, the City agrees to take over roads as shown on the field map and those areas shown on the recorded subdivision plats as dedicated to the public, and maintain them as public works and public highways of the City without assessment for the construction of improvements as set out in the plans and specifications. Nothing contained here shall be construed in any way to render the City liable for any charges, costs, or debts for material, labor, or other expenses incurred in the making of these improvements;
24. In the event there is a Failure to Perform under this Agreement and it becomes reasonably necessary for any 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 losing party to the controversy shall pay to the successful party reasonable attorney's fees incurred by such party and, in addition, such costs and expenses as are incurred in enforcing this Agreement;
25. 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.
26. Time is of the essence of this Agreement. In case any party shall fail to perform the obligations on its part at the time fixed for the performance of such obligations by the terms of this Agreement, the other party or parties may pursue any and all remedies available in equity, at law, and/or pursuant to the terms of this Agreement.
27. 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.

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, Edge Land 15 LLC

By: _____
Steve Maddox

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



ADDRESS TABLE

LOT	ADDRESS	LOT	ADDRESS
1	552 SOUTH 1200 WEST	13	619 SOUTH 1300 WEST
2	1218 WEST 590 SOUTH	14	1278 WEST 650 SOUTH
3	1244 WEST 590 SOUTH	15	634 SOUTH 1300 WEST
4	1266 WEST 590 SOUTH	16	622 SOUTH 1300 WEST
5	1286 WEST 590 SOUTH	17	606 SOUTH 1300 WEST
6	1281 WEST 590 SOUTH	18	594 SOUTH 1300 WEST
7	1255 WEST 590 SOUTH	19	572 SOUTH 1300 WEST
8	1235 WEST 590 SOUTH		
9	1219 WEST 590 SOUTH		
10	1218 WEST 650 SOUTH		
11	1240 WEST 650 SOUTH		
12	1260 WEST 650 SOUTH		

LEGEND

DEDICATE TO HEBER CITY

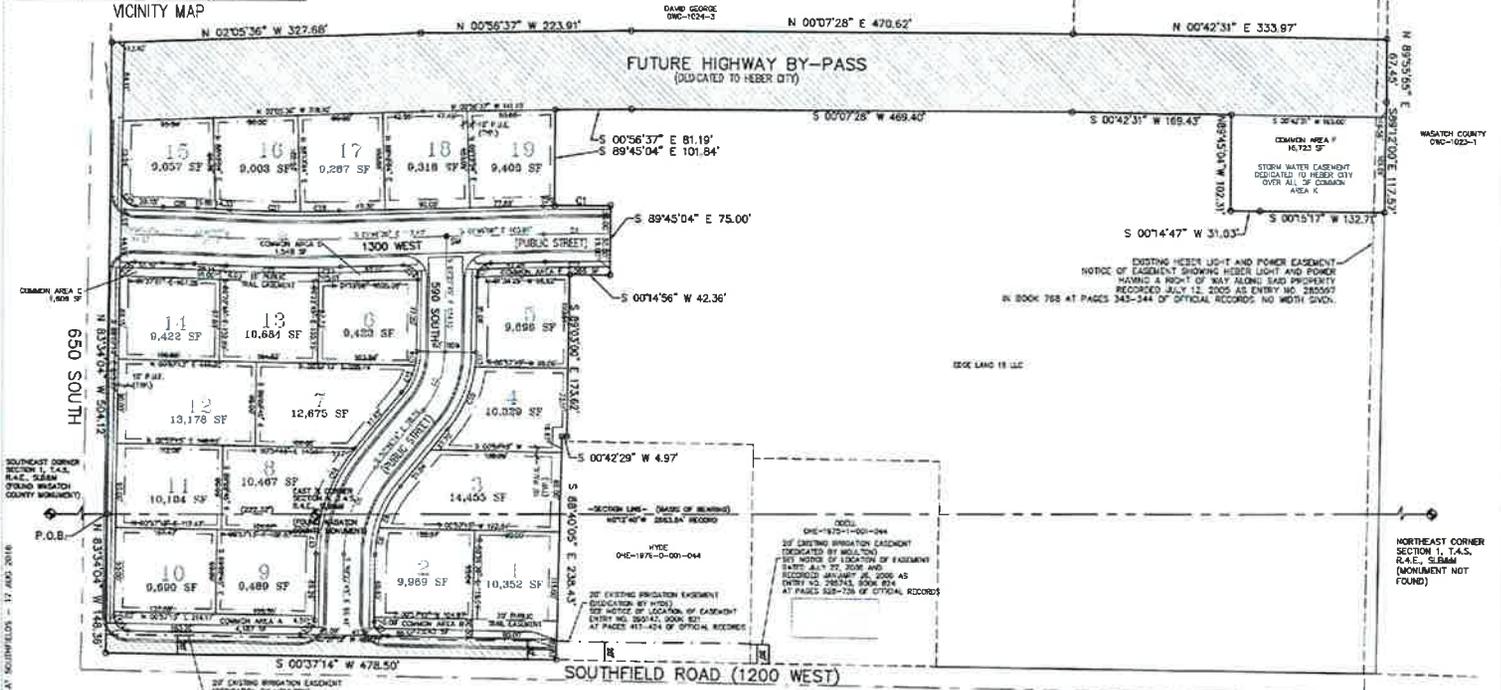
SURVEY MONUMENT



SURVEYOR'S CERTIFICATE

IN ACCORDANCE WITH SECTION 10-9-503 OF THE UTAH CODE, I, TROY L. TAYLOR, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NUMBER 685412 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THE PLAT IN ACCORDANCE WITH SECTION 17-2-17 OF THE UTAH CODE, AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT.

DATE _____ SURVEYOR TROY L. TAYLOR



STANDARD WIDTH FOR LOTS 1-16:
 FRONT SETBACK 25 FEET
 REAR SETBACK 25 FEET
 SIDE SETBACK 10 FEET

STANDARD WIDTH FOR LOTS 17-19:
 FRONT SETBACK 25 FEET
 REAR SETBACK 25 FEET
 SIDE SETBACK 10 FEET

UTILITY EASEMENT NOTES:
 1. THE 1200 WEST LOT BOUNDARY IS INDICATED AS A PUBLIC UTILITY EASEMENT. IMPACT MONUMENTS ARE SHOWN ON THE PLAT.

STORM DRAIN EASEMENT NOTES:
 THE STORM DRAIN EASEMENT ON COMMON AREA #1 IS TO ACCOMMODATE THE STORM WATER RUNOFF FOR THE SUBDIVISION. HEBER CITY HAS THE RIGHT OF ACCESS TO COMMON AREA #1 TO MAINTAIN AND OPERATE THE STORM DRAIN. THIS EASEMENT WILL BE REVOKED AT THE HOMEOWNERS ASSOCIATION'S EXPENSE. THE HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR MAINTAINING AND OPERATING THE EASEMENT. POWER CONDUITS SHALL BE INSTALLED AT THE HOMEOWNERS ASSOCIATION'S EXPENSE TO ACCOMMODATE ACCESS BY HEBER CITY CORPORATION.

TRAIL EASEMENT NOTES:
 THE PUBLIC HAS THE RIGHT TO USE TRAILS WITHIN PUBLIC TRAIL EASEMENTS. SNOW REMOVAL, REPAIRS AND MAINTENANCE OF PUBLIC TRAILS IS THE RESPONSIBILITY OF THE MEADOWS AT SOUTH FIELDS HOME OWNERS ASSOCIATION.

COMMON AREA NOTES:
 THE MEADOWS AT SOUTH FIELDS HOME OWNERS ASSOCIATION IS RESPONSIBLE FOR THE ONGOING MAINTENANCE OF COMMON AREAS DESIGNATED ON THE PLAT.

STORM DRAIN EASEMENT NOTES:
 THE STORM DRAIN EASEMENT ON COMMON AREA #1 IS TO ACCOMMODATE THE STORM WATER RUNOFF FOR THE SUBDIVISION. HEBER CITY HAS THE RIGHT OF ACCESS TO COMMON AREA #1 TO MAINTAIN AND OPERATE THE STORM DRAIN. THIS EASEMENT WILL BE REVOKED AT THE HOMEOWNERS ASSOCIATION'S EXPENSE. THE HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR MAINTAINING AND OPERATING THE EASEMENT. POWER CONDUITS SHALL BE INSTALLED AT THE HOMEOWNERS ASSOCIATION'S EXPENSE TO ACCOMMODATE ACCESS BY HEBER CITY CORPORATION.

BOUNDARY EASEMENT NOTES:
 BOUNDARIES ARE PROVIDED WITHIN THE SUBDIVISION UNLESS THE LOT OWNER INDICATES AT THE TIME OF RECORDING THAT CONVEYANCE LEVELS ARE APPROPRIATE FOR A PARTIAL AREA OF THIS QUADRANT. GRAVING ARISING FROM THE EASEMENT WILL BE REFLECTED IN OTHER DOCUMENTS.

HIGHWAY BY-PASS NOTES:
 1. A FUTURE BY-PASS ROAD FOR HIGHWAY 40 IS PLANNED IMMEDIATELY ADJACENT TO THIS SUBDIVISION. BY-PASS ROAD MAY CAUSE NOISE, TRAFFIC, ODDS, AIR POLLUTION, LIGHT, ETC.
 2. REAR LOT ACCESS FOR LOTS 16-19, THROUGH HEBER CITY'S FUTURE HIGHWAY BY-PASS PROPERTY IS PROHIBITED.
 3. A FENCE SHALL BE INSTALLED AT THE TIME OF DEVELOPMENT ALONG THE REAR LOT LINES OF LOTS 16-19, ADJACENT TO THE FUTURE HIGHWAY BY-PASS, AT THE TIME OF SUBDIVISION CONSTRUCTION.

DATE	DESCRIPTION	TO	BY	AMOUNT	REMARKS
01/15/10	INITIAL	1000.00	1000.00	0.00	
02/15/10
03/15/10
04/15/10
05/15/10
06/15/10
07/15/10
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10/15/25
11/15/25
12/15/25

DATE: _____

WASATCH COUNTY SURVEYOR

COUNTY RECORDER

SURVEYOR
 TROY L. TAYLOR, PLS
 COOK SANDERS ASSOCIATES
 131 SOUTH RIO GRANDE AVE
 SALT LAKE CITY, UT 84101
 PHONE (801) 364-4051

DATE OF SURVEY: APRIL 2015

EXHIBIT A - Phase 1



ADDRESS TABLE

LOT	ADDRESS	LOT	ADDRESS
20	548 SOUTH 1300 WEST	33	1262 WEST 460 SOUTH
21	526 SOUTH 1300 WEST	34	1264 WEST 460 SOUTH
22	508 SOUTH 1300 WEST	35	1268 WEST 460 SOUTH
23	488 SOUTH 1300 WEST	36	1270 WEST 410 SOUTH
24	472 SOUTH 1300 WEST	37	1261 WEST 410 SOUTH
25	454 SOUTH 1300 WEST	38	1235 WEST 410 SOUTH
26	438 SOUTH 1300 WEST	39	1221 WEST 410 SOUTH
27	424 SOUTH 1300 WEST	40	444 SOUTH 1208 WEST
28	1272 WEST 520 SOUTH	41	1218 WEST 410 SOUTH
29	1271 WEST 520 SOUTH	42	1244 WEST 410 SOUTH
30	1272 WEST 520 SOUTH	43	1264 WEST 410 SOUTH
31	1272 WEST 460 SOUTH	44	1264 WEST 410 SOUTH
32	1265 WEST 460 SOUTH		



SURVEYOR'S CERTIFICATE

IN ACCORDANCE WITH SECTION 10-30-304 OF THE UTAH CODE, I, TROY L. TAYLOR, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NUMBER 8984112 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THE PLAT IN ACCORDANCE WITH SECTION 17-23-17 OF THE UTAH CODE, AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT.

DATE: _____ SURVEYED BY: TROY L. TAYLOR

BOUNDARY DESCRIPTION

A PARCEL OF LAND SITUATE IN THE EAST HALF OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, AND IN THE WEST HALF OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS NORTH 02°04'00" WEST 265.50 FEET ALONG THE EAST LINE OF SECTION 1 AND WEST 82.88 FEET SECTION 1, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, FROM THE WASATCH COUNTY SURVEY MONUMENT FOUND MARKING THE EAST QUARTER CORNER OF SAID SECTION;

THENCE NORTH 88°15'00" WEST 133.40 FEET; THENCE SOUTH 00°14'30" WEST 42.38 FEET; THENCE NORTH 88°45'00" WEST 33.00 FEET; THENCE ALONG THE ARC OF A 202.00 FOOT RADIUS CURVE TO THE LEFT 34.8 FEET CENTRAL ANGLE OF 0°00'00" AND 4°00'00" CROSS BEARING SOUTH 80°25'31" EAST 83.31 FEET; THENCE NORTH 88°04'00" WEST 188.40 FEET; THENCE NORTH 00°00'00" WEST 81.90 FEET; THENCE NORTH 00°00'00" WEST 12.18 FEET; THENCE SOUTH 80°25'31" EAST 182.31 FEET; THENCE NORTH 02°04'00" EAST 20.00 FEET; THENCE NORTH 02°05'31" EAST 132.17 FEET; THENCE SOUTH 88°00'00" EAST 480.30 FEET; THENCE SOUTH 88°00'00" EAST 482.22 FEET ALONG EXISTING FENCE TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY FRONT OF SOUTHWEST FENCE; THENCE SOUTH 02°05'31" WEST 188.40 FEET ALONG THE WEST RIGHT-OF-WAY FRONT OF SOUTHWEST ROAD TO A FENCE CORNER WHICH COES WEST NORTH AND SOUTH; THENCE NORTH 88°04'00" WEST 239.31 FEET; THENCE SOUTH 88°00'00" WEST 286.80 FEET ALONG AN EXISTING FENCE TO A FENCE CORNER WHICH COES EAST AND NORTH TO THE POINT OF BEGINNING.

CONTAINS 9.22 ACRES MORE OR LESS

OWNER'S DEDICATION

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

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

BY: _____
EDDIE LAND 15 LLC

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) SS
ON THIS _____ DAY OF _____, A.D. 20____, PERSONALLY APPEARED TO ME _____ WHO DULY ACKNOWLEDGED TO ME THAT HE/SHE/SHE DOES EXPRESSLY THE SAME IN THE CAPACITY INDICATED.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

ACCEPTANCE BY HEBER CITY

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

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

APPROVED _____ ATTEST _____
MAYOR CITY ENGINEER

APPROVED _____ ATTEST _____
CITY ENGINEER CITY ATTORNEY

PLANNING COMMISSION APPROVAL

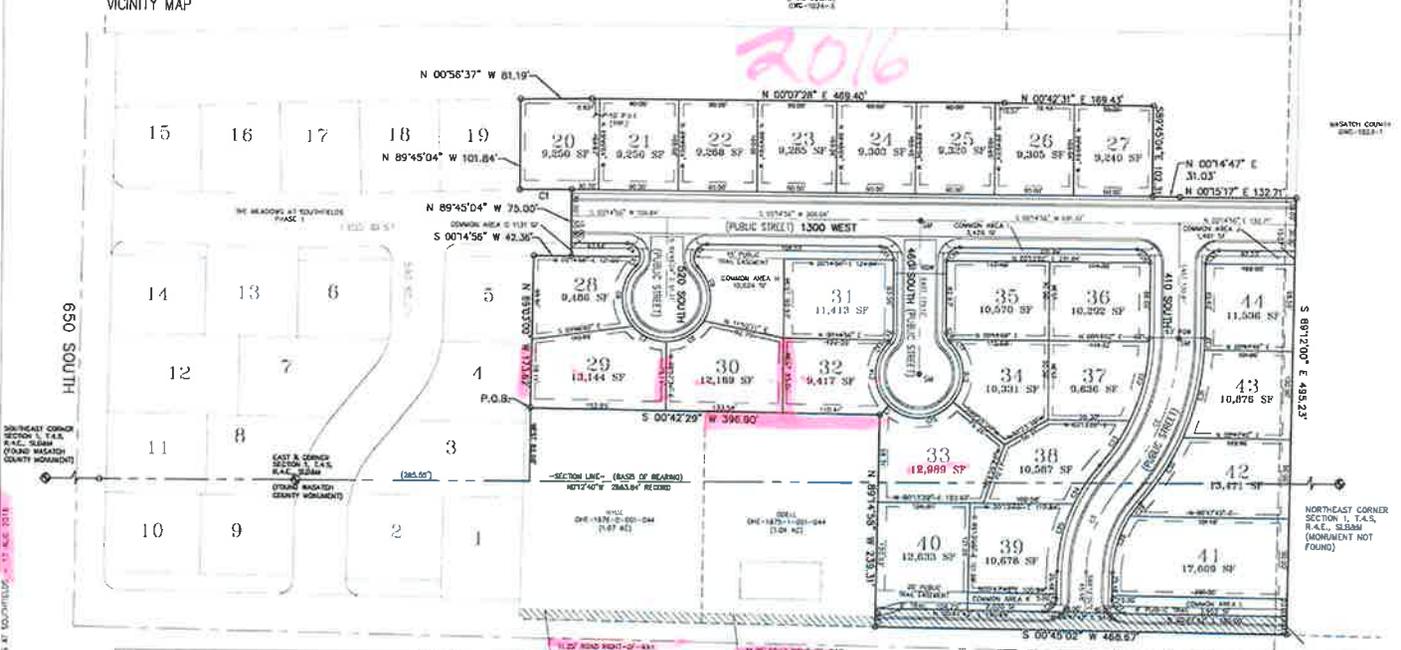
APPROVED THIS _____ DAY OF _____, A.D. 20____ BY THE _____ CITY PLANNING COMMISSION

PLANNING DIRECTOR CHAIRMAN, PLANNING COMMISSION

THE MEADOWS AT SOUTHFIELDS SUBDIVISION - PHASE 2

HEBER CITY, WASATCH COUNTY, STATE OF UTAH
SCALE: 1" = 60' FEET

SUPPORTING MAP: HEBER PUBLIC MAP CITY ENGINEER MAP SURVEY RECORD MAP



LOT	AREA (SQ FT)	AREA (AC)								
1	17,600	0.40	17,600	0.40	17,600	0.40	17,600	0.40	17,600	0.40
2	12,833	0.29	12,833	0.29	12,833	0.29	12,833	0.29	12,833	0.29
3	13,471	0.31	13,471	0.31	13,471	0.31	13,471	0.31	13,471	0.31
4	10,876	0.25	10,876	0.25	10,876	0.25	10,876	0.25	10,876	0.25
5	12,189	0.28	12,189	0.28	12,189	0.28	12,189	0.28	12,189	0.28
6	11,508	0.26	11,508	0.26	11,508	0.26	11,508	0.26	11,508	0.26
7	10,292	0.23	10,292	0.23	10,292	0.23	10,292	0.23	10,292	0.23
8	10,567	0.24	10,567	0.24	10,567	0.24	10,567	0.24	10,567	0.24
9	10,301	0.24	10,301	0.24	10,301	0.24	10,301	0.24	10,301	0.24
10	9,250	0.21	9,250	0.21	9,250	0.21	9,250	0.21	9,250	0.21
11	9,250	0.21	9,250	0.21	9,250	0.21	9,250	0.21	9,250	0.21
12	9,250	0.21	9,250	0.21	9,250	0.21	9,250	0.21	9,250	0.21
13	9,250	0.21	9,250	0.21	9,250	0.21	9,250	0.21	9,250	0.21
14	9,250	0.21	9,250	0.21	9,250	0.21	9,250	0.21	9,250	0.21
15	9,250	0.21	9,250	0.21	9,250	0.21	9,250	0.21	9,250	0.21
16	9,250	0.21	9,250	0.21	9,250	0.21	9,250	0.21	9,250	0.21
17	9,250	0.21	9,250	0.21	9,250	0.21	9,250	0.21	9,250	0.21
18	9,250	0.21	9,250	0.21	9,250	0.21	9,250	0.21	9,250	0.21
19	9,250	0.21	9,250	0.21	9,250	0.21	9,250	0.21	9,250	0.21
20	9,250	0.21	9,250	0.21	9,250	0.21	9,250	0.21	9,250	0.21
21	9,250	0.21	9,250	0.21	9,250	0.21	9,250	0.21	9,250	0.21
22	9,250	0.21	9,250	0.21	9,250	0.21	9,250	0.21	9,250	0.21
23	9,250	0.21	9,250	0.21	9,250	0.21	9,250	0.21	9,250	0.21
24	9,250	0.21	9,250	0.21	9,250	0.21	9,250	0.21	9,250	0.21
25	9,250	0.21	9,250	0.21	9,250	0.21	9,250	0.21	9,250	0.21
26	9,250	0.21	9,250	0.21	9,250	0.21	9,250	0.21	9,250	0.21
27	9,250	0.21	9,250	0.21	9,250	0.21	9,250	0.21	9,250	0.21
28	9,180	0.21	9,180	0.21	9,180	0.21	9,180	0.21	9,180	0.21
29	13,144	0.30	13,144	0.30	13,144	0.30	13,144	0.30	13,144	0.30
30	12,189	0.28	12,189	0.28	12,189	0.28	12,189	0.28	12,189	0.28
31	11,413	0.26	11,413	0.26	11,413	0.26	11,413	0.26	11,413	0.26
32	9,417	0.22	9,417	0.22	9,417	0.22	9,417	0.22	9,417	0.22
33	12,899	0.29	12,899	0.29	12,899	0.29	12,899	0.29	12,899	0.29
34	10,301	0.24	10,301	0.24	10,301	0.24	10,301	0.24	10,301	0.24
35	10,570	0.24	10,570	0.24	10,570	0.24	10,570	0.24	10,570	0.24
36	10,292	0.23	10,292	0.23	10,292	0.23	10,292	0.23	10,292	0.23
37	10,630	0.24	10,630	0.24	10,630	0.24	10,630	0.24	10,630	0.24
38	10,567	0.24	10,567	0.24	10,567	0.24	10,567	0.24	10,567	0.24
39	10,678	0.24	10,678	0.24	10,678	0.24	10,678	0.24	10,678	0.24
40	12,833	0.29	12,833	0.29	12,833	0.29	12,833	0.29	12,833	0.29
41	17,600	0.40	17,600	0.40	17,600	0.40	17,600	0.40	17,600	0.40
42	13,471	0.31	13,471	0.31	13,471	0.31	13,471	0.31	13,471	0.31
43	10,876	0.25	10,876	0.25	10,876	0.25	10,876	0.25	10,876	0.25
44	11,508	0.26	11,508	0.26	11,508	0.26	11,508	0.26	11,508	0.26

LEGAL EASEMENT NOTE

THE PUBLIC HAS THE RIGHT TO USE TRAILS WITHIN PUBLIC TRAIL EASEMENTS. SHOW REMOVAL RECORD AND MAINTENANCE OF PUBLIC TRAILS IS THE RESPONSIBILITY OF THE MEADOWS AT SOUTHFIELDS HOME OWNERS ASSOCIATION.

COMMON AREAS NOTE

THE MEADOWS AT SOUTHFIELDS HOME OWNERS ASSOCIATION IS RESPONSIBLE FOR THE Ongoing MAINTENANCE OF COMMON AREAS DESIGNATED ON THE PLAT.

RESTRICTION LINE EASEMENTS IN COMMON

RESTRICTION LINE EASEMENTS WITHIN THE SUBDIVISION UNLESS THE LOT OWNER REPRESENTS AT THE TIME OF ACQUISITION, APPROVED WRITTEN CONSENT, ARE APPROPRIATE FOR A RESIDENTIAL AND NOT PROFESSIONAL DRAINS AROUND THE BASKINOV WILL BE INSTALLED TO CONTROL DRAINAGE.

LEGEND

- DEDICATED TO HEBER CITY BY EDDIE HOMES 15 LLC
- DEDICATED TO HEBER CITY BY HYDE
- DEDICATED TO HEBER CITY BY ODELL
- SURVEY MONUMENT

REMARKS BY-PAGE NOTES

1. THE FUTURE PROPERTY OWNER FOR HIGHWAY 40 IS PLANNED IMMEDIATELY ADJACENT TO THIS SUBDIVISION. APPROVED WRITTEN CONSENT, ARE APPROPRIATE FOR A RESIDENTIAL AND NOT PROFESSIONAL DRAINS AROUND THE BASKINOV WILL BE INSTALLED TO CONTROL DRAINAGE.

2. MARK LOT ADDRESS FOR LOTS 20-31, THROUGH HEBER CITY'S FUTURE HIGHWAY 40-100 PROJECTS, IF APPLICABLE.

3. A FENCE SHALL BE INSTALLED AT THE TIME OF DEVELOPMENT ALONG THE REAR LOT LINES OF LOTS 20-31, ADJACENT TO THE FUTURE HIGHWAY BY-PASS, AT THE TIME OF SUBDIVISION CONSTRUCTION.

DATE: _____
MASONRY COUNTY SURVEYOR

SURVEYOR
TROY L. TAYLOR, PLS
COOK SANDERS ASSOCIATES
331 SOUTH RIO GRANDE AVE
SALT LAKE CITY, UT 84101
PHONE (801) 364-4051

DATE OF SURVEY: APRIL 2015

NO.	TYPE	MARK
1	IRON	WASATCH
2	WOOD	WASATCH
3	CONCRETE	WASATCH
4	STONE	WASATCH
5	BRASS	WASATCH
6	ALUMINUM	WASATCH
7	COPPER	WASATCH
8	STEEL	WASATCH
9	GLASS	WASATCH
10	PLASTIC	WASATCH
11	PAINT	WASATCH
12	OTHER	WASATCH

UTAH EASEMENT NOTE

TO FURTHER PROTECT LOT BOUNDARIES, BOUNDARIES AS A PUBLIC UTILITY (CROSSING) SHOULD BE NOTED DIFFERENTLY ON THE PLAT.

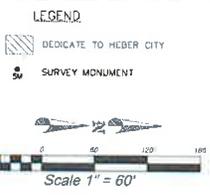
REMARKS

1. STRUCK NAILS FOR LOTS 20-22, STRUCK NAILS AS FOLLOWS:
FRONT STRUCK 25 FEET
REAR STRUCK 30 FEET
SIDE STRUCK 10 FEET

2. STRUCK NAILS FOR LOTS 23-24, STRUCK NAILS AS FOLLOWS:
FRONT STRUCK 25 FEET
REAR STRUCK 25 FEET
SIDE STRUCK 10 FEET



LOT	ADDRESS	LOT	ADDRESS
1	550 SOUTH 1200 WEST	13	619 SOUTH 1300 WEST
2	1218 WEST 590 SOUTH	14	1276 WEST660 SOUTH
3	1244 WEST 590 SOUTH	15	634 SOUTH 1300 WEST
4	1266 WEST 590 SOUTH	16	672 SOUTH 1300 WEST
5	1286 WEST 590 SOUTH	17	606 SOUTH 1300 WEST
6	1281 WEST 590 SOUTH	18	504 SOUTH 1300 WEST
7	1255 WEST 590 SOUTH	19	572 SOUTH 1300 WEST
8	1235 WEST 590 SOUTH		
9	1218 WEST 590 SOUTH		
10	1218 WEST 650 SOUTH		
11	1240 WEST 650 SOUTH		
12	1260 WEST 650 SOUTH		



SURVEYOR'S CERTIFICATE

IN ACCORDANCE WITH SECTION 10-96-603 OF THE UTAH CODE, I, TROY L. TAYLOR, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NUMBER 6854112 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THE PLAT IN ACCORDANCE WITH SECTION 17-23-17 OF THE UTAH CODE, AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT.

DATE: _____ SURVEYOR: TROY L. TAYLOR

BASIS OF BEARING

THE SURVEY BASIS OF BEARING IS BEING OBTAINED FROM THE WASATCH COUNTY SURVEY MONUMENT FOUND MARKING THE SOUTHWEST CORNER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, AND THE WASATCH COUNTY SURVEY MONUMENT FOUND MARKING THE EAST QUARTER CORNER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, AS FOUND ON THE STATE COORDINATE AND SEPARATELY INDICATED BY PORTIONS OF TOWNSHIP 4 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, RECORDS IN THE OFFICE OF THE WASATCH COUNTY SURVEYOR AS PLATS # 133.

BOUNDARY DESCRIPTION

A PARCEL OF LAND SITUATE IN THE EAST HALF OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, AND IN THE WEST HALF OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS SOUTH 00°12'40" EAST 223.32 FEET ALONG THE EAST LINE OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN FROM THE WASATCH COUNTY SURVEY MONUMENT FOUND MARKING THE EAST QUARTER CORNER OF SAID SECTION;

AND RUNNING THENCE NORTH 89°34'04" WEST 504.12 FEET ALONG THE NORTH RIGHT-OF-WAY FENCE OF 650 SOUTH STREET TO A FENCE CORNER, THENCE NORTH 200°50' WEST 207.68 FEET ALONG AN EXISTING FENCE, THENCE NORTH 03°57' WEST 203.91 FEET ALONG AN EXISTING FENCE, THENCE NORTH 00°07' EAST 482.62 FEET ALONG AN EXISTING FENCE, THENCE NORTH 04°21' EAST 333.97 FEET ALONG AN EXISTING FENCE, THENCE SOUTH 89°27'00" EAST 112.50 FEET, THENCE SOUTH 00°07' WEST 132.71 FEET, THENCE SOUTH 60°47'31" WEST 51.02 FEET, THENCE NORTH 89°07'00" WEST 100.28 FEET, THENCE SOUTH 60°47'31" WEST 188.43 FEET, THENCE SOUTH 00°07'00" WEST 489.40 FEET, THENCE SOUTH 09°56'31" EAST 81.19 FEET, THENCE SOUTH 00°07'00" WEST 188.43 FEET, THENCE SOUTH 89°07'00" EAST 123.62 FEET, THENCE SOUTH 00°07'00" WEST 489.40 FEET, THENCE SOUTH 89°07'00" EAST 208.43 FEET ALONG A FENCE TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY FENCE OF SOUTHWEST HIGHWAY, THENCE SOUTH 00°07'00" WEST 489.40 FEET ALONG THE WEST RIGHT-OF-WAY FENCE OF SOUTHWEST HIGHWAY TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY FENCE OF 650 SOUTH STREET, THENCE NORTH 89°34'04" WEST 148.36 FEET ALONG THE NORTH RIGHT-OF-WAY FENCE OF 650 SOUTH STREET TO THE POINT OF BEGINNING.

CONTAINS 848 ACRES, MORE OR LESS.

OWNER'S DEDICATION

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

DATED THIS _____ DAY OF _____ AD 20__.

ACKNOWLEDGMENT

STATE OF _____ }
 COUNTY OF _____ } ss

ON THE _____ DAY OF _____ AD 20__ I, _____ PERSONALLY APPEARED BEFORE ME, _____ WHO DULY ACKNOWLEDGED TO ME THAT HE/SHE IS THE CAPACITY INDICATED.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

ACCEPTANCE BY HEBER CITY

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

THIS _____ DAY OF _____ AD 20__

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

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

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____ AD 20__ BY THE _____ CITY PLANNING COMMISSION

PLANNING DIRECTOR CHAIRMAN PLANNING COMMISSION

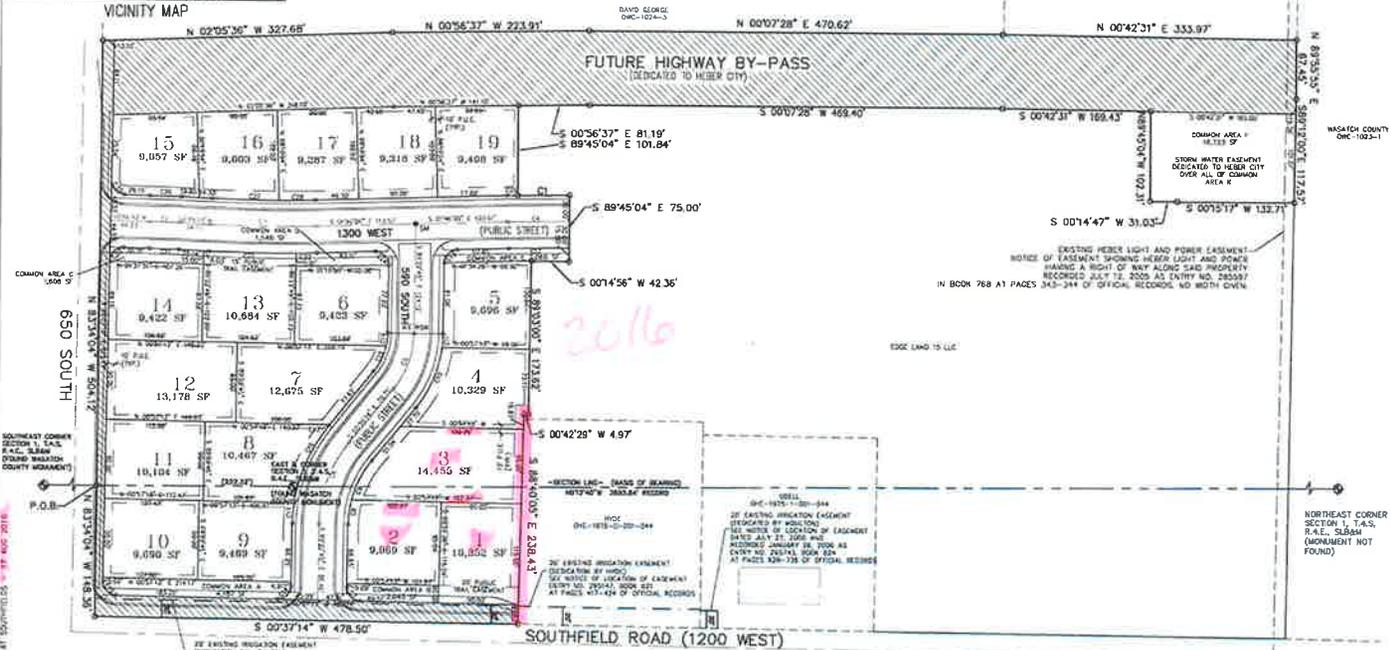
THE MEADOWS AT SOUTHFIELDS SUBDIVISION - PHASE 1

HEBER CITY, WASATCH COUNTY, STATE OF UTAH
 SCALE: 1" = 60' FEET

DATE: _____

WASATCH COUNTY SURVEYOR

COUNTY RECORDER



SEAL EASEMENT NOTICE:
 THE HEBER CITY TRAIL RIGHT TO USE TRAILS WITHIN PUBLIC TRAIL EASEMENTS SHOW HEREON, BEING THE RESPONSIBILITY OF THE HEAVENS AT SOUTH FIELDS HOME OWNERS ASSOCIATION.

COMMON AREA NOTICE:
 THE MEADOWS AT SOUTHFIELDS HOME OWNERS ASSOCIATION IS RESPONSIBLE FOR THE ONGOING MAINTENANCE OF COMMON AREAS DISCLOSED ON THE PLAT.

STORM DRAIN EASEMENT NOTICE:
 THE STORM DRAIN EASEMENT IN COMMON AREA F IS TO ACCOMMODATE THE STORM WATER RUNOFF FOR THE SUBDIVISION. HEBER CITY HAS THE RIGHT OF ACCESS TO COMMON AREA F TO MAINTAIN AND REPAIR SAID FACILITIES. NOT ONLY SHALL COMMON AREA F BE OPEN TO STRUCTURES ABOVE OR BELOW THE GROUND, INCLUDING BUT NOT LIMITED TO FENCES, BRICK, STOPS OR OTHERWISE INSTALLED WITHIN THIS EASEMENT, BUT ALSO SHALL BE KEPT AT THE DISCRETION OF HEBER CITY. THE HOME OWNERS ASSOCIATION IS RESPONSIBLE FOR MAINTAINING AND REPAIRING OF THE FACILITIES. FENCES CONSTRUCTED AROUND THE FACILITIES SHALL CONTAIN A 12 FOOT SIDE CLEAR TO NECESSARILY ACCESS BY HEBER CITY CORPORATION.

RESTRICTIONS FOR SIGNAGES IN COMMON AREAS:
 SIGNAGES ARE PROHIBITED WITHIN THE SUBDIVISION UNLESS THE LOT OWNER DEMONSTRATES AT THE TIME OF BUILDING PERMIT THAT SIGNAGE IS NECESSARY AND APPROPRIATE FOR A BUSINESS PURPOSE THAT CONSIDERABLE TRADE ALONG THE EASEMENT WILL BE NECESSARY TO CONTROL GROUNDWATER.

HEAVENLY BY-PASS NOTICE:
 1. A FUTURE HIGHWAY BY-PASS OR HIGHWAY AS PLANNED IMMEDIATELY ADJACENT TO THIS SUBDIVISION, BY-PASS ROAD MAY CAUSE NOISE, TRAFFIC, DUST OR VISUAL POLLUTION.
 2. HEAVY LOT ACCESS FOR LOTS 15-16 THROUGH HEBER CITY'S FUTURE HIGHWAY BY-PASS RESULTS IN PROHIBITED.
 3. A FENCE SHALL BE INSTALLED AT THE END OF DEVELOPMENT ALONG THE HEAVY LOT LINES OF LOTS 15-16, ADJACENT TO THE FUTURE HIGHWAY BY-PASS, AT THE TIME OF SURVEYOR'S CONSTRUCTION.

DEED	PLAT	BOOK	PAGE	DATE	RECORD	REMARKS
1	1	1	1	1	1	1
2	2	2	2	2	2	2
3	3	3	3	3	3	3
4	4	4	4	4	4	4
5	5	5	5	5	5	5
6	6	6	6	6	6	6
7	7	7	7	7	7	7
8	8	8	8	8	8	8
9	9	9	9	9	9	9
10	10	10	10	10	10	10
11	11	11	11	11	11	11
12	12	12	12	12	12	12
13	13	13	13	13	13	13
14	14	14	14	14	14	14
15	15	15	15	15	15	15
16	16	16	16	16	16	16
17	17	17	17	17	17	17
18	18	18	18	18	18	18
19	19	19	19	19	19	19

DATE OF SURVEY: APRIL 2025

TAB 3

Rules of Order and Procedure for the City Council – Proposed Amendments – 2016

1.0- Role of the Mayor

I- Taking into account the advice of City Staff, The Mayor will organize the order of the Agenda items for the Work Meetings, Regular Meetings and Special Meetings.

J- Taking into account the advice of City Staff, The Mayor will determine if the agenda item will be placed in the Work Meeting, Regular Meetings or Special Meetings.

K- Working with the City Recorder and City Manager, as Chairman, the Mayor shall be responsible for all city council agendas, and any other items requiring public hearings. As Chairman, the Mayor shall have sole discretion to change agendas items unless specifically prohibited by State Code.

2.1 .A The Regular City Council meeting shall be convened in the City Council Chambers at 75 North Main Street in Heber City beginning at 6:00 pm.

2.1.C Cancellation and/or Rescheduling of Meetings: Any regular meeting may be cancelled or rescheduled by a majority vote of the City Council. The City Recorder shall ensure that any cancellation, alternate date/time or alternate location is published on the City's website, the Utah Public Meeting Notice website or other generally accepted medium as designated by city ordinance or State Law.

Section 3.0 Deadline for Filing and Removal of Agenda Items

A- Deadline for the General Public - All items submitted by the general public to be placed on the current scheduled Work or Regular City Council meeting must be in writing with sufficient detail for that agenda item by the designated date and time. The deadline for submitting an agenda item to the City Recorder is 1:00 pm the day of the scheduled Agenda Prep Meeting. All Agenda items submitted after this time will be deferred until the next scheduled Agenda prep meeting, unless otherwise authorized by the Mayor

B- Deadline for City Council, Mayor or Staff - All Items submitted by the City Council, the Mayor or City Staff to be placed on the current scheduled Work or Regular Council Meeting must be in writing with sufficient detail for that agenda item by the designated date and time. The deadline for submitting such agenda items to the City Recorder is 1:00 pm on the day of the scheduled Agenda Prep Meeting. All agenda Items submitted after this time will be deferred until the next scheduled Agenda prep meeting, unless otherwise authorized by the Mayor.

3.1.C Media Publications – The City Recorder shall make arrangements to have the “tentative agenda” for any workshop, regular, alternate or special meeting published on the City’s website and the **Utah Public Meeting Notice website** or other generally accepted medium as designated by the City Council. The “tentative agenda” shall be the agenda prepared and distributed to the press/media three days prior to the regular or alternate meeting. The agenda packets will be posted on the City’s website by 5:00 p.m. within three days prior to the City Council Meeting.

3.2- Agenda Item Information

All of the following items must first go through a work meeting before being presented at the Regular City Council Meeting: Ordinances, Policies, Resolutions, Subdivision Approvals, Annexations and Grants. (This shall not be considered an exhaustive list, and is representative of and intended to be an inclusive and exemplified list and not exclusive of other related or similar potentially inclusive items.)

5.0 Motion Procedures Section

5.2 Allowed Motions

4. Motion to End Debate: When a motion for the "previous question" is made (whether formally or in a nonstandard form such as "calling the question", "close debate", or "calling for a vote"), a majority vote (or unanimous consent) is required to successfully carry the motion and end debate. A single member cannot force the end of debate. Also, interrupting someone by calling out "Question!" or "Call the question" is not appropriate (any such request should be made by obtaining the floor like any other motion, or any such request). This motion is not debatable, and a vote to end debate on the issue shall be taken immediately without further debate, because having debate on such a motion would defeat its purpose. **The only issue on such a vote is whether to end debate on the particular item of present discussion.**

7.1- Standard Adjournment

A. The hour of adjournment is **10:00 pm** and will not continue beyond that time without a majority vote of the City Council **including the Mayor.**

1- To assist in making the determination to continue past the hour of adjournment, the City Council may determine if deliberation could be concluded by **11:00 pm**. Otherwise all items remaining after the hour of adjournment will be deferred until the next scheduled meeting.

TAB 4

ORDINANCE 2016-17

AN ORDINANCE AMENDING THE CONSOLIDATED FEE SCHEDULE **APPENDIX “A”** (**Consolidated Fee Schedule**) ASSOCIATED WITH AND PERTAINING TO THE PLANNING COMMISSION FEES, TITLE 3.15, HEBER CITY MUNICIPAL CODE, REVENUE AND FINANCE.

BE IT ORDAINED by the City Council of Heber City, Utah, that Appendix “A” associated with Title 3.15 of the Heber City Municipal Code is amended as and pursuant to the attached Exhibit A. This ordinance is adopted to reflect the City Council’s decision to change the Planning Commission Fees as indicated in said Exhibit A.

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, a complete copy has been published in the Wasatch Wave or a complete copy has been posted in three public places within Heber City 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 McDonald

ATTEST:

RECORDER

Date: _____

PLANNING COMMISSION

Service	Fee	
Amend General Plan	\$ 700.00	\$900.00 + \$25.00/Acre
Annexation Fee (under 5 acres)	\$ 1,000.00	\$1,500.00
Annexation Fee (over 5 acres)	\$ 1,000.00 + \$25.00/acre	\$2,400.00 + \$25.00/Acre
Small Subdivision/Lot Split	\$ 300.00	\$1,400.00 + \$100.00/Unit
Subdivision Concept Approval/Planned Community Master Plan	\$ 350.00	\$1400.00 + \$5.00/Unit
Subdivision Preliminary Subdivision	\$ 300.00 + \$100.00 per lot	\$1600.00 + \$100.00/Unit
Final Subdivision Final	\$ 300.00 + \$100.00 per lot	\$2,800.00 + \$100.00/Unit
Commercial Concept Development Approval	\$ 600.00 + \$50.00 per acre	\$2,400.00 + \$215.00/Acre
Subdivision Final Plan Renewal (for subdivisions not expired)	N/A	\$500.00
Commercial Final Development Approval	Included in Concept	
Preliminary Manufactured Home Park Plat	\$ 300.00 + \$25.00 per lot	
Final Manufactured Home Park Plat	\$ 300.00 + \$25.00 per lot	
Preliminary Recreational Vehicle Park Fee	\$ 200.00 + \$5.00 per pad	\$1,000 + \$5.00/Pad
Final Recreational Vehicle Park Fee	\$ 200.00 + \$5.00 per pad	\$1,000 + \$5.00/Pad
Duplex/Multi-Family Dwelling (up to 3 units)	\$ 300.00 + \$30.00 per unit	\$1500.00 + \$30.00/Unit
Duplex/Multi-Family Dwelling (over 3 units)	\$ 200.00 + \$25.00 per unit	
Zone Change Zoning Map Amendment	\$ 500.00 + \$25.00/acre + costs	\$900 + \$25.00/acre
Combined General Plan Map and Zoning Map Amendment		\$1,200 + \$25.00/acre
Road Dedication or Vacation		\$400.00
Conditional Use/Special Exception	\$ 200.00 + costs	\$500.00
Telecommunications Approval	\$ 100.00	\$300.00
Zoning Ordinance Change Text or General Plan Text Amendment	\$ 750.00	\$1,000
New Zone Adoption	\$ 1,500.00	\$1,500 + costs
Plat Amendment	\$ 300.00	\$600.00 + \$25.00/Unit
Lot Line Adjustment	\$ 150.00	\$200.00

PLANNING COMMISSION

Service	Fee	
Board of Adjustment Appeal	\$	75.00 \$200.00
Appeal to City Council		N/A \$250.00
Planned Community Master Plan Approval	\$	1,500.00 See Sub Concept +\$10.00 per lot
Sign Permit	\$	20.00 \$50.00 + \$5.00/Sign +\$5.00 per sign
Predevelopment Conference or DRC (with no formal application)		N/A \$200.00
Zoning Certification or Administrative Interpretation		N/A \$75.00

TAB 5

Airport Manager Staff Memo

Sep 1, 2016 City Council Work Meeting

Agenda Item: **Hangar Pad Updates and Issues**

1. Hangar Pad Bidding and Sales. The Council previously agreed to offer two more 50x50 hangar pads in addition to the original four to allow all six bidders a pad. The following are the final awards with referenced locations shown on the attached drawing:

#2A – Brandon Marion (\$35,000 upgrade price)

#3A – Tom Weaver (\$35,000 added pad)

#4A – Ben Binger (\$35,000 original bid)

#5A – Demain Brooks (\$31,256 original bid)

#5B – Lou Mauro (\$25,000 added pad)

#6B- Louie Tessler (\$21,243 original bid)

Total of Sales Prices: \$182,499 one-time payment

Approximate Annual **Ground Lease Revenues Generated: \$9,900/year**

Approximate City, County, and School District **Real Estate Taxes Generated: \$7,200/year**

2. Survey of Hangar Pads. The above hangar pads were never surveyed nor were the corners pinned. The Airport Manager is working with the Cities previous and current consultants, Armstrong Consultants and GDA Engineers, to rectify the matter. Per GDA's attached Aug 25, 2016 email, their **cost to survey just the eleven 50x50 hangar pads is \$4,350**. The T-hangars planned between the two 50x50 rows will also need to be surveyed prior to their construction.

3. Additional 50x50 Hangar Pads. There are three remaining NE-facing 50x50 pads that can be sold—#2B, #3B, and #4B. Per the two attached emails, there are two interested buyers. Staff recommends the Council release these last 50x50 pads for sale at the established \$25,000 market value on a first come first serve basis. The people on the Airport's waitlist were notified about the previous bidding, but only six responded with bids.

4. Last Vacant 100x100 Hangar Pad. The Airport has received several inquiries from potential buyers about the last remaining 100x100 pad. Staff recommends the City consider starting talks with one of the two original developers, Mr. Mel McQuarrie, to address his concerns that (a) The City granted him a first right of refusal to build on this pad, and (b) The City owes him reimbursement for the costs he and his now deceased partner, Mr. Dave McCoy, incurred to install the utility stubs on the pad in year 2000.

5. T-hangars Proposal. Staff recommends the City at some point consider four options for the proposed T-hangars: (a) City-built and operated monthly/nightly rentals, (b) City-issued RFP for a developer to build and operate monthly/nightly rentals with the City receiving gross monthly revenue sharing from the operator, at a percentage to be determined, in addition to the annual ground lease fees, (c) City-issued RFP for developer to build and sell units individually with City receiving a portion of the sale prices, in addition to the annual ground lease fee, or (d) City-built and sale of units individually.

Paul Boyer
Airport Manager

-----Original Message-----

From: "Tabatha Hansen" <thansen@gdaengineers.com>

Sent: Thursday, August 25, 2016 3:18pm

To: "pboyer@ci.heber.ut.us" <pboyer@ci.heber.ut.us>

Subject: RE: New Hangar Pad Drawing

Paul,

Good afternoon! Since we seem to be playing phone tag, I thought I'd at least get my questions and information over to you and then you can call me to discuss.

It's my understanding that you are wanting two lease areas surveyed and marked. According to your sketch, one lease area has 6 lots and the other 5. The pads are marked 50' x 50'. What I currently have in mind is to send a surveyor down on Monday to do the survey and begin drafting the lease areas. Tuesday he would need to meet with you to review the map and get final approval, and then he can set the monuments for the lots. In the past it has worked well to do a record of survey showing all the lots and then recording that with the county. The lease area legal descriptions then become something like "Lot 5 of Hangar Lease Area B as shown on the Record of Survey recorded in Plat Cabinet M at Page 150." This is more cost effective than doing an individual exhibit for each lot. The questions I need answers to in order to move forward with this plan are the dimensions of the lots, or if you just want them equal size, then the distance they need to be from the pavement areas and the space between pads. I have attached a clip of the last one we completed like this so you can see what I'm talking about. It could also be beneficial to be on site with our surveyor while he's surveying the area and you two could decide the dimensions then. If we move forward with this plan, we can have monuments in the ground for each lot on Tuesday (so long as you're available Monday and Tuesday for guidance and review). We would then have the final signed record of survey ready for recording the following week, probably around September 9th as our surveyor that would need to sign it is out of town at a conference until then.

The estimated price to do this work as I described it above is \$4,350. A large part of this cost is the travel, but it's my understanding that time is of the essence on this and so we cannot wait until we are in the area again.

Please let me know what you think and feel free to call me to discuss.

Thank you,

Tabatha Hansen | GDA Engineers

Office: 307-587-3411

thansen@gdaengineers.com | www.gdaengineers.com

From: Tabatha Hansen

Sent: Wednesday, August 24, 2016 3:45 PM

To: pboyer@ci.heber.ut.us

Subject: RE: New Hangar Pad Drawing

Paul,

Good afternoon! I just have a few questions and details I'd like to discuss with you. Can you please give me a call at 307-587-3411 when you have a chance?

Thank you,

Tabatha Hansen | GDA Engineers

Office: 307-587-3411

thansen@gdaengineers.com | www.gdaengineers.com

From: Jeremy McAlister

Sent: Wednesday, August 24, 2016 9:45 AM

To: pboyer@ci.heber.ut.us

Cc: Tabatha Hansen <thansen@gdaengineers.com>; Justin Ness <jness@gdaengineers.com>

Subject: RE: New Hangar Pad Drawing

Paul,

Good morning. I wanted to let you know that I am in receipt of your email with the attachment. I have spoken with our Survey Department. We will try to get back with you either later this afternoon or tomorrow with Scope and Fees. I've conveyed to our Survey Department that time is of the essence.

Sincerely,

Jeremy McAlister, PE | GDA Engineers

Office: 435-315-3168 | Mobile: 435-503-5219

jmcalister@gdaengineers.com | www.gdaengineers.com

From: pboyer@ci.heber.ut.us [<mailto:pboyer@ci.heber.ut.us>]

Sent: Tuesday, August 23, 2016 11:55 PM

To: Jeremy McAlister <jmcalister@gdaengineers.com>

Subject: New Hangar Pad Drawing

Jeremy:

I have attached a copy of the "cartoon" diagram for the 11 hangar pads that need to be surveyed. Thanks for helping on this. The lessees for #2A, #3A, #4A, #5A, #5B, and #6B are anxious to start construction.

I will be at the A/p most of Thursday starting around 10am if you want to walk the pads.

Paul B.

-----Original Message-----

From: "Mark Hopgood" <mrhopgood@gmail.com>

Sent: Friday, August 26, 2016 3:06pm

To: pboyer@ci.heber.ut.us

Subject: Re: 36U hangar pads

Airport Manager, Heber City Airport:

Mr. Paul Boyer,

Please inform the City that I would like to purchase 50X50 pad #4B for \$25,000.00. I would like to take advantage of purchasing/building with the other current owners and my understanding is that #4B is available.

I currently hangar both my 1947 Luscombe and my 1948 Navion at the Heber Airport.

Thank you very much.

Look forward to hearing from you.

Best,

Mark Hopgood

mrhopgood@gmail.com

[435.729.9981](tel:435.729.9981)

-----Original Message-----

From: "Jay Henry" <jnjbird@me.com>
Sent: Saturday, August 27, 2016 9:16pm
To: pboyer@ci.heber.ut.us
Subject: Hanger Pad Lease #3B

Mr Boyer,

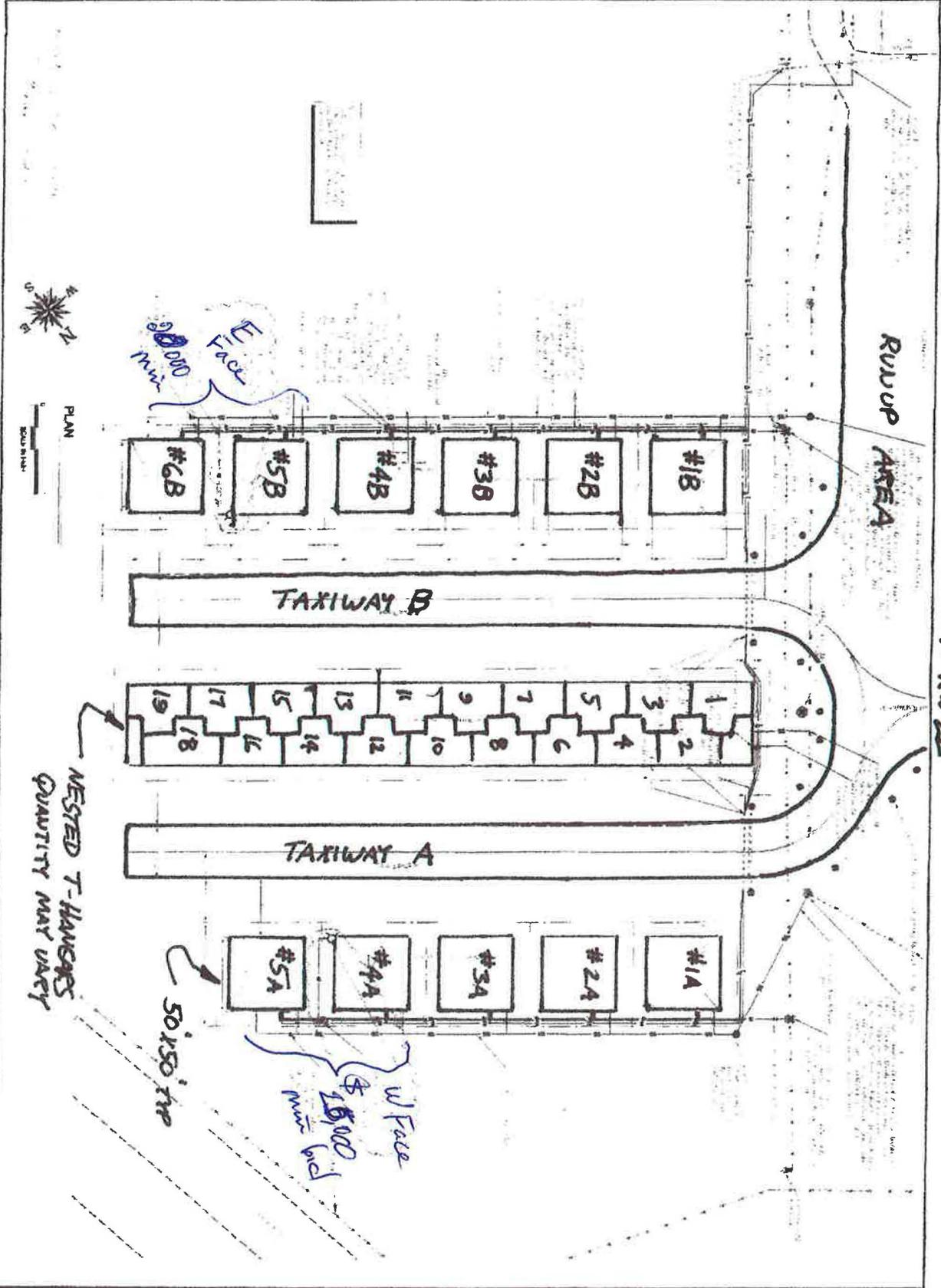
I would very much like to Lease the land and purchase the utility stubs and grading for Hanger Pad #3B when it is available. I understand the Grading and Utility stubs would be \$25,000 and the ground would be leased as it is at all FAA Grant airports. Please forward me any information available on building requirements/restrictions and lease details that are available and how we would proceed with acquiring the Lease.

Thank you,

Jay Henry
jnjbird@mac.com
1189 W. Wintercress Trail
Heber, UT 84032
(208) 841-7726

EXHIBIT "A"

To Rwy 22



SALBERG BEEM
Attorneys and Counselors at Law

P.O. Box 1299
7620 Royal Street East, Suite 202A
Deer Valley, Utah 84060

Stephen G. Beem, PC
Also admitted: Tennessee & Mississippi

Jeffrey D. Salberg, PC
Also admitted: Indiana & Florida

Telephone (435) 615-1301
Toll Free (866) 874-4507
Facsimile (435) 615-7933

HAND DELIVERED

August 9, 2006

Mr. Mark Anderson
City Manager
75 North Main Street
Heber City, Utah 84032

Re: RFP – Heber City Municipal Airport Executive Hanger Site Lease (Lot 23)

Dear Mr. Anderson:

Please be advised I represent Mr. Melvin McQuarrie/Gear Down, LLC regarding issues that have arisen from the bid process related to the above mentioned RFP. As you know, Gear Down, LLC developed 22 hanger sites at the Heber City airport dating back to 1999. Gear Down, its sole expense, installed all of the utilities and additional site improvements necessary to service the entire planned development, including Lot 23. These improvements include installation of sub-base on undeveloped hanger sites in anticipation of paving and paving of additional taxiways. The current RFP does not address a fair share payment to Gear Down for the use of the improvements to develop Lot 23.

Additionally, it has come to Mr. McQuarrie's attention that the Airport Board intends to recommend the City Counsel approve the lowest revenue producing lease offer. Mr. McQuarrie can not come up with a rational reason why the City would consider a proposal that generates the least amount of revenue payments to the City. For example, Mr. McQuarrie's bid included a higher yearly rental rate with payments beginning upon approval of his bid and not upon completion of the building. Also, the City has had the opportunity to see the quality of his work and the reliability of his representations.

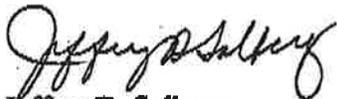
Mr. McQuarrie also believes that he previously obtained the right to develop Lot 23 pursuant to former understandings and agreements with City officials. However, if the City will delay any action on the current RFP for a minimum of thirty days and engage in good faith discussions about (1) the current RFP's deficiencies, (2) the compensation due Gear Down, LLC for use of its improvements to develop Lot 23 (and other available Lots), (3) who should pay Gear Down for its infrastructure improvements (the City or future developer of the site), and (4) possible

reissuance of a revised RFP; Mr. McQuarrie will agree to also enter into good faith discussions to resolve all issues.

Mr. McQuarrie believes the city's best interests are not being served by awarding the Lot 23 Hanger Site Lease to the lowest revenue bidder. The RFP, as it currently exists, does not make provisions for a fair share payment to Gear Down, LLC nor does it maximize potential revenue to the City. If the City chooses to move forward without a reasonable delay to allow a good faith effort to address the issues raised in this letter, then Mr. McQuarrie will aggressively object and seek appropriate compensation from the City through Court proceedings.

Please defer any action for a minimum of thirty days on the Hanger Site Lease RFP and schedule a meeting at the parties' earliest possible convenience to discuss the issues and acceptable solutions.

Respectfully,



Jeffrey D. Salberg
Attorney for Melvin McQuarrie and
Gear Down, LLC

MEMORANDUM

TO: Heber City Council and Mark K. Anderson, City Manager
FROM: J. Mark Smedley, Heber City Attorney
RE: Hanger Ground Lease Agreement: Melvin McQuarrie and Heber City
DATE: August 8, 2006

Issue: What, if any risk of liability could the City expect from an action initiated by Mr. McQuarrie seeking damages as a result of the City not awarding him the right to develop adjacent property to his previous development, but instead, awarding the bid and opportunity to another?

Answer: While there is a risk that Mr. McQuarrie may sue the City regardless of the risk, based upon the facts explained to me by City Staff, as to the history of the Agreement and from review of the relevant Agreements themselves, in my opinion the only substantive risk would be that the City could be required to reimburse Mr. McQuarrie the costs of the improvements he has installed for his development.

The development anticipated and described in the Airport Development Agreement is complete. In fact some of McQuarrie's development goes beyond the boundaries of the agreed upon development parcel or area, as described in Exhibit "A" of said Agreement. Paragraph 4 of the Airport Development Agreement specifically mandates: "All improvements and facilities shall remain with the property and become the property of Heber City as herein provided and as set forth in the attached Exhibit B." Said Exhibit B, which was the Hanger Agreement, has been changed, such that it appears that the Hanger it self remains the property of the Hanger owner, but the "improvements" are owned by Heber City. The leasehold duration was reduced from 30 years to 20 years. The leased land remained in the ownership of the City. While it is somewhat unclear as to the ownership of the facilities and what that means, based on the new Lease Agreement with the individual hanger owners, it is clear that the improvements, installed by the developer become the property of Heber City, pursuant to the original Development Agreement. This is based upon an interpretation that "Improvements" are defined as "utility infrastructure".

AIRPORT DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 27 day of OCTOBER, 1999, by and between Heber City as Owner and John David McCoy and Melvin McQuarrie as Developers,

WITNESSETH:

WHEREAS, the Developers are desirous of developing private hangars on certain land owned by Heber City; and

WHEREAS, Heber City is willing, subject to the terms and conditions contained herein, to permit the same.

NOW, THEREFORE, the parties mutually agree as follows:

(1) Before making any changes or modifications on the area proposed for development, Developers shall submit plans and specifications to Heber City for prior approval, which plans must meet the arbitrary standards of attractiveness and safety of Heber City. All construction or improvements on the designated site must be approved in writing by Heber City.

(2) Developers agree to pay such property taxes, if any, as might be assessed against their interest in the premises. Date of possession shall be the date of this contract and the premises covered by this agreement are as described in Exhibit A.

(3) Developers shall be responsible for obtaining the necessary utilities used in connection with construction and ongoing existence of the hangars.

(4) All improvements and facilities shall remain with the property and become the property of Heber City as herein provided and as set forth in the attached Exhibit B.

(5) The effective date for the lease fee for each hangar space shall be on the date of substantial completion of the hangar or four years from the date of this lease, whichever is the earlier date.

(6) Developers agree as follows:

- (a) hangar facilities are to be constructed consistent with a B-2 category airport;
- (b) to meet with the Airport Advisory Board annually to determine if the terms of the agreement are being met;
- (c) the initial development of the property is to include executive corporate aircraft hangars, box hangars for small single and twin engine aircraft,

and "T" hangars;

- (d) the Developers (or assigns as approved by the City) are responsible for the management of the hangar facilities (paperwork, enforcement, maintenance, snow removal and so forth);
- (e) to provide the City with, for City approval, a plan which set forth how Developers propose to extend and provide paved access, natural gas, telephone, electric power, sewer (or septic tanks and a drain field) and so forth;
- (f) to provide a plan, that meets City approval, showing how the Developers plan to provide for perpetual management and maintenance of the facilities;
- (g) to construct the hangars and supporting facilities per the specifications set by the Uniform Building Code, the Heber City Building Administration authority, and the regulations set by the Federal Aviation Administration;
- (h) to provide a \$50,000.00 performance bond or such other form of security as approved by City Manager and Attorney to assure completion of this contract as it relates to the required improvements.

(7) Once a hangar has been completed the same shall be subject to a lease in the form attached hereto as Exhibit B;

(8) All tenants under the Exhibit B leases shall be subject to a restrictive and protective covenant agreement. Said agreement shall include provisions requiring the respective tenants to associate for the common purpose of the ongoing maintenance and betterment of the interior and exterior of the hangars so that the lessee owners and users of the hangars are jointly and severally responsible for the premises. The form of this agreement must be approved by the City and once approved shall be attached hereto as Exhibit C and become a part of this agreement.

(9) Until the hangars are leased and the lessee has insured the same, Developers agree to be responsible for any and all loss as a result of fire, theft, vandalism or other destruction and waives any and all claims for damages therefrom against Heber City.

(10) Developers agree to be responsible for any and all damages caused in the use of said premises by the Developers, Developers' assigns, agents, guests, or invitees, and Developers agree to defend any and all claims filed against Heber City, and Developers shall hold Heber City harmless therefrom.

(11) Developers agree to comply with all airport regulations

now in existence or hereinafter adopted, whether they be state, federal or local.

(12) Developers agree that the use of said premises is not to interfere with the use of the airport facilities by the flying public.

(13) Developers are to keep front and rear sides of hangar units clear of weeds and debris. No personal property shall be stored on the outside of the hangars.

(14) The Developers (and their assigns as approved by Heber City) shall use the hangars only for service and storage of aircraft and other aviation-related items and not for the storage of non-aircraft related personal property.

(15) The Developers shall not maintain any nuisance on the premises and shall not allow any excessive or unreasonable noise, odor, or visually obnoxious condition to occur on the premises or within the hangar.

(16) Heber City and Developers each agree that should they default in any of the covenants or agreements contained herein, that the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise from enforcing this agreement.

(17) This contract cannot be assigned without the written consent of Heber City, which consent is not to be unreasonably withheld.

WITNESS the hands of the parties this 27 day of October, 1999.

HEBER CITY:

By: [Signature]
Mayor

[Signature]
John David McCoy, Developer
Member

[Signature] 12/2/99
Melvin McQuarrie, Developer
MEMBER

ATTEST:

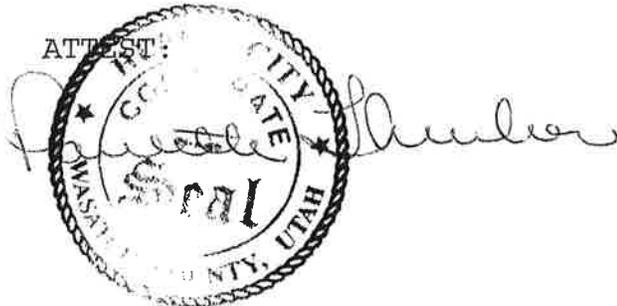


Exhibit "A"

COMMENCING N 00°12'40" W 873.37 FEET ALONG THE SECTION LINE AND EAST
1653.78 FEET FROM THE SOUTHWEST CORNER OF SECTION 7, T4S, R5E, SLB&M

THENCE N 49°42'38" E 725.00 FEET,
THENCE S 40°17'22" E 260.00 FEET,
THENCE S 49°42'38" W 160.00 FEET,
THENCE S 40°17'22" E 180.00 FEET,
THENCE S 49°42'38' W 565.00 FEET,
THENCE N 40°17'22" W 440.00 FEET TO THE POINT OF BEGINNING

PARCEL CONTAINS 6.66 ACRES

AIRPORT HANGAR AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20____, by
and between HEBER CITY as Owner and _____
_____, as the Tenant,

WITNESSETH:

WHEREAS, the Tenant is desirous of leasing land that has a private hangar located upon
the property of Heber City, and

WHEREAS, Heber City is willing, subject to the terms and conditions contained herein, to permit
the same.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- (1) If a private hangar is to be constructed by Tenant, Tenant shall submit plans and specifications to the Owner for prior approval which plans must meet the arbitrary standards of attractiveness and safety of the Owner
- (2) All construction or improvements on the site leased must be approved in writing by Heber City.
- (3) Tenant agrees to pay all property taxes assessed upon said hangar and leased premises and Tenant shall be responsible for obtaining any utilities used in connection with the hangar.
- (4) This agreement shall be binding for a term of 30 years and at the expiration thereof all facilities shall remain with the property and become the property of Heber City.
Effective date on receipt of occupancy permit.

- (5) Tenant agrees to pay a starting annual rental for said premises of \$500 per hangar or .10¢ per square foot of the leasehold, whichever is the greater, per year payable in advance with said amount increasing by 10% after the first five years with an addition 10% after the second five years and so forth each five years thereafter so that there is a compounding 10% increase after each five years.
- (6) Tenant understand and agrees to be responsible for any and all loss as a result of fire, theft, vandalism or other destruction and it waivers any and all claims for damages therefrom against Heber City.
- (7) Tenant agrees to be responsible for any and all damages caused in the use of said premises by the Tenant. Tenant's agents, guests, invitees or others, and Tenant shall defend any and all claims filed against Heber City and Tenant shall hold Heber City harmless therefrom.
- (8) Tenant agrees to comply with all airport regulations now in existence or hereinafter adopted whether they be state, federal or local.
- (9) Tenant agrees that the use of said premises is not to interfere with the use of the airport facilities by the flying public.
- (10) Tenant is to keep front and rear of hangar unit clear of weeds and debris. No personal property shall be stored on the outside of the hangar.
- (11) The Tenant shall use the hangar only for storage and service of aircraft and/or aviation-related items.
- (12) Tenant shall be responsible for the upkeep and maintenance of the unit leased, including, but not limited to all exterior and interior surfaces, plumbing, electrical wiring, concrete, doors, etc. The exterior shall not be altered without the written

permission of Heber City. All painted surfaces shall be kept painted and repainting shall be done as necessary in order to preserve an attractive, well-maintained appearance. Before the hangar can be used for commercial purposes, adequate city approved restroom facilities must be installed.

- (13) Tenants may associate with other tenants for the maintenance and betterment of the building exterior and to formulate rules and regulations for the operation of the hangars, but may not change the minimum terms and standards herein set forth without the written consent of Heber City Corporation.
- (14) Tenant shall not maintain any nuisance on the premises and shall not allow any excessive or unreasonable noise, odor, or visually obnoxious condition to occur on the premises or within the hangar; and tenant shall maintain the premises, interior and exterior, in clean, sanitary and pleasing to sight conditions.
- (15) Heber City and Tenant each agree that should they default in any of the covenants or agreements contained herein, that the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise from enforcing this Agreement.
- (16) In the event Tenant abandons the hangar or premises, or does not actively use the same for a period of more than one year, or should Tenant fail to pay the rent when due or within sixty (60) days of when written notice of said delinquency is mailed to the Tenant to the following address or such other address as the Tenant has substituted by giving written notice to Heber City, then the lease shall terminate and the hangar and improvements on said property shall become the property of Heber City. The address of Tenant to which notice is to be sent is the

following:

The parcel and/or hangar covered by this lease agreement is located at Heber City Airport and is identified as hangar number _____ and is more particularly described in the attached Exhibit A or as follows:

- (17) This contract cannot be assigned without the written consent of Heber City, which consent is not to be unreasonably withheld. A 1% TRANSFER FEE OR ONE HUNDRED DOLLARS (\$100.00) whichever is more will be paid based on current assessor's valuation at time of transfer of Contract or Sale of Hangar.
- (18) If at the end of the term of this lease Heber City should elect to continue to lease the premises, then the Tenant shall have a first right of refusal.
- (19) Heber City reserves the right to terminate this lease upon giving four months 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 Tenant for the original cost of the improvement, the hangar, less depreciation based on straight line depreciation thirty years life expectancy. Or, the City may elect to take the Tenant's lease interest and interest in the hangar by use of its power of eminent

domain.

(20) Any insurance coverage of the improvements on the leased premises shall include Heber City as an additional or co-insured.

WITNESS the hands of the parties hereto this _____ day of _____,
20____.

HEBER CITY:

By: _____
Mayor

Tenant

Attest:

Clerk

Tenant

TO: Heber City Council; Mark K. Anderson, Heber City
Manager

FROM: J. Mark Smedley, Heber City Attorney

DATE: June 6, 2006

As per your request, here are my comments from my review of the Airport Development Agreement and Airport Hanger Agreement with Melvin McQuarrie and John David McCoy.

In my opinion, from my review of the Agreements and my visit to the site, the City appears to have no legal obligation to lease the additional hanger site and pad area to Mr. McQuarrie as a result of entering into the prior Agreements. Nor does it appear that the City is obligated to compensate Mr. McQuarrie for use of the City's easement that lies East and adjacent to the McQuarrie hanger. The City owns the property and has need for access for the proposed, new hanger. As you have suggested, the City would be wise to require any new lease holder to share in the maintenance of the asphalt on the access easement for the new hanger, and I believe the City can request and require such in good faith.

Subject to the interpretation of paragraph (4) outlined below, the Agreements do not appear to directly create any obligation on the part of the City to compensate Mr. McQuarrie for hooking on to the utilities that were put in by Mr. McQuarrie, nor is it directly required that the City compensate him for the use of any easements associated therewith.

However, the numbered paragraph (4) of the Airport Hanger Agreement provides that

*". . . at the expiration thereof (the agreement) all facilities shall remain with the property **and become the property of Heber City.**"*

The phrase, "become the property of Heber City", is troublesome because "to become" implies that the property is not automatically the property of Heber City and such designation must wait for some trigger, i.e., the termination of the lease. It could be argued that until the lease or agreement is terminated, the utilities and "facilities" are the property of the lessee. While this position is debatable, it creates the issue as to what that language means.

Notwithstanding, the City may negotiate with Mr. McQuarrie with regard to the new lease and hanger, but is not legally bound to do so by the Agreements. The City should take caution in blindly offering business opportunities or leaseholds to just one entity or person at the risk of appearing biased and monopolistic in its development. However, Mr. McQuarrie should be given the same opportunities and advantage that any other interested person would have with such development.

REPORT OF ACTION

To: City Council
From: Mark Anderson
Subject: Report of Action for the June 13, 2006, Airport Advisory Board Meeting
Date: July 3, 2006

This Report of Action is to inform you of the actions and recommendations of the last Airport Advisory Board Meeting. A check mark indicates an item that has been recommended for approval and now requires action by the City Council. Other items are just for informational purposes.

- The Airport Advisory Board voted unanimously in the affirmative to accept Michael Watts' proposal based on the fact that Mr. Watts' proposal was the most complete and he appeared to have interest in the future development of the Airport and that his proposal was the most detailed.

HEBER CITY AIRPORT ADVISORY BOARD MEETING

JUNE 13, 2006

Members Present:	Kathryn Berg	Airport Advisory Board
	Dave Hansen	Airport Advisory Board
	Norm Eiting	Airport Advisory Board
	David Robinson	Airport Advisory Board
Others:	Mark Anderson	City Manager
	Karen Tozier	Airport Advisory Board Secretary
	Al Mickelsen	

Terry Malane, Mel McQuarrie, Karl Dofelmeier

Chairwoman Berg opened the meeting at 7: 41 p.m.

6:30 p.m. **Approval of Minutes**

May 9, 2006 Meeting Minutes

Norm Eiting motioned to approve the minutes of May 9, 2006 as drafted. Dave Hansen seconded the motion. The voting was unanimous in the affirmative.

Item 1 **Review Proposals Received for Executive Hangar**

Mark Anderson indicated they had received three bids and asked the Airport Advisory Board what ought to be done with the requests in respect to the hangar. He indicated that he felt the Board would find interesting in this process is the value the applicants were willing to pay for the leasehold, the timeframe which they would be willing to construct the building, the quality of construction and the financial capability of being able to perform in a timely manner. Mr. Anderson informed the Board that he had included within their packet of information the Airport Development Agreement that Mel McQuarrie and Dave McCoy had signed in 1999 because he thought that this issue would be brought up as they felt the City should give them preferential treatment for future projects due to their development in the past.

At this time the Board moved to Item 2, but would return to discussion on Item 1 when the first applicant arrived for his appointment.

Item 2 **Update on Bids and Construction Projects**

With respect to the UDOT maintenance grant for crack seal and fog coat, they would proceed with the fog coat in the not-so-distant future; in discussion with their consultants and UDOT they decided they would wait until Sept or October to make this more effective for the crack seal. David Robinson asked for a 7 day notice at the Airport so they could work around the project

and Mark Anderson agreed. Mark Anderson indicated he would speak to Armstrong to coordinate; assumed Armstrong would have someone onsite. The timing of this will be delicate in respect to the Airshow and he indicated if this was not done in next 45 days it would probably not get started until next spring. As far as the timetable for the taxiway was concerned, they were waiting for Federal Aviation Administration. If any of their projects fall through money may be available or they may get money, because this was a discretionary project it might have to wait. Federal Aviation Administration may reprioritize and push the taxiway realignment until 2009.

Item 3 **Discuss July Meeting**

It was pointed out that Mark Anderson would not be available for the July meeting. There was a question about the Commemorative Air Force project returning to the Board. David Robinson motioned to skip the July meeting because it would not be prudent without key staff. David Hansen seconded the motion. The voting was unanimous in the affirmative. Norm Eiting suggested that this would not preclude an emergency meeting if necessary.

Continuation of Item 1 **Review Proposals Received for Executive Hangar**

Mark Anderson handed out letters from the City Attorney to the Board to read before the first meeting with those who had proposals to build a hangar.

Mark Anderson commented that it might be good to have a suggestion on joint responsibility of the access to the taxiway. He indicated there was about 40 feet of asphalt outside the leasehold. Chairman Berg asked if the City would have to have them resubmit their proposals. Mark Anderson felt he would possibly have to meet with legal counsel over this and he recommended that the person given the leasehold subject to encouraging him to participate in the maintenance of the leasehold.

Mike Watts arrived to the meeting at 7:12 p.m.

His proposal was to develop a 100 x 100 hangar. He noticed there had been calculation errors on some of the other bids and wanted to make sure that his had been looked at correctly from the building pad size. He asked for clarification that the executive hangar would have the right to use the asphalt in front of Hangar 1 and Hangar 2 to get to Hangar 3 he felt this was imperative to make the hangar accessible. Mark Anderson agreed that this was the way the City was presenting it and that they would need to have access, but he also cautioned that others may have issue with that. This was something that Mr. Watts felt they needed to come to an understanding on. He indicated he was prepared to make a five year prepayment and any CPI adjustments could be billed annually; the City would have the ability to generate a bill in response to this. He pointed out that his proposal differed from these other proposals in this respect where one proposal did not address this at all and the other said that this would not come into effect until four years after. He gave some background information on himself and informed the Board that his intention was to hold the building for a minimum of two years; he was taking on partners who each owned aircraft to use the hangar space and that this would bring economy to the airport in regards to using that site and buying gas and other services that the FBO would benefit from.

Mr. Watts reviewed the remainder of the items on his proposal with the Board. He felt the ability to get through the planning and building dept to build the hangar was critical and specified that his desire was to have the hangar built before winter. He felt that the project could be completed within 60 days which would have to be timed around other improvement projects at the Airport. Mr. Watt's indicated he would like to have a door on the side of the hangar to access the strip of pavement outside the hangar if there was a possibility of this.

Al Mickelsen left the meeting at 7:25 p.m.

Mel McQuarrie arrived to the meeting at 7:37 p.m.

Mr. McQuarrie indicated that two years ago he had approached Mark Anderson and told him that the City was not ready. He passed out the proposal that he and Mr. McCoy had initially signed in 1999. He pointed out that they had invested in and installed utilities for a future phase and that the taxiway that had been put in had been at his cost. He stated, "I just feel that, I guess there was being basically just undue enrichment on the backs of Dave McCoy and I because we had planned or thought that would be another part of ours and at the time we would have done that at the time but we were told this was going to be a parking lot and if that changed then we could negotiate for that property." He then showed plans that they had in 1999 and 2002.

Mr. McQuarrie indicated he was ready to build this year if they could start soon enough, but did not want to build in the winter. He indicated he would pay for the leasehold as soon as the proposal was awarded. He planned on constructing a 110' x 110' hangar if it would fit or a 100' x 100' hangar if the larger hangar did not fit. David Robinson expressed his opinion that one of the biggest problems was that the buildings were placed too close together. He reviewed the plan for the hangar. Overhead doors were planned to be placed in the back to access the back and the hangar would be the same manufacturer and same building style as the current buildings. Mr. McQuarrie left the meeting at 7:53 p.m.

Greg Petersen who was out of state, was telephoned at that time and put on the speakerphone.

Mr. Petersen's proposal was for a 100' x 100' hangar tied to the existing asphalt with parallel parking on each side similar to existing hangars. He indicated he would like to get started in August and be finished as soon as he could. He indicated that Kipslaugh and Associates would be the contractor if the bid was awarded to him. Kipslaugh & Associates was experience in building aviation hangars and had constructed 22 hangars in Steamboat Springs Colorado. Mr. Petersen was asked if he had any tenants in mind and he answered that they were not looking to be landlords.

At 8:02 p.m. the presentations were completed and the Board discussed their feelings on the results of the interviews. Norm Eiting commented on Mel McQuarrie's building in 2000; he felt that in the back of Mr. McQuarrie's mind that he felt he should be involved. Mark Anderson indicated there was nothing in the contract that guaranteed that. There was comment that with Mr. Petersen's proposal that he was quite familiar with the Airport and the day-to-day workings of the Airport. Dave Hansen felt Mr. Petersen's proposal documented the City's requests well. Chairwoman Berg felt that Mr. Watts also had a well documented proposal.

Dave Hansen felt that based on the presentations, he did not see a commitment to break ground now with Mel McQuarrie whereas the other two wanted to break ground now. Kathryn Berg had put together a matrix for her use in comparing the proposals and pointed out differing elements in the proposals. Mel McQuarrie was proposing a 110' x 110' hangar. Greg Petersen was prepared to pay a .35¢ per square foot per year for the building footprint and .20¢ per square foot per year on the remaining portion of the lease, all of the proponents had said they would be responsible for improvements. They were all using the same provider of materials. The Request for Proposal had asked for a maximum 110' x 110' square feet which the City would feel was advantageous from monetary standpoint, but that the CPI and interest rates were important and needed to be taken into consideration and that Mel McQuarrie would not accept CPI and increases until the 5th year.

It was pointed out that Mel McQuarrie's proposal did not work out mathematically. Mark Anderson felt Mr. McQuarrie had assumed a different leasehold size. David Robinson felt there were enough irregularities, such as drainage issues, and the last two pads that he felt uncomfortable; he did not want to repeat this track record. In his perspective there were problems and substandard performance. Although David McCoy had been Mr. McQuarrie's partner it had been Mel McQuarrie's engineering. Norm Eiting expressed that he did not feel comfortable with a developer who was trying to blackmail the City, he indicated his feeling that Greg Petersen would support the future of the Airport and that Mike Watts could build but he asked the question if Mr. Watts had the contacts to sell the hangars; Greg Peterson does have the contacts.

David Robinson indicated that he felt that if Mel's numbers were correct the bid should be awarded to Mel McQuarrie. The question was asked as to whether the proposals had addressed all of the proposal requests? There was consensus that Mike Watts' proposal was probably the only one who addressed the requests and that he was the only person who had showed up to the pre-bid meeting. Mark Anderson indicated that part of the criteria in making a decision was whether the packet was complete based on what was requested and if they were not complete you could disqualify them as competition.

Dave Hansen motioned to accept Michael Watts' proposal based on the fact his was the most complete and he was very well documented as far as his details. Norm Eiting seconded the motion. Norm Eiting expressed that he was impressed with Mr. Watt's statement in building this hangar and hanging on to it for two years with the intent to bring in aircraft that were going to live here and stay here and bring money in. The voting was unanimous in the affirmative.

Administrative Items:

The Board discussed again whether or not to schedule a meeting for July 11th. They felt they wanted a work session on July 11th at 6:30 to go over the rules and regulations. A decision was made to schedule this on July 11th.

The meeting was adjourned at 9:04 p.m.

RFP
Heber City Municipal Airport
Executive Hangar Site Lease
Lot 23

To: Heber City Municipal
Attn: Mark Anderson, City Manager
Heber City, Utah 84032

From: Michael Watts
Michael B. Watts Const. Inc
3100 Crestline Dr.
Park City, Utah 84060
(435) 640-3382 cell
(435) 649-5653 fax

Dated 5/25/06

Re: Executive Hangar Site Lease
Lot 23
Heber City Municipal Airport

Proposed Specific Terms and Conditions:

1. I propose to build a 100' X 100' executive hangar, with all matching components similar to the two existing 100 X 100's. (ie. Matching bi-fold door, man doors, side overheads doors, matching color, height and exterior finish materials.
2. Site Plan: See exhibit A for setbacks and building location.
3. Rental Rates:
-20 year lease term with automatic annual CPI adjustments.
-Assignable and transferable terms and conditions.

Building rate-	\$0.35 per sq. ft.	\$3500.	Yearly
Remain pad portion-	\$0.15 per sq. ft.	\$1692.	Yearly

TOTAL YEARLY LEASE \$5192.00

4. Lease payment schedule:
 - First (5) five years of lease paid up front at time of signing of a twenty year lease. ($\$5,192.00 \times 5 \text{ years} = \$25,960.00$). Any CPI adjustments to be billed yearly.
 - Balance of lease (15 years) to be billed and paid annually. Starting five years from signing of 20 year lease.
5. Lease will include aircraft access to adjacent taxi lanes at no additional cost. The lessee will be responsible for costs of paving and connector to other taxi ways associated only with lot 23.
6. Lessee will comply with all Airport rules and regulations, City building codes and other state laws and ordinances.
7. Lessee has done prior site inspection and accepts conditions ~~with one exception: This proposal is based on the City (Heber) providing sufficient water pressure to existing fire hydrants, such that an additional fire suppression system within the building is not necessary.~~ *mm*
8. Lessee will accept the General terms and conditions listed in RFP, Section 2.
9. Financing conditions:
 - There will be no financing conditions. This project will be built with the owners private funds. Any questions concerning these funds should be directed to; US Bank, Park City Branch, Attn:Tom Brenan (435) 647-3726.
10. Project time line:
 - ASAP Work will start as quickly as awarding the lease and obtaining Building permits through Heber City. I hope to have hangar finished for upcoming winter season.

Thanks for your consideration,



Michael Watts
Michael Watts Const. Inc



STEEL BUILDING SYSTEMS

P.O. Box 580 Caldwell, Idaho 83606
Phone: 208-454-1800 Fax: 208-454-1801

WEB SITE:
WWW.RMSTEEL.COM
WWW.AVIATIONBUILDINGSYSTEM.C

Page 1 of 2 pages

QUOTATION

BUILDER #: EG-060522-13 MC

05-22-06 DV

SALES CONTACT: MILT CHRISTENSEN

MIKE WATTS
3100 CRESTLINE DRIVE
PARK CITY UT 84060

CONTACT: MIKE WATTS
PHONE: 435-640-3382
FAX: 435-649-5653
CELL:

HANGAR
HEBER CITY UT

SPECIFICATIONS:

DESIGN CODE / LOAD: *Customer to Verify Design Code/Loads with Local Building Dept.*

DIMENSIONS:
Width: 100'
Length: 100'
Eave Ht: 33'
Roof Pitch: 1:12
Bay Space: 16'-8"

Design Code: IBC-2003
LOADS: Live (PSF): 20
Snow: Ground: 86 Roof Pf:
Collateral Load (PSF)
Wind Load (MPH): 90
Crane Load (TONS):

EXTENSIONS:
Width (Lean-To)
Width (Lean-To)
Gable End Left:
Gable End Right:

PANELS: Roof: Color: GALVALUME Gauge: 26 PBR
Wall: Color: COLOR Gauge: 26 PBR
Trim: Color: COLOR Gauge: 26
Full Ht. Partition: Color: Gauge:

FRAMES: Left End: TAPERED RIGID
Right End: POST AND BEAM
Frame Type: TRF
Standard "X" Brace:

GUTTER:
Side(s):
Downspouts:

SKY LIGHTS
Roof:
Wall: 2 SIDEWALLS - 2'-9"

INSULATION:
Roof: R30
Wall: R19

RIDGE VENTILATORS:

DOOR: (3) 3070 PREMIER DOORS
DOOR: (1) 16' X 14' INSUL STEEL SECTIONAL OVERHEAD DOOR, HIGH LIFT TRACK
DOOR: (1) 90' X 27' BOTTOM OPERATED ELEC. BI-FOLD DOOR W/LIFT STRAPS W/AUTO LATCH

INCLUDED: DELIVERY OF COMPLETE BUILDING KIT
BI-FOLD DOOR W/LIFT STRAPS W/AUTO LATCH
(17 REINFORCED OPAQUE PANELS) EAVE LIGHTS 2 SW X 2'-9"
R30 MBI INSULATED IN ROOF
R19 MBI INSULATED IN WALLS
ALL STEEL TO TOP 3' CONCRETE STEM WALL

NOTE: PRICE SUBJECT TO MILL INCREASE

Anchor Bolts and Concrete Design are not included, but may be ordered.

F.O.B. TRUCK: HEBER CITY, UT
or Nearest Accessible Site

Payment to be made as follows:

20% DOWN IN THE AMOUNT OF
BALANCE DUE BY CASHIER'S CHECK UPON DELIVERY.
CUSTOMER RESPONSIBLE FOR ALL FEDERAL, STATE
AND LOCAL TAXES, PERMITS AND FEES.

ACCEPTANCE FORM (PAGE 2) WILL BE FOUND ON THE
REVERSE SIDE OF YOUR MAILED QUOTATION.

**PRICING EFFECTIVE FOR 30 DAYS
FROM DATE OF QUOTE**

We propose hereby to furnish material
in accordance with above specifications for the
sum of:

Idaho Sales Tax: _____

TOTAL: _____

Site Plan

Fence line

lot line

proposed additional
turn way & parking
Asphalt

30' Main entry door

lot 23
proposed
100 X 100
Hangar

18' overhead
Doors

proposed
septic

55'
utility
connections

75 X 75

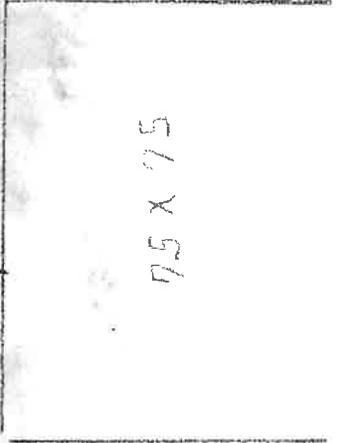
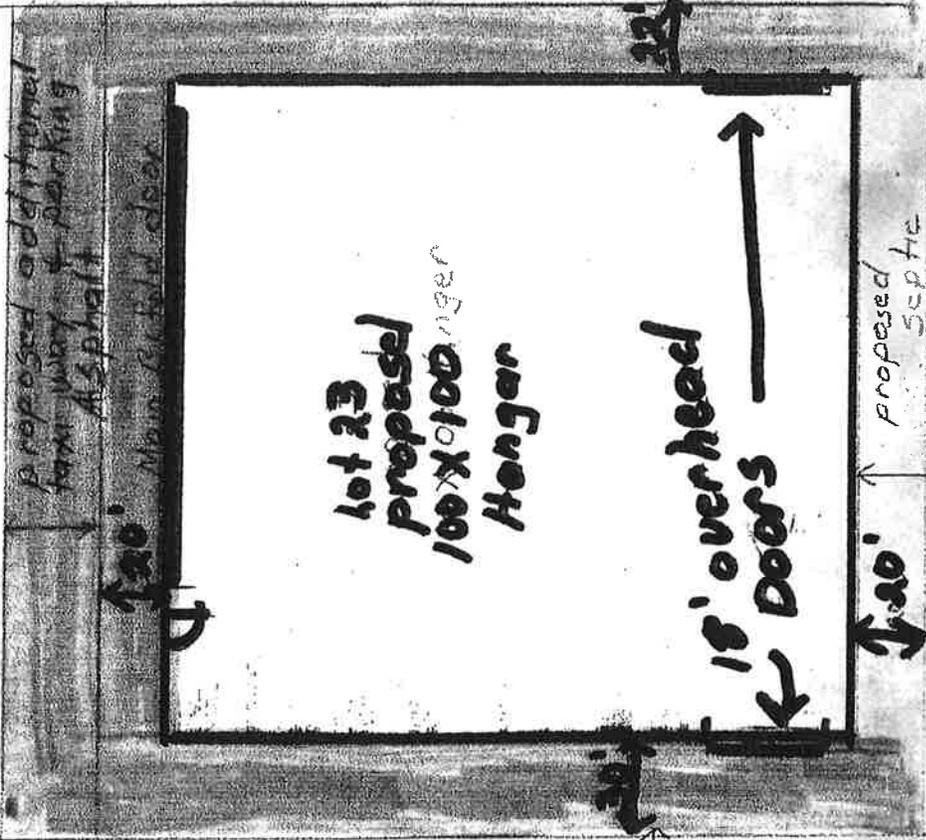
75 X 75

90'

Existing
100 X 100

30'

90'



May 25, 2006

Heber City Airport Advisory Board
Attn: Mark Anderson, City Manager
75 North Main
Heber City, UT 84032

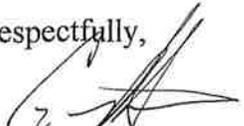
Re: Heber City Municipal Airport Executive Hangar Site Lease

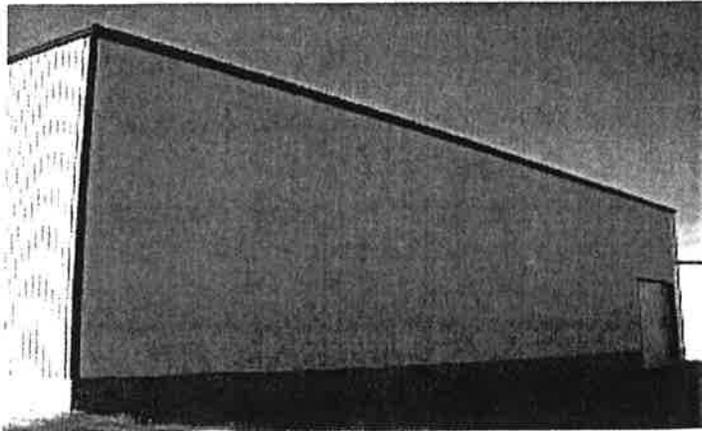
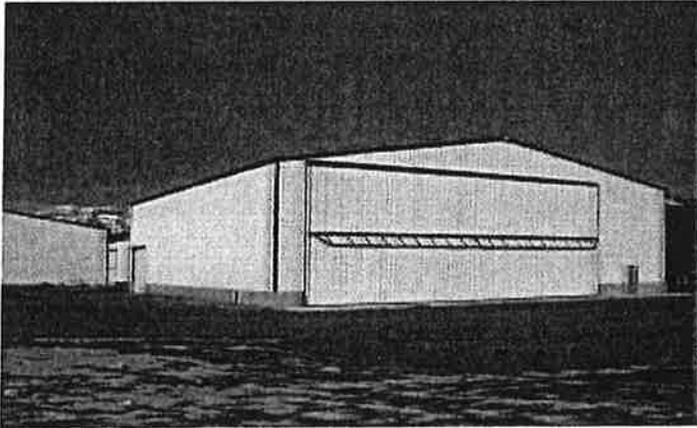
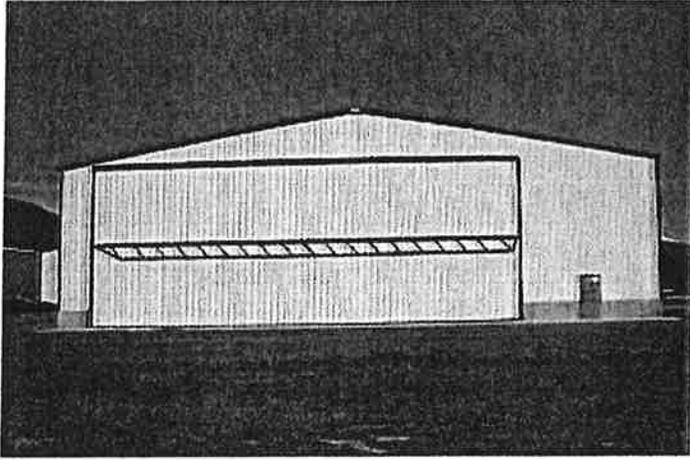
Members of the Board:

Kipslaugh and Associates (K and A), General Contractors, represented by Greg Petersen and Dave McDonald, hereby submits the following bid for the site lease and hangar building described as Hangar Lot 23 in the 2. Heber City Request for Proposal:

1. **K and A** will build a 100 ft X 100 ft aircraft hangar, identical to the two adjacent buildings (Hangars 1 and 2).
 - a. Hangar will tie into existing electrical, water, and septic systems.
 - b. Water and septic will be brought into the building and capped.
 - c. Hangar will be equipped with fire suppression sprinklers, if required.
2. **K and A** will construct an asphalt taxi lane, tied in to the existing taxi lane, to permit aircraft access to the hangar.
 - a. Taxi lane will run approximately 130 ft long, and be approximately 50 ft wide.
3. **K and A** will construct 2 asphalt parking strips, one on each side of the building, estimated to be 100 ft long and 15 ft wide.
4. Site development to begin upon award.
5. **K and A** will pay a lease rate of \$0.35 per square foot per year for the building footprint, and \$0.20 per square foot per year for the remaining portion of the lease.
 - a. 4 years to be pre-paid, due upon award of the lease.
 - b. CPI increase to begin at the 5th anniversary of lease inception.
6. **K and A** accepts all other terms and conditions as stated in the RFP.

Respectfully,


Greg Petersen, Representing
(435) 671-6548



Melvin McQuarrie
P.O. Box 189
Heber City, UT 84032
435-671-1489

May 25, 2006

Heber City Municipal Airport
Att: Mark Anderson
75 North Main
Heber City, UT 84032

Dear Mr. Anderson:

I submit the following proposal for Lot #23 at the Heber City Municipal Airport:

1. I agree to lease the property beginning the day this proposal is awarded. The initial rent will be calculated on the assumption that an 11,000 s.f. building can be built on the site. I will pay (\$0.35 per s.f. interior and 0.15 per s.f. exterior) if my math is correct this will equate to 11,000 s.f. @ 0.35 and 13,000 s.f. @ 0.15 which equals \$5,800.00 annually.
2. Lease can begin upon execution of the lease agreement and I agree to the terms as outlined in the request for proposal.
3. I will perform all Engineering and Drainage studies necessary to meet the FAA Standards and to meet the over all Airport Plan for the construction of a Hangar. I will clean up and remove the existing trash and debris. I will not come back to the City if I discover that there is a conflicted or any unforeseen utility or other issues not known at this time.
4. I will indemnify Heber City from any claim that Gear Down Development, LLC may have with regard to Gas, Electric, Water, Sewer and Taxi-way construction and reimbursement or sharing of the cost of these improvements.
5. I will begin Construction on the proposed Hangar within a 12 month period.

Sincerely,



Melvin McQuarrie

Meeting of 2006-8-17 Regular Meeting

Heber City Corporation
City Council Meeting
August 17, 2006

7:00 p.m.

REGULAR MEETING

The Council of Heber City, Wasatch County, Utah, met in Regular Meeting on August 17, 2006, in the City Council Chambers in Heber City, Utah.

Present:	Mayor	David R. Phillips
	Council Members	Terry Wm. Lange Vaun Shelton Shari Lazenby Jeffery Bradshaw Elizabeth Hokanson
Also Present:	City Manager	Mark K. Anderson
	City Recorder	Paulette Thurber
	City Engineer	Bart Mumford
	City Planner	Allen Fawcett
	Chief of Police	Ed Rhoades

Others Present: Tyler Frisby, Brad Sweet, Scott Fernald, James Soderburg, K. Delyn Yeates, Matt Yeates, Jared Yeates, Bryce Waters, Josh Yeates, Michael Watts, Justin Heppler, D. Heppler, Paul Sims, Joe Dunbeck, Alice Fortie, Tom Post, Heidi Post, Annie Bruehl, Bryan Mahoney, Bryson Mahoney, Tony Kohler, Brad Mackey, Kendall Crittenden, Lisa Burkemo, Shelton Taylor, and Kieth Rawlings

Pledge of Allegiance: Councilmember Jeff Bradshaw
Prayer: Councilmember Vaun Shelton

Minutes: July 20, 2006, Work Meeting
July 20, 2006, Regular Meeting

Councilmember Lazenby moved to approve the Work Meeting and Regular Meeting minutes of the July 20, 2006. Councilmember Bradshaw made the second. No further discussion. The voting was unanimous in the affirmative.

OPEN PERIOD FOR PUBLIC COMMENT

Mayor Phillips invited anyone wishing to discuss issues with the Council that were not already on the agenda to do so. Mike Watts thanked the Mayor, City Council, Heber City Corporation, the Commemorative Air Force, Wasatch Aero Services and all the volunteers who helped to make the Heber Valley Air Show a great event. He said the family of Burnice Watts were delighted when they found out he had been nominated to be honored at the Air Show this year. He said it was very much appreciated by all the family members and went a long way in dealing with his passing. He thanked everyone again for honoring him in such a way.

CONSENT AGENDA

Approve FAA Grant Award - Taxi Lane and Fencing Construction at the Heber City Airport:

Grant Local Consent - Canton City Restaurant – Transfer of Liquor License to new location at 281 North Main Street:

Adoption - Resolution 2006-12 – A Resolution Adopting an Instant Award Recognition Policy :

Adoption – Resolution 2006-13 – A Resolution Expressing Support for the Construction of a new high school:

Approval - Interlocal Cooperation Agreement – Summit County and Heber City Corporation – Summit County SWAT Team:

Approval – Proposed Amendments to the Heber City Personnel Policy:

Anderson indicated that this afternoon he had communication with the Federal Aviation Administration and they had identified sources of money and would now do the entire project. Consequently, he expected a new grant for the balance of the project to be ready for approval by next meeting.

Councilmember Hokanson moved to approve the items on the Consent Agenda. Councilmember Lazenby made the second. The voting was unanimous in the affirmative.

APPOINTMENTS

St Lawrence Catholic Church Seeking Local Consent for a Single Event Permit for Beer/Alcohol

Sales: Joe Dunbeck, representing the St. Lawrence Catholic Church, said he didn't have anything to add to Tony Kohler's staff report and/or staff work.

Councilmember Hokanson moved to grant Local Consent for a Single Event Permit to the Catholic Church for beer/alcohol sells. Councilmember Bradshaw made the second. No discussion. The voting was unanimous in the affirmative.

Dunbeck thanked Tony Kohler and Karen Tozier for helping him put the paperwork together and also helping him get through this process.

Tom and Heidi Post – Lot Split/Small Lot Subdivision – Located at approximately 332 West

Center Street: Alice Fortie indicated she had property next to this property and was very much opposed to this subdivision of property. She did not feel they had enough room. She indicated Tom (Post) wouldn't even be living there, "so who knows who will be living there." She referred to the letters from her son and from Lisa Burkemo. Fortie indicated Post had already started tearing down buildings and questioned if the decision had already been made prior to this meeting. Mayor Phillips said it had not been decided yet as the City Council made the final decision and that it was legal to tear down buildings on property.

It was indicated that Lisa Burkemo had been told this item would probably not be discussed until about 7:30 p.m.; because Burkemo was not yet in attendance, the Council deferred this until that time.

Back to this issue at 7:23 p.m.

Burkemo expressed appreciation to the Council for waiting until she could participate in the discussion. She referred to her letter and said it had also been given to the newspaper. She discussed the smaller cottage homes being built. She indicated the plan was to clean up the empty lots, not divide the larger lots to accommodate the cottage homes. She felt that what was proposed on the Post property was against what the initial plan was created for.

Tom Post indicated his proposal had already been approved by the Planning Commission and the Board of Adjustment. He said also they didn't plan to tear down the existing home. Councilmember Lazenby asked if the ordinance didn't state that anything that was torn down had to be replaced the same size. He again said they weren't tearing down the home, but were only tearing down the outbuildings.

Mayor Phillips reviewed the recommendations of the Planning Commission and the Board of Adjustment. He indicated the Board of Adjustment had recommended the ordinance be readdressed so it was more clear and easier to understand. Councilmember Hokanson agreed the Cottage Home Ordinance needed to be revisited. She said she understood the feelings and input of Burkemo, referred to her letter, and agreed with parts of it. She also encouraged review of the Cottage Home Ordinance. She suggested the Design Criteria Committee might look at this even though that Committee was designed to look at commercial issues. Councilmember Lange, too, wanted to make sure lots weren't being split as discussed by Burkemo. He talked about the home that was removed where the new Chinese restaurant was being built. He wanted the issue revisited, also. He did indicate, though, there were some circumstances where a lot had been split and it was an improvement. Councilmember Lazenby indicated she had issues when something was taken down in the historical area. She agreed with Councilmember Hokanson's comments. She commented that this particular lot had a lot of land and it was a beautiful area. She also felt the Ordinance needed to be revisited. She reviewed the intent of the Cottage Home Ordinance and that it was not to split existing lots but for infill. She said she wanted the Ordinance tightened up.

Mayor Phillips reviewed all comments and asked the Council to consider all things when making the decision. It was suggested a design standard might be implemented for cottage homes that were built next to nicer, historical homes.

Alice Fortie said she did not approve of this even if it was approved by the Council.

Councilmember Lazenby moved to approve the request of Tom and Heidi Post, at the same time, visit the Cottage Home Ordinance and add criteria to it based on the discussion tonight. Councilmember Hokanson made the second. No further discussion. The voting was unanimous in the affirmative.

Summit Engineering- Final Subdivision Approval – Heber Meadows LLC – Located at approximately 1200 East 2800 South (corner of Mill Road and Highway 40 (formerly known as the SLI Properties): Mayor Phillips reviewed the recommendation of the Planning Commission which conditioned the approval upon abandoning the Timp View Drive Cul-de-sac. Anderson pointed out on the overhead map the location of that cul-de-sac and explained that the cul-de-sac was part of Daniel Town. He indicated when the subdivision was going through the design phase, the developer had designed the lots such that they backed into that cul-de-sac; the property owners there found that objectionable. As a compromise, Daniel Town agreed to go through the process of abandoning that road right-of-way and offering it for sale to the developers with the understanding they would amend the lot descriptions to include that road right-of-way. He continued by explaining the process the developer had to go through to get that land part of the lots for the development. (Daniel had to disincorporate the property and Heber had to amend its Annexation Policy Plan and annex it before it could be made a part of the lots. He continued this would take public hearings by both entities.) Anderson referred to the subdivision agreement and said it should only be approved subject to the conditions laid out for the cul-de-sac.

Councilmember Lazenby asked Councilmember Bradshaw, who serves on the Planning Commission, about the Planning Commission discussion on the cul-de-sac. Councilmember Bradshaw indicated several Daniel people attended the meeting and they were in favor of dissolving the cul-de-sac as they objected to the smaller lots abutting up to their property.

Anderson again explained Daniel had to hold a public hearing to abandon the public right-of-way. They could then sell it to the developers. Heber City would have to go through its public process, as well.

Councilmember Lazenby moved to approve the Heber Meadows Subdivision located at approximately 1200 East 2800 South subject to the following conditions: 1) Daniel Town hold a public hearing for the purpose of abandoning a public right-of-way 2) Daniel Town selling the property to the developers 3) the developer then have Heber City amend its Annexation Policy Plan 4) the developer file an annexation petition which had to be accepted 5) Heber City go through a subdivision plat amendment which would allow that property to be included in the lots. Councilmember Bradshaw made the second on the motion. Mumford said to be aware that before the developers could record the plat, there were off-site utilities they have to get. Anderson said the developer had to obtain water and sewer easements through the U.S. Forest Service, Mill Stream property, and property owned by Vaun Shelton, as well. Discussion that the agreements must outline all these conditions. Mayor Phillips asked for the vote on the motion. The voting was unanimous in the affirmative.

Paul Sims – Stone Creek Subdivision – Planned Community Zone Master Plan Approval – Property located at approximately 700 North 1300 East: Anderson explained because this fell within the PC Zone, it had to come to the City Council for approval. However, after that process, it might change slightly in the engineering review process. Mayor Phillips indicated this item was for approval of the master plan of the development.

Councilmember Lange's main concern was roads and transportation. He said he was not in favor of smaller roads and would never be in favor. He said the PC Zone was developed for helping development in difficult terrain and he was not changing his mind about narrow roads. He wanted the Councilmembers to visit some areas with smaller roads and think serious about the impact of narrow roads. Mayor Phillips indicated the City had a recommendation from engineering for 32' roads as well as a recommendation from Planning Commission for private roads. (It was indicated that was in error and should read public roads)

Councilmember Hokanson asked about a restriction of how long blocks could be. Mumford said cul-de-sacs could be 800' deep. Additional discussion about the length of blocks. Councilmember Hokanson and Councilmember Lange stressed caution with this and to move forward slowly. Councilmember Hokanson said 26' or 28' asphalt was too narrow and there were too many cul-de-sacs in the proposal. She personally wanted some changes and did not like the design of roads being long and winding. She felt some of the streets should be cut through with intersections. She asked if these homes were targeted for second homes. A person in the audience shook his head no.

James Soderberg indicated he had many concerns - some relating to safety. He indicated he lived on the border of this development. He also had issues with the average lot size versus the bordering property. He said the lots were considerably smaller than the property it bordered. He had concern with the detention pond for rainwater, as well. He said the area was completely surrounded by a canal. He speculated all the runoff water couldn't go into the pond and asked how the City would get excess water into the canal. He expressed concern with mosquitoes - How long before someone dies here with West Nile Virus he questioned and asked if the City was going to take on that responsibility. He asked what was the goal of the open space requirement and if it was to have more open space in the City, to maintain

the rural feel of the community, or was open space to really have open space. He expressed concern with the consistency of the clay soil and the associated problems with runoff water. He expressed concern with home owners associations and said, time after time, home owners associations break down because of funds not being available. He questioned who was going to enforce off-street parking as proposed. He had concerns with 2/3 of the community living in one area. He had concerns with traffic flow and where they would be coming out of the development and the stop sign that they all would have to use. He did not like the walking areas because of the maintenance. He felt this plan was to make as much money as possible for the developer and asked the Council to reconsider the PC Zone.

Fawcett felt it was important to point out what the item on the agenda was Master Plan approval and not subdivision approval. He said this was part of the master plan element that was part of the PC Zone. He said there were good reasons the PC Zone was where it was and they couldn't necessarily be built with grid lines. He said the reason these things were addressed in the master plan was to protect the environment and provide for the uniqueness of the area. He asked the Council to keep that in mind when evaluating this issue. He continued these were sensitive environmental areas and the master plan provided real strong guidance.

Tyler Frisby and Paul Sims introduced themselves and indicated they were the designers and engineers of this project. Frisby indicated they had submitted a concept plan 1 ½ years ago similar to what was on the board. Since that time the City had completed the PC Zone. He said they took the PC Zone Code and put this project together based on it.

Frisby indicated that to accommodate open space, they came up with the concept of restricted uses. He said also they wanted the roads to remain narrower to keep a park-like look. He said they initially were going with private roads but had rethought that. He did feel narrower roads were better for a community feeling in the project. He pointed out the Planning Commission had made some specific recommendations as road widths and curb were discussed at length in that meeting. He said the Planning Commission recommended high back curbs, public roads and a 28-foot wide pavement. He reviewed that the PC Zone ordinance allowed for narrower road widths. Frisby said they were willing to get opinions of this body about road widths. However, he explained, if road widths were increased, the park strip was effected which reduced open space which forced them to make the lots smaller. Frisby said this particular site had a lot of terrain that they were working with.

Councilmember Shelton wanted to know if they had met with the CUP. Frisby indicated yes. He said they did a flood hazard study which was included in the plans. He said there would be burning in places to keep drainage away from homes.

Frisby said they looked at traffic distribution and traffic flow. He felt the majority of traffic would be egressing / ingressing at different roads based on the traffic study.

Mayor Phillips asked Fawcett if the Council passed this master plan for this PC Community, how much control did the Council have for change. Fawcett said, if approved tonight and in the future change was wanted, they would have to go back to the Planning Commission with a new plan. He said that process provided for stability for the City. He said it was a little painful for developers, but necessary for the City. Mumford said one of his big concerns was how much he might be locked in because they hadn't completed detailed engineering yet. It was agreed some tweaking could be done but this concept was basically what they would get.

Councilmember Lazenby had concerns with the egress intersection and the hill. She compared her street and the traffic flow off of it. She felt the streets needed to be wider. She referred to the Muirfield development which was supposed to be off-street parking and said it didn't work. She was concerned for

safety reasons. Kohler pointed out Muirfield had a 20' setback and this development had 30' setbacks. Mumford thought there would be some traffic on the side streets but most of the traffic would be on the main roads. He said he had less concern with this development than the one next to it. Fawcett pointed out the surrounding areas were already developed and there was no place for through roads. He said they were constrained with this configuration because of the existing homes-putting a grid on it wouldn't work. He said again the reason for this design was steep gullies and other terrain. He suggested requiring other roads would require the developers to build million dollar bridges.

Councilmember Hokanson questioned whether this should be in the PC Zone or if it should be zoned differently. Frisby said one of the reasons was the terrain. Anderson said when the City annexed this and did the master planning, this piece was part of the McNaughton property. He said when the developer first came to the Planning Commission, they wanted traditional zoning. Because of unique terrain in the area, it was determined to be included in the PC Zone. He said, too, density wise the City was better off with this zoning as there would be more lots with R-14 or traditional zoning. Frisby said part of the concept was to do something environmentally friendly rather than going opposite the terrain. Fawcett indicated the lots themselves were worth more in this configuration than with traditional lots.

Councilmember Bradshaw indicated he had already sat through extended hearings with the Planning Commission on this issue. He felt this development overall was real good. He said he did not see the problems that some of the adjacent home owners saw and felt a good number of their concerns were already addressed. He said narrower roads might make it more difficult for public vehicles; however, it also slowed down traffic. Overall he said he had a good feeling about the project.

Councilmember Lange indicated this was the first PC Zone this Council had seen. He said the City had made some serious mistakes in past developments. He expressed concern with steepness of roads in other areas of town. He also had concerns with the length of roads in subdivisions that border this development as well as 4-way stops. He had concerns with traffic speed, even on the slopes. Councilmember Lange commended the engineers for what they were trying to do but did not think the long skinny green areas called open space was really open space. He said he did not like cul-de-sacs, either.

Mayor Phillips referred to the development agreement and asked if the developers had reviewed that and agreed. Mumford indicated he had come up with some additional language today to be included in that agreement. Anderson explained they had met with the developers earlier in the day and made some suggested changes to the agreement. Discussion about adhering with the recommendation of the Planning Commission. Councilmember Lange asked if the changes were changes necessary because of engineering. Mumford said they would happen with the subdivision process. The Planning Commission would recommend approval based on and including engineering recommendations. Mayor Phillips felt comfortable this wouldn't be passed until all staff and Planning Commission issues had been addressed.

Frisby addressed the issue of working through the process. He said they had worked with Mumford already and made the commitment again to work with him on any issues that were brought up. He said their intent was to meet the ordinance to the letter.

Councilmember Lazenby felt the Council should be proactive and look at wider roads and future needs. She said she wanted 30' roads. Councilmember Hokanson agreed. Councilmember Hokanson asked if some things could be binding to the home owners association. It was said yes, they could be binding. Frisby suggested most cities typically have a maintenance agreement. He discussed funding of home owners associations. Anderson indicated the next step would be to enter into a subdivision agreement which would define this to one more level and would also define accountability.

Councilmember Lazenby moved to not approve the Stone Creek Planned Community Zone Master Plan until the Council could see a plan with 30' roads. Councilmember Lange made the second. Councilmember Hokanson would like to see if there could not be 30 houses in a row on the street or at least address that issue. Mumford asked how she would propose to do that. Would it be by removing lots or what? Councilmember Lazenby amended her motion to include the number of homes in a right-of-way. Anderson said the motion would send this back to the Planning Commission for reevaluation.

Frisby said they looked at scenario after scenario and they could bring in the drawings to show the Council, if they wanted. He said this was the way to do it. Other designs would split up open space and would require re-grading the whole area to make road connections. He said it was almost impossible to do that and maintain the 40% open space. Councilmember Hokanson was satisfied with his explanation and now understood the layout plan. Frisby said it was like a jigsaw puzzle that had to fit together. Frisby said they would be working on design deficiency, as far as detention and drainage, in the area. Discussion about perk testing and study of the soil.

Councilmember Lazenby withdrew her motion.

Councilmember Lazenby moved to approve the Stone Creek Planned Community Zone master Plan with 30' roads widths and to require entering into a subdivision agreement. Councilmember Bradshaw made the second. No further discussion. The voting was unanimous in the affirmative.

Ivory Homes – Final Subdivision Approval – Mill Road Estates Phase II - Property located at approximately 400 South Mill Road (south of Mill Road Estates Phase I): Mumford said he had reviewed the plans and they were ready to go. He had also reviewed the Subdivision Agreement which dealt with reimbursement of the sidewalk. He said that Agreement was straightforward as they had made this phase so it was outside the Lake Creek Channel. Mumford indicated he did not have any concerns with the recommendation of the Planning Commission.

Councilmember Lazenby moved to give final subdivision approval for the Mill Road Estates Subdivision – Phase II. Councilmember Hokanson made the second. Further discussion about the FEMA Flood Plain. Mumford explained there was a line designated on the plat and the developer could not build on those until the issues with FEMA were resolved. It was discussed that there were two lots in the FEMA Flood Plain of which one was an affordable housing lot. Brad Mackey indicated he had all the agreements signed and a check for reimbursement of sidewalk. The voting was unanimous in the affirmative.

Joshua Yeates – Presentation of an Annexation Petition known as the Elmbriage Annexation – 21.84 Acres of ground located at approximately 100 West 700 North: A different map was presented which had been requested by the City Recorder as the one included in the initial packet was not a recordable map. Mayor Phillips reminded the Council of the previous meeting when this property had been discussed. Anderson said the developers were taking a risk with this concept as it was not in harmony with the City's current zoning. He said it would have to go through the zone change process or an overlay approval in order to put in apartments. Discussion about the bypass road and possible differences to the transition onto the main road.

Councilmember Hokanson moved to forward the petition for annexation to the Planning Commission for further study. Councilmember Lazenby made the second. Discussion about a roadway connecting this project with the Muirfield Park. The Council asked that possibility be considered. The voting was unanimous in the affirmative.

Ed Kren – Requesting Financial Assistance from Heber City to Install a Fire Hydrant on 100 North Main - Property located at approximately 137 North Main Street: This issue was postponed to next meeting.

ACTION ITEMS

Executive Hangar Construction – Review/Approval of recommendation from the Airport Advisory Board (Continued from July 6 and July 20 meetings): Anderson indicated that on two different occasions this issue had been to the Council for consideration. He said Mel McQuarrie had some concern with awarding this bid to someone other than himself. Anderson reviewed the City Council had asked for legal council to review the documents that related to the development of the hangars. He referred to the letter also from the attorneys of McQuarrie asking to delay awarding the bid for 30 days.

Anderson indicated Heber City legal council did not feel there were any guaranteed rights or obligations to Mr. McQuarrie. At the same time he and legal council felt, if McQuarries' attorney thought there was documentation that outlined they have some right, Heber City should evaluate that before entering into an agreement with someone else.

Anderson said he and Smedley recommend the City allow seven or fourteen days for the City to assess the validity of McQuarries' assertions; if there were no significant risks to the City, then the City could move forward with the recommendation of the Airport Advisory Board. Mayor Phillips pointed out if there was anything that McQuarrie had coming from Heber City, he would get it.

Councilmember Shelton moved to delay awarding the bid on the executive hangar for 14 days. Mayor Phillips questioned the Council that if McQuarrie had no rights from the City, were they comfortable going ahead with awarding the bid to Watts. Councilmember Lange wanted to wait and bring back findings to the next meeting. Discussion about how this should proceed. Anderson discussed the Questar's gas line easement in the building area. Councilmember Lange made the second to the motion. The voting was unanimous in the affirmative.

Ordinance 2006-17 – Amendments to Chapter 18.76 – Landscaping: Councilmember Bradshaw moved to adopt Ordinance 2006-17, amendments to Chapter 18.76, Landscaping. Councilmember Lazenby made the second. Councilmember Hokanson asked if the City previously had a time requirement to put in landscaping. It was indicated, yes, 18 months. She stressed pursuing some of the offenders now that the City had a Code Enforcement Officer.

Chief Rhoades said the Code Enforcement Officer enters into an agreement with the property owner. He gives them 15 days before a compliance citation goes to a citation. However, a citation could go to court if not taken care of timely.

Mayor Phillips asked for a vote on the motion. The voting was unanimous in the affirmative.

Councilmember Lange discussed Main Street and the need for the property owners, including the Chamber of Commerce, to clean their lots.

Mayor Phillips instructed the Council to let Anderson know if they had any Code enforcement issues that needed addressed

Councilmember Shelton discussed the use of fire hydrants without a meter. (basically stealing water from the City) Mumford reviewed the process of those that do it right.

Discussion - Development of County property under County Standards: Mayor Phillips suggested the Council take the materials home that Anderson had given them to read and study. Anderson referred to the documents and pointed out some of the high points of those documents in which the County said they would annex the property. He indicated there was a good paper trail that showed the County agreed to annex. He said it was concerning to him that now the County had filed a protest to the annexation of the Newton property. Anderson explained the protest that had been submitted by the County should have been submitted, but did not appear to have been sent, to the Boundary Commission. He said also they had to schedule a Boundary Commission meeting as well as notice the meeting. He said they were not going to meet the time guidelines mandated by the State of Utah.

Mayor Phillips suggested the City could have an overlay zone that allowed certain things. He said, though, impact fees were a different story.

Councilmember Hokanson moved the City and County officials get together again and talk. She felt it crucial the City tell the County how the City Council felt. Councilmember Lange made the second and suggested the attorneys for the entities needed to attend the meeting, as well. The voting was unanimous in the affirmative.

CITY COUNCIL BOARD ASSIGNMENTS

Wasatch County Housing Authority – 1st Wednesday – **Shelton**
Heber City Planning Commission – 2nd Thursday – **Bradshaw**
Wasatch City/County Health Department – 3rd Tuesday – **Lazenby**
Heber Valley Special Service District – 3rd Wednesday – **Phillips, Shelton, Hokanson**
Heber Light and Power – 4th Wednesday – **Phillips, Lange, Shelton**
Heber City Planning Commission – 4th Thursday - **Bradshaw**
Historic Preservation - **Lazenby**

No reports were given.

As there was no other business, the August 17, 2006, Regular Meeting of the Heber City Council adjourned.

(08172006, Approved, 09/07/2006)

Meeting of 2006-7--20 Regular Meeting

Heber City Corporation
City Council Meeting
07/20/2006

7:00 p.m.

REGULAR MEETING

The Council of Heber City, Wasatch County, Utah, met in **Regular Meeting** on July 20, 2006, in the City Council Chambers in Heber City, Utah.

Present: Mayor David R. Phillips

Council Members Vaun Shelton
Shari Lazenby
Jeffery Bradshaw

Excused: Terry Wm. Lange
Elizabeth Hokanson

Also Present: City Manager Mark K. Anderson
City Recorder Paulette Thurber
Code Enforcement Anthony Kohler
Chief of Police Ed Rhoades

Others Present: Kathryn Berg, Mike Thurber, Charlene Roberts, Karen Pena, Steve Bates, Mark Cleveland, Jennifer Kohler, Irene Hastings, John Nebeker, Garrett Nebeker, Jeff Mabbutt, Norm Eiting, Colton McQuarrie, Mel McQuarrie, Courtney Gressman, Meredith Brown, Michael Watts, Mary Bardole, Devon Bardole, Chase Bardole, Michael Bardole, Joline Esposito, Vincent Esposito, Kieth Rawlings, Clifford Lee and others whose names were not legible.

Pledge of Allegiance: Councilmember Vaun Shelton
Prayer: Mayor David Phillips

Minutes: June 15, 2006, Regular Meeting Minutes
July 6, 2006, Work Meeting Minutes
July 6, 2006, Regular Meeting Minutes

Councilmember Lazenby moved to approve the minutes of the June 15, 2006, and July 6, 2006, Regular Meetings and the July 6, 2006, Work Meeting. Councilmember Bradshaw made the second. No discussion. The voting was unanimous in the affirmative. Councilmember Lange and Councilmember Hokanson were excused.

OPEN PERIOD FOR PUBLIC COMMENT

Mayor Phillips invited anyone interested to address the Council with any item not already listed on the agenda. There was no response.

APPOINTMENTS

Roger Preston – Tour of Utah – Requesting approval for Beer Sales at a Beer Garden – Location to be determined: Jennifer Kohler, Heber Valley Chamber of Commerce, represented this issue. She explained the Chamber was working with the Tour of Utah as they had come to the Chamber looking for a host city. She said the event was scheduled for Wednesday, August 9, 2006. She said they also wanted to host a festival in the Main Street Park. It was pointed out that last June the Chamber helped host the HOG Rally and that Event went very well. One of the things brought up immediately following that Event was that all other cities allow a beer garden in their parks. She reviewed the State Code and the restrictions and stringent of rules associated with that. Kohler explained this particular Event had a big sponsor in Wasatch Beers. She indicated they had presented last night to the Wasatch County Council where the bike route had been approved.

Karen Pena said she was excited to be involved with this Event as the festival brought with it an interesting environment. She talked about the Tabernacle Building and the heritage of this community. She indicated that she found representing the Tour exciting. She explained the mean age of cyclists was between 25 and 45, participants had an average income between \$60,000 and \$75,000, and that this Event was family oriented. Pena said the growth of this type of recreation was phenomenal. She said she was excited about Heber being involved with the Event because of the elevation and beautiful scenery. She introduced the sponsor of Wasatch Brewery, (actually the Coalition of Utah Brewers) and explained they work to give an organized and localized focus and were Utah based. Other sponsors mentioned were Larry H. Miller, Zions Bank, Zango, USANO, and Deseret News. She pointed out the advertising dollars for this Event were about \$250,000. She said it was a very large, very advertised event. She explained that because this was the first time in Heber, they didn't know what to project but felt the following they would bring with them would bring interest into the City in the future. Pena indicated they were wanting to have a beer garden. It was explained it would have a gated entrance and be completely enclosed. She said there was no risk as there would be people checking IDs, wrist bands issued, and there would be security in place. There would be no walking outside the enclosed area—no walking around the park with beer. She explained the procedure for the beer garden and that it was a very confined part of the festival--as a whole the festival was a family event. She said there would be a health and fitness expo portion including health screenings. She said they were focused on cycling and pulse rate when cycling but they also had other health screenings. There would also be children's activities and other things that attract families. She indicated cycling was one of the top three family activities in the nation. It was said they were looking for local vendors and would also bring vendors from the outside.

Councilmember Bradshaw asked about local vendors. Kohler indicated they had been contacting the vendors from the Farmers Market and giving them first chance because they already had their permits; however, they were also contacting other outside vendors.

Charlene Roberts addressed the Council saying she was one of the organizers along with Pena. She wanted to point out this was the first year to have this as a national event. There future goal (a couple years) would be to bring in international competition. Robert indicated she understood Heber City and Utah County were very conservative communities. She presented a letter from Mayor Billings of Provo City who gave support to and was an advocate for this Event.

Mayor Phillips discussed the City's current ordinance that did not allow beer sales and consumption in the City Park and that the City Council could not waive the Code. He explained with three Councilmembers present, it would take all three to vote favorably on a change in the ordinance before a change could take place. He indicated Mark Smedley, City Attorney, had prepared a new ordinance that would narrowly allow for a beer garden under certain circumstances. The ordinance would have to be adopted in order to allow a beer garden. Pena said it did not eliminate Heber City from the Event if a beer

garden wasn't permitted, but they were hoping to have it. She indicated they wanted to partner with the City in future years.

Councilmember Lazenby said she would like to see this Event come to the City. She agreed with Kohler that the HOG Rally had run very well and had been successful. She felt if it was held in the area as proposed on the map provided, it would work. She felt an ordinance should be enacted that would give the City the ability to hold events like this in the future.

At this point, the Council moved to Item 6 on the Agenda which addressed a change in the City Code.

Ordinance 2006-16 – An Ordinance Amending Sections 5.08.060 (I) and 9.44.020 of the Heber City Municipal Code by Allowing a Beer Garden Exception for Special Occasions, Single Event Permits and Public Consumption of Alcohol Prohibited in Parks: Councilmember Lazenby moved to enact Ordinance 2006-16, an ordinance amending Sections 5.08.060 (I) and 9.44.020 of the Heber City Municipal Code by allowing a Beer Garden exception for Special Occasions, Single Event Permits and Public Consumption of Alcohol Prohibited in Parks. Councilmember Shelton made the second. No further discussion. The voting was unanimous in the affirmative. Councilmember Lange and Councilmember Hokanson were excused.

Mayor Phillips indicated that now that the City had an ordinance in place, the Council needed to approve the use of the Heber City Main Street Park for the festival. Councilmember Bradshaw moved the Heber City Main Street Park be used for the Tour of Utah Event. Councilmember Lazenby made the second. The voting was unanimous in the affirmative. Councilmember Lange and Councilmember Hokanson were excused.

It was pointed out the time to allow beer sales and consumption in the new ordinance would prohibit this Event from taking advantage of the new law because the Tour of Utah Event was held earlier in the day than the Ordinance allowed beer sales and consumption.

Councilmember Lazenby moved to amend Ordinance 2006-16 to allow beer consumption from 10:00 a.m. to 9:00 p.m. Councilmember Bradshaw made the second. No further discussion. The voting was unanimous in the affirmative. Councilmember Lange and Councilmember Hokanson were excused.

Paul Ritchie – Presentation of Proposal – Scout Project – Landscaping of Cove Park and Pavilion: Anderson said Paul Ritchie called and was not able to make this meeting. Colton McQuarrie represented himself and four other Life Scouts who would be doing this work for their Eagle projects. He indicated they wanted to put in trees, bushes, a pavilion and a concrete pad for tables and fire pits. He said they had all the labor covered and ½ the concrete (from Binggeli Rock) was covered. The cost would be about \$1,000 for a 36'x36' pad. The cost of the sod would be about \$.23 per square foot and there was 55,000 square feet. He indicated the tables would run \$1,000 to \$1,500 and they wanted to put in 20 to 25 trees at \$75 to \$100 per tree. Colton said the five Scouts would each take a different part of the project. He said there would be approximately 250 man hours involved plus 100 hours for each Scout.

Mayor Phillips asked if the City had a provision to keep the grass from dying once it was planted. Anderson said the developer would make provisions and there would be an adequate sprinkler system in place before the sod was laid. Anderson indicated that his conversation with Paul Ritchie earlier in the day was that Ritchie and his development group had committed \$15,000 toward the construction of a pavilion. They were also willing to pay the additional cost of sod versus hydro-seeding. Anderson said it sounded like there would be significant contributions on concrete. He told Colton the City bought sod for \$.20 so they might want to work through the City for that. Anderson encouraged the Council to work closely with these scouts, Bart Mumford and himself. He said the City had had good success with other

projects similar to this. He also indicated there were park impact fees for those materials that were not donated. Mayor Phillips asked about basketball standards. Anderson said it was not in the proposal. Mayor Phillips indicated Heber City citizens would be the beneficiary of this great project. Anderson indicated that the Nelsons were taking responsibility for the pavilion and because they had built some before on their own property, they felt they could do it for a very reasonable cost. He said, too, there were some people involved with this that had some significant resources available to them.

Councilmember Lazenby moved to authorize the City Manager, Mark Anderson, and City Engineer, Bart Mumford, to work with these scouts on their Eagle Scout projects. Councilmember Shelton made the second. No further discussion. The voting was unanimous in the affirmative. Councilmembers Lange and Hokanson were excused.

Mayor Phillips thanked Colton for his presentation.

Devon Bardole – Discussion regarding Organization of a Youth Free-Running Group: Mayor Phillips read the letter provided from Mike Bardole. A three minute video was shown which gave the Council a better understanding of “free running”. Devon Bardole introduced himself and indicated he wanted to talk to the Council about the need for a combination skate and free running park. He explained that free running was a combination of urban obstacle course and aerobatics. He explained they had nowhere to go to do this sport other than public places and if they do that, they get in trouble. He said the current skate park wasn’t in good shape as it had holes in it and the ramps weren’t put together very well. Devon encouraged discussion about a skate park and free running park. Mayor Phillips questioned whether or not one facility could handle both activities. Devon felt it could be designed to accommodate both.

Mary Bardole explained she started making phone calls because she knew one of the issues would be liability. She said she had talked to Carl Hearst, head of the Park and Recreation Department in Orem. She said Orem City had a wonderful skate park. It is about 30,000 square feet and cost about \$500,000 to build. As far as liability, she said all they did was post it as “Skate at your own risk”. She asked Hearst if they had anyone stay on site to supervise it. He indicated no, they just had the sign. It was indicated the skaters and bikers took turns. Bardole (Mary) said the way it was designed, beginning skaters could also skate. She indicated that in the few years that Orem City had the park open, there had been no lawsuits filed. She talked to Jessica Morran in Park City and they had a 22,000 square foot park which was more advanced than Orem City’s. The cost of that park was also \$500,000 and they were adding 8,000 square feet more to it right now. Morran indicated she would be willing to help Heber City if they decided to build a park as she lived in Heber City. Bardole felt the community had a lot of things for young people to do, but not much for teenagers. She said she realized not everyone was going to do what Devon did but felt there was a need for more activities for teenaged kids. Bardole discussed an obstacle course in the Aspen Grove area and said it was a wonderful obstacle course, almost military looking with poles, tires, etc. She suggested the City contact them to see who built that course. She also suggested getting donations from the community to help with the cost of a park. Bardole said the kids didn’t need a huge area, but there was a definite need for a place for skate boarders, free runners, and bikers to play--a place teenagers could play without being on private property and getting picked up by the police. Councilmember Lazenby talked about a child that was hit in front of her house because of skating in the road.

Mike Bardole showed pictures of the City’s current skate park. He explained that Devon got cited for doing free running. He said the kids needed a place so they didn’t get cited as they had been using places that were not posted. He explained the skaters and free runners were always told to get off the property. We need to have something for these kids, he emphasized. He indicated Devon was going to study medicine when he finished high school and couldn’t afford citations that would jeopardize his future.

Bardole (Mike) said he would be talking to the Army to try and get some support and there were a lot of parents that would put in elbow grease.

Mayor Phillips indicated the Interlocal Meeting group had discussed the idea of recreation at their meetings. He continued that Heber City's position was that this should be a County responsibility. Because of those discussions a committee was formed from the Interlocal group and Councilmember Lazenby was put on that committee. He said they had not met as yet, but felt a presentation like this would be great for the Interlocal Meeting. Councilmember Lazenby said that each one of the committee members had been instructed to talk with the community. She said everyone seemed to want a facility but the real question was where does the money come from. She wanted Devon to make a presentation to the Committee and said she wanted to move forward with this.

Councilmember Bradshaw said there was definitely a need for something like this. He said the City wasn't prepared to tackle this all by itself but would consider it with other entities of the County. He agreed with Mayor Phillips that the Interlocal Governments Meeting was the place to start.

Norm Eiting, who lives across the street from the Wasatch County Parks and Recreation Offices, said that any evening you want to pick you could see as many as 12 people skating on the handicapped ramp at the old Senior Citizens Center. He said he had asked some of the skaters about the current skate park and their response was that it was a piece of junk. Eiting indicated he had talked to Tom Bonner, Wasatch County Parks and Recreation Director, and Bonner indicated they weren't really interested in a skate park that they were more interested in baseball. Eiting said the County had finally gotten interested in soccer. Eiting thought Heber City should take the lead in this issue. Mayor Phillips said the City would take the lead and get it on the agenda of the Interlocal Meeting.

Mike Thurber indicated he had been working on a similar thing. He explained his interest in skateboarding. He described a video he wanted to show the Council of a skate board park that was designed and built by skateboarders in conjunction with architects. Thurber indicated he had talked to Enoch of Brothers Bikes who was excited about a skate board and bikers park and would help. Enoch is going to talk to his company representatives about a sponsorship. Thurber indicated his intention was to work on some sponsorships before presenting to the Council but felt he might as well bring it up since this all worked together well. He thought the three, free running, skate boarders and biking could work together for a park. He said he would work with Mike Bardole. Mayor Phillips pointed out that having a place for kids to go not only gave them a place to play but eliminated other problems, as well. He said he would make sure this issue was placed on the Interlocal Meeting agenda.

Mayor Phillips thanked the Bardoles for their presentation and the kids for waiting quietly while the subject was addressed.

ACTION ITEMS

Executive Hangar Construction – Review/Approval of recommendation from the Airport Advisory Board (Continued from July 6, 2006, meeting): It was explained McQuarrie requested this issue be postponed from last meeting to this meeting because Anderson was absent from the last meeting. McQuarrie explained that some time ago (3 or 4 months) the RFP had come out for this executive hangar slot. It is south of the existing one McQuarrie occupies. It was indicated McQuarrie and Anderson had had discussions off and on about this hangar site even before McQuarrie built his existing hangar and before the area was master planned, McQuarrie had requested this site. It was left on standby. McQuarrie said that as he put in the improvements to service the hangars he had built, he always had in the back of his mind he would occupy that area. He explained he was not on the Airport Board and did not know all that was going on. He said he was not aware that Gear Down Development ever dedicated the septic

tank, the electrical and other utilities and the taxiway in front of his building that he put in 100% with his money to the City. He said it was like letting him develop the land and put the improvements in and everyone else getting the benefit. McQuarrie presented a map, reviewed the outlay of the area, how it was serviced and how the future hangars could be serviced. He asked for compensation for the improvements he had put in or let him finish what he started. McQuarrie indicated he did not think the RFP should have been issued; but because it was, he submitted one. He said he picked up copies of the three that responded—himself, Michael Watts and Greg Peterson. He said Watts' proposal and his proposal were the same if square foot cost was looked at. He reviewed additional elements of the proposals and compared his proposal to Watts' proposal. He pointed out that Peterson's proposal was the highest bidder. He did not understand how the Airport Board recommend the lowest price be awarded. Mayor Phillips asked McQuarrie if he had came to the City with concerns when the RFP came out. He said yes, he had discussed it with Anderson on at least three occasions. McQuarrie talked more about the improvements he had put in. He indicated he would not have put improvements to the area if he had not been encouraged to do so. He clarified that when he said earlier "let me finish the development", it was because he put in the services. McQuarrie indicated he had factored his cost of all the improvements into what he sold the hangars for. Again McQuarrie said he would not put in services to see someone else benefit from unless he was compensated.

Anderson said he couldn't disagree with what McQuarrie said about the history—what he had represented to the Council was pretty accurate. However, the Agreement they had in place did not guarantee any future development. Without that obligation, he felt future development needed to be advertised for. He said it was fair to say, if the development went well, the City might favor McQuarrie if everything else was equal. He said he understood the improvement potentially benefited others in the future. On the other hand, he did not know if there was improvement there that was not necessary to support the development that existed there in that there still had to be water, septic, electric, telephone, and gas on the back side of the most further hangars to the west. Ideally the future five or six hangars to the west would benefit, as well.

McQuarrie indicated that when he calculated his profitability as a developer, he did not base it on five hangars but ten hangars. He said that part of the risk of being a developer was you put some on the table today and hope for some on the table in the future. He said he was being robbed of the opportunity for it to come back. McQuarrie pointed out on the map what improvements were placed where.

Councilmember Lazenby asked if he was given any written documentation that indicated he got first opportunity. McQuarrie said there wasn't anything in the contract; but, in the RFP they had awarded to him, it did outline that. He said in the meetings held after the first RFP was awarded to him, it was "heavily" discussed. McQuarrie read from his proposal which read "the developers would initially accept five acres of leased properties with a 2-year option on the five acre parcels remaining. Thus 20 acres will be leased no later than the year 2005." He said there were discussions that indicated if they were doing what the City wanted, there wasn't any reason the City wouldn't allow him to continue. McQuarrie said he was sorry for wasting Mr. Watts' time, but if he didn't bring up the issue, the Council wouldn't know. He proposed that the RFP be pulled and not awarded to anyone and let him come back to the City with a proposal and further discussion.

Michael Watts indicated that in researching what improvements he had to do, on the sewer he said he would not tie in to an existing system as it would be easier and cheaper to do his own. Consequently that existing improvement would not benefit him. As he looked at the other improvements he found there were no stubs put in for the lot. He would have to go in and put the stubs in and the improvements associated with that to make it work. He felt the size of the water line put in was determined for the existing structures. He said as far as the lease, there were other elements in the lease besides the square foot costs and he asked the Council to look at the whole picture. Anderson said that as he and Watts

talked, a couple things had surfaced. He said it was in the best interest of the City to limit the hangar to 100' x 100' because of the 30' set back off the road way. McQuarrie had proposed a larger hangar. He said the other thing was, in looking at the original agreement, McQuarrie had actually expanded a little bit beyond what was originally agreed to by 10'. He said what the final plan legal description was and the final product was slightly different. Anderson said that made it more complicated. Anderson also indicated the Agreement suggested once the development was done, the improvements become the property of the City. He said he felt those were City improvements now since all the hangars had been built and the City shouldn't preclude others from attaching on to them. Mayor Phillips felt that was a big factor. McQuarrie said that was where the disagreement lied. McQuarrie said the septic tank was never dedicated to the City because the City did not want the liability to maintain it. He said he had not dedicated anything to the City. He built it all to City standards except the septic tank. McQuarrie said he didn't want to be negative or cause issues but there were serious disagreements to settle. He said to award something tonight would be suicide for the City. He wanted to be fair, though. He continued that if the City awarded the RFP to him, there would not be any liability; but if the City awarded it to Watts, there would be liability to the City. Mayor Phillips said he was not finding fault with McQuarrie's thinking; however, he didn't know if McQuarrie was right or not.

Councilmember Bradshaw ask how many dollars were involved as far as improvements. McQuarrie said some were opportunity dollars, some cost dollars, and the time of money. Councilmember Shelton said that based on the opinion of legal council, the City owns the property. He felt that before a decision was made, that needed to be clarified. He felt that if there were any questions, they had to be cleared up before any award was made. Councilmember Lazenby agreed and said she wanted to do more research. She said she did not want to cause a legal issue and wanted to make sure everything was O.K.

Kathren Berg, Chairman of the Airport Board, referred to McQuarrie's comment that he did not understand how the Board made their decision. She said their decision was based on information they had on paper and there was no bias or discrimination in it. Anderson said Watts' bid was not more economically attractive but more compliant to providing the information requested in the RFP and that McQuarrie's was the least compliant. McQuarrie said he felt the Airport Board did not have the total history. However, he in no way was offended by the Airport Board. "They are great and they did what they were asked to do."

Watts asked about the legal opinion that was mentioned. Councilmember Lazenby said she just wanted it all to be reviewed by the City Attorney and everything done properly. Watts asked what the Council wanted the attorney to review. Councilmember Lazenby said she wanted him to review the contract, RFP and any other information that played into the decision. Anderson asked if the Council wanted clarified whether or not it was believed McQuarrie still had an ownership interest in the improvements. He acknowledged the hangar owners had the responsibility for liability to the septic system. He said it made financial sense to not run a line to tie in but to install a separate septic system for the new hangar. Discussion about where a line would be placed. Watts agreed it would be cheaper to put in a septic tank than tie in to the existing one. Anderson said it was clear there was no guarantee in the previous Agreement that McQuarrie would have the right to develop any more hangars. It was also pointed out what was presented to the Airport Board was also very clear.

Anderson talked about an updated ALP that identified that area would not need to be used for anything other than a hangar. Norm Eiting gave some history. Dave McCoy was the FBO at the time. Eiting said he was involved with the Airport Board and involved with several discussions about an Airport Layout Plan. He said the City's plan at the time showed hangar development like you see here--the thinking at the time was phase one even though he could see they would anticipate a phase 2. However, there was no guarantee of a phase 2 or who would get that work.

Mayor Phillips reminded everyone that the Airport Advisory Board was just that—an advisory board. He said there were some issues here the Board was not aware of—they came up with their collective wisdom and made a recommendation. He said the City Attorney would need to review the ownership of the infrastructure.

McQuarrie questioned whether the RFP had been written properly or not. Mayor Phillips said he respected McQuarrie more as an engineer than an attorney and that the City needed to find out if McQuarrie had some ownership in the infrastructure.

Anderson said he understood McQuarrie's concern and had for a long time. At the same time, he felt the City was obligated to put out the RFP since there was no guarantee to McQuarrie. He indicated he wanted clarification from the Council as to what they wanted. What is relevant, he asked. Anderson suggested maybe the City needed to review the financial part of Gear Down Development to see what he actually realized from the sale of the hangars. McQuarrie agreed it might be a good idea to go down that road.

Councilmember Bradshaw wanted to continue this issue and discussion until the City Attorney, Mark Smedley, could be involved. Anderson asked what questions the Council wanted the attorney to address. Councilmember Bradshaw wanted to know if there was any difference in McQuarrie putting in improvements and not turning them over to City versus him putting the improvements in and each of the land owners having their own liability and the City not having any. Councilmember Lazenby wanted the Attorney to address vested rights, that the process had been followed correctly and that everything had been completed correctly. Anderson asked about when the Agreement expired because it suggested in the Agreement that all facilities should remain with the property and become the property of Heber City.

Mayor Phillips reviewed the June 6th letter from Mark Smedley. He then reviewed the two issues he thought were before the Council--awarding the bid and reimbursement to McQuarrie. He said they could be stand alone issues. He said he understood McQuarrie's concerns and if it was found the City owned him reimbursement, the City wanted to pay him.

McQuarrie said he wanted to see Watts have a hangar. If he was going to be his neighbor, he wanted to be friends.

Anderson said he thought if there was compensation due to McQuarrie, they would be limited to the value of the improvements and not the value of the leasehold because the City was the property owner. What we are talking about here is pipe, conduit, telephone and gas lines, etc. He didn't think McQuarrie could claim value to the development value potential. McQuarrie said he disagreed with that statement.

Councilmember Shelton moved to table this issue until the next meeting, August 17, 2006. Councilmember Lazenby made the second. It was felt the Council needed to understand the City's position more clearly. No further discussion. The voting was unanimous in the affirmative. Councilmembers Lange and Hokanson were excused.

Resolution 2006-11 – Adoption of a Certified Tax Rate: Councilmember Bradshaw moved to approve Resolution 2006-11, a Resolution to adopt a Certified Tax Rate. Councilmember Shelton made the second. No discussion. The voting was unanimous in the affirmative. Councilmembers Lange and Hokanson were excused.

DISCUSSION ACTION ITEMS

Authorization for a variance for On-Premise Beer Sales for Spin Café located at 220 North Main Street: Mayor Phillips clarified there had never been an alcohol license at the 220 North Main restaurant location. Discussion about the 600' rule and that the distance between the restaurant and the alternative school was 592'. Mrs. Esposito said there understanding initially was there would be no problems from the State. However, someone else in the department had looked at the applicaiton and felt there was a distance issue. Mrs. Esposito clarified the request was for a liquor license and not a beer license. It was discussed that a public hearing would be held by the Alcohol and Beverage Control Department of the State if approval for a variance from Heber City was given. The public hearing would allow for public comment and concern. After that, a final decision would be made by the State.

Councilmember Lazenby moved to grant the variance requested by the Spin Café allowing for a distance variance to be approved. Councilmember Bradshaw made the second. The voting was unanimous in the affirmative. Councilmembers Lange and Hokanson were excused.

Discussion regarding an Instant Award Policy: Mayor Phillips referred to the proposed language in Anderson's staff report and suggested, if it was what the Council wanted, it could be put into resolution form. Councilmember Lazenby wanted to add to the language that the award be presented in City Council meetings and that it be put in the monthly newsletter. Anderson suggested the employee have the option of recognition in City Council meeting and the newsletter or not. It was felt public recognition might embarrass some employees. Councilmember Bradshaw agreed. Mayor Phillips asked that Councilmember Lange and Chief Rhoades be reimbursed from last meeting when they gave money to Kevin Diaz. Additional discussion about whether the award should be presented in City Council meetings and noted in the newsletter. It was determined it would be left up to the individual employee.

Councilmember Lazenby moved to implement an Instant Award Policy and to do so by Resolution and also by adding language to the Personnel Policy Manual. Councilmember Bradshaw made the second. It was felt \$1,000 a year was an adequate budget. The voting was unanimous in the affirmative. Councilmembers Lange and Hokanson were excused.

CITY COUNCIL BOARD ASSIGNMENT REPORT

Heber City Planning Commission – 2nd Thursday –**Bradshaw**
Wasatch City/County Health Department – 3rd Tuesday –**Lazenby**
Heber Valley Special Service District – 3rd Wednesday – **Phillips, Shelton, Hokanson**
Historic Preservation – **Councilmember Lazenby**

No reports were given.

At 9:28 p.m., the July 20, 2006, Regular Meeting of the Heber City Council adjourned.

(07202006, Approved, 08/17/2006)

Meeting of 2006-9-07 Regular Meeting

Heber City Corporation
City Council Meeting
09/07/2006

7:00 p.m.

REGULAR MEETING

The Council of Heber City, Wasatch County, Utah, met in Regular Meeting on September 7, 2006, in the City Council Chambers in Heber City, Utah.

Present:	Mayor	David R. Phillips
	Council Members	Terry Wm. Lange Vaun Shelton Shari Lazenby Jeffery Bradshaw Elizabeth Hokanson
Also Present:	City Manager	Mark K. Anderson
	City Recorder	Paulette Thurber
	City Engineer	Bart Mumford
	City Planner	Allen Fawcett
	Chief of Police	Ed Rhoades

Others Present: Tom Ross, Chana Adams, Kathryn Rhoades, Mike Seely, Araceli Jimenez, Lucero Jimenez, Mike Thurber, Brent Overson, Kirste Overson, Perry Rose, Mike Kohler, Kieth Rawlings, Jonathan Howell, Josh Howell, Scott Huggard, Kirk Butterfield, David Nelson, Jennie Vernon, Kristen Hooker, Lanay King, Mark Petersen, Lehi Koester, Kelbe Hatch, Steve Anderson, Brian Ailshie, Stacey Ailshie, Justin Hatch, Loreen Rodriguez, Karen Czirban, Saloh Willis, Brad Lyle, Julie Patterson, Melody Talbot, Carol Ann Welch, John Emmanuel, Tracy Emmanuel, Emily Willis, Holly Kendall, Karen Atkin, Kent King, Mike Watts and Mike Johnston

Mayor Phillips asked if anyone would be interested in offering a prayer or make comments to start the meeting. There were no volunteers.

Pledge of Allegiance: Councilmember Elizabeth Hokanson
Prayer: Mayor David Phillips

Minutes: August 17, 2006, Work Meeting
August 24, 2006, Special Meeting

Work Meeting Minutes-August 17, 2006 – Page 2 of 3 – Line 34: Dairy King should read Dairy Keen.

Councilmember Lange moved to approve the Work Meeting Minutes of August 17 with the one correction as indicated by Councilmember Bradshaw and the Special Meeting Minutes of August 24, 2006. Councilmember Bradshaw made the second. The voting was unanimous in the affirmative.

Mayor Phillips – Instant Awards – Animal Control Supervisor, Justin Hatch, and Police Officer

Ryan Yardley: Mayor Phillips reviewed the reason for the Spot Award to the audience and explained it was implemented to recognize those that did a spectacular job. He indicated Officer Yardley's award was

given because of a verbal comment made in his behalf and the award for Animal Control Supervisor Hatch was because of a written letter in his behalf. He presented them both with a \$25 check and expressed his appreciation to them for their efforts to Heber City and the community.

OPEN PERIOD FOR PUBLIC COMMENT

Mayor Phillips asked how many were attending the meeting because of the stop sign issue on Industrial Parkway. Most were. He then explained the Council had already discussed the issue in Work Meeting and the signs would be put back. He invited them, however, to talk with the Council about the issue, if they so desired. He thanked the neighbors for their previous comments and letters and said the Police Officers would be keeping their eye on the area.

Kent King - Thanked the Council for making the right decision. Also thanked the Police Department for their work this week. He said they had been out in force this week and their presence was noticed every day.

Councilmember Lazenby indicated another egress was being built from the Middle School. The new exit should be complete next week and it was felt it would help the traffic flow.

Karen Czirban - Concern there was no posted speed limit on Industrial Parkway and asked if a sign could be placed. Anderson said he had that discussion with Sgt. Bradley earlier in the day and that should be happening next week. Mumford said he and Sgt. Bradley had also talked about that and the City would place one right across from the Ivory Homes Subdivision.

Loreen Rodriguez - Lives next to the intersection of Rocky Mountain Middle School. She said there needed to be some way to slow down traffic on that road. She said eliminating the stop sign at the Middle School was not a real concern to her, but the speed was a concern and now, with the stop sign down, the speed was even worse.

Carol Ann Welch, Heber Valley Elementary PTA President – Was elated that the stop signs on Industrial Parkway were going back in, but concerned that the others might not be replaced. She said the parents were concerned about the stop sign being removed on 650 South. She expressed concern that the new exit for the middle school would cause more problems for the elementary school. Mumford explained the placement of the new exit and how traffic would flow. She wanted it on record that she and the parents of the elementary school had serious concerns with the stop sign removal on 650 South and that the new exit from the middle school would also cause problems for the elementary school children. Chief Rhoades discussed the traffic/pedestrian count that was obtained from that intersection which was quite small. The Chief said his department would do some additional counts at that intersection.

Brian Ailshie - Son nearly hit at the corner of 650 South and School House Way and afraid of them getting killed. He indicated he would not let his children walk home now for fear of them getting hit.

Steve Anderson – Concern with 650 South traffic, as well. He felt the more control there was, the better. Mayor Phillips explained there were rules that governed stop signs and the flow of traffic and suggested drivers were also responsible. He indicated the City couldn't put crossing guards at every intersection. It was discussed the City needed good counts and good studies. It was pointed out that stop signs were not designed to slow traffic.

Chief Rhoades said each PTA had, by State law, a safety committee. If the PTA's hadn't received the Safe Walking Map, then the schools were not complying with State law and they needed to. He said he had been working with the schools all summer and they have to know the safe crossing routes. Carol Ann

Welch indicated she was on that safety committee, but they had not been able to come up with a Safe Walking Route. "There is no safe route," she said. Chief Rhoades indicated he had not been invited to work with that committee and asked that he be included in the future.

Kent King - Questioned why the signs were removed in the first place. He did not think anyone had complained about them, so questioned why they were removed. He said no one surveyed him about the removal.

Tracy Emmanuel - School Bus Driver. She said the City had just added another group of kids she had to watch. She said taking the signs down made her job a lot harder. She also indicated school transportation was not notified that the signs were going to be taken down, nor had they been informed about Safe Walking Routes.

Barbara Walton - Wondered if any of the Council had been down there since the change. "It is a nightmare," she said. She felt the stop signs helped people be more courteous. She said her household had not been surveyed, either. Mayor Phillips explained it was not a public survey, it was a traffic study that determined the change. He indicated he had been down there many times. He continued "Shame on the drivers in this community. They are driving their children, but being a danger to other children."

Mumford explained this was generated when the City had other people wanting 4-way stops in other areas. The decision was made to look at 4-ways stops. He indicated no one seemed to know who put the signs up in the first place. He said the study was done by Horrocks Engineers and came back they were not justified. He said the counts were taken during the last week of school last year. It was felt they should be taken down prior to school this year. He continued the change was made on guidelines and not on public opinion.

Councilmember Shelton indicated he lived across the street from the elementary school. Instead of parking in the parking lot, people park on the street. He said people were parking on both sides of the street, which he felt, made the situation more difficult. He continued that instead of driving down to the unloading zone, parents let their kids off in the street. He reminded the audience those stop signs were put up without authorization from the City. He felt education needed to be done in the home. "People don't use sense when they unload their children," he said. Mayor Phillips said the community needed a united effort from the school, drivers, parents and all involved to make the area safer. Councilmember Hokanson wondered what the down side would be to putting the signs all back. Chief Rhoades said driving out of the driveway in front of the school on School House Way was driving out of a private drive and, by law, a driver had to wait until the road was clear. "By law, that stop sign is not required," he said. Chief Rhoades thought the new egress at the middle school would alleviate some of the problems at the intersection of 650 South and School House Way. He suggested enforcement and education were key to this issue. He questioned whether there should be a crossing guard rather than stop signs at the two other locations. Kent King indicated he coached soccer every day on the field along Industrial Parkway. He said he had 200 kids that play there every week and there were other times when there was a need for stop signs, not just during school hours. Discussion about parked cars blocking the vision of the children.

CONSENT AGENDA

Approval – Project Application and Grant Agreement – Utah Transportation Commission/Heber City - Aid for Construction of Taxiway – FAA Project No. 3-49-0011-19:

Approval – Project Application and Grant Agreement – Utah Transportation Commission/Heber City – Aid for Construction of Taxiway A – FAA Project No. 3-49-0011-20:

Maverik Inc. – Transfer of Off-Premise Sales Beer License from their current location of 315 North Main to their new location of 435 North Main:

Councilmember Bradshaw moved to approve the items on the Consent Agenda. Councilmember Lazenby the second. The voting was unanimous in the affirmative.

Tom Ross – Maverick Country Store Supervisor of this area. Ross indicated he had also been asked the question as to what they were going to do with the old location. He said he only knew it was under contract. Mayor Phillips said the City appreciated them as a neighbor. Ross indicated this building was the first with Maverick's newest interior design. He indicated on midnight, September 26th, he was supposed to get the keys and they should be open on the 27th.

APPOINTMENTS

Ed Kren – Requesting Financial Assistance from Heber City to install a Fire Hydrant on 100 North Main – Property located at approximately 137 North Main Street: Anderson said Kren owned several buildings to the north of the City Office, NitroPak, the craft store, Tinks, and the old shoe shop. He indicated the old shoe shop was torn down without Kren knowing that to replace it, it would have to meet fire flow standards.

It was indicated the City, in the past, had had several requests for participation with water lines/fire hydrants because of inadequate fire flows - the Maverick Store and Canton City being the latest. Anderson said he and Kren had had several discussions about the cost of the line. He referred to his staff report. Anderson indicated the lines on the other projects were placed in the shoulder of the road--this one had to go in the street where there was cost involved in cutting the asphalt.

Ed Kren said he appreciated the opportunity to talk to the Council. He explained there was a fire hydrant across the street which met the 250' requirement; however, the Fire Chief, Ernie Giles, had decided that fire hydrant could not to be used for Kren's purposes because of the traffic on Main Street. Kren indicated he had bought the old bar and restored it by making it a family restaurant and next door, where they had torn down the old shoe shop, they wanted to build another small restaurant that would tie in. He indicated to build that 1700 square foot building, he had to install a fire hydrant with the cost of that being \$35,000. Everyone seemed to think the fire hydrant should be located on 100 North which would give protection to the City Office building, the old social hall and Kren's buildings. Discussion that there was no City budget for this hydrant which had caused concern. Kren did not think the fire hydrant was his responsibility, but the City's just like any other utility. Discussion that the initial bid was \$75,000 but he had gotten a new bid from Lance Excavating for \$35,000. Kren said he did not mind contributing, but did not think the whole responsibility was his. Kren proposed \$17,500 from himself, or half the cost, if the City would pay the remaining. Discussion.

Councilmember Lazenby moved to approve the City pay the \$17,500 and Kren pay \$17,500 and anything above that. If below the \$35,000, the City only paid half—half, but not to exceed \$17,500. The reasoning for contributing at a higher amount than other projects was because of the benefit to the City Building and other buildings the City owned. Councilmember Bradshaw made the second.

Councilmember Shelton asked Anderson where the money would come from. Anderson responded it would come out of the water fund. Councilmember Sheldon said it disturbed him to know that Kren only found out about the cost after the fact and didn't go into the project knowing his costs. Kren said he was not a developer and had no idea what the project would entail. Discussion about having a permit to tear down the building. Mayor Phillips felt the question of Councilmember Shelton was to staff as well as

Kren. He said the City had an obligation to inform people and work with them, too, so they know their responsibility. Councilmember Lange said \$17,500 was a cheap cost for the fire hydrant and that he was in favor of the motion. Placement of the hydrant would be on 100 North. The voting was unanimous in the affirmative.

ACTION ITEMS

Councilmember Shelton indicated that over the long weekend a developer working south of Muirfield shut the secondary water off to extend a water line. He said he didn't know who was supposed to watch the developer, but this should not be tolerated and leave people without their water that they pay for. He said people were without their pressurized water for six days. Mumford said when he found out about it on Friday, he contacted the developer and they told him (Mumford) they would have it back on Saturday. It was stated developers should not be at liberty to just shut off the water at the expense of the residents. Mumford said he and Horrocks Engineers were at the site after hours after they were made aware of it. The developers were instructed they had to follow the City standards. Discussion about an ordinance which would allow a citation for those that don't follow the City standards. Mayor Phillips asked the Council to think about that and how to rectify the situation so this situation didn't happen again. Mumford said the City had a good process, it was just not followed.

Update – Heber City Consolidated Plan: Mayor Phillips explained the Consolidated Plan needed to be updated in order for the City to qualify for CDBG grant monies. Anderson said one of the things the City had particular interest in, was a sidewalk from the Heber Landing area down the road to Highway 189. He felt that particular project would meet the requirements for a grant.

Councilmember Lazenby moved to approve the updated Consolidated Plan. Councilmember Shelton made the second. The voting was unanimous in the affirmative.

Amendment – Heber City Master Transportation Plan: Councilmember Bradshaw, Bypass Committee member, discussed the approval of an amendment to the Master Transportation Plan include a southern portion to the western route. He referred to exhibit B which was the proposal suggested and approved by the Wasatch County Council. It was indicated the City's Planning Commission had input on the route, as well, and that the southern route was the one the Planning Commission wanted. Mayor Phillips talked about working in concert with Wasatch County and creating more strength when approaching UDOT. Councilmember Lange suggested a field trip. Councilmember Bradshaw suggested approval be given with two alternate routes as outlined on Exhibit B.

Mike Kohler – Wasatch County Commissioner – Kohler talked about what the County Council preferred. They suggested approval based on Exhibit B with Option 1 being the preference of Wasatch County. Anderson said development plans were being worked on for the Millstream Property. Kohler stressed moving the road back to the flood channel since it was paid for. Discussion about solving some of the problem with the intersection of Highways 40 and 189. Kohler said the County wanted limited access, merge lanes, and overpasses.

Mumford explained the purpose for putting the bypass route in the Master Plan was so the City could start working with developers—the City could focus on the plan as development came into the City. He said he needed to know the “order of magnitude”. He questioned whether 84' right-of-way would be big enough. He said he needed some direction so he could know how much property to get from developers. Kohler indicated UDOT had said the speed had to be kept at 55mph. He continued that the speed would determine the amount of right-of-way needed.

Dave Nelson – Millstream Properties. Nelson indicated he had been talking with UDOT and said they were actually unaware of this proposal. Nelson talked about the value of his land and the possibility of putting the road along the flood channel. He said that would take so much of his land that it would kill their possible deal with Ace Hardware for a large building on his property. He again discussed the proposal taking away the frontage of his property. He indicated that either way, they would get the value of their property—either from a developer or Heber City/UDOT. Brad Lyle continued the discussion about how the different options would effect their property. Lyle said ultimately UDOT would make the call.

Mayor Phillips indicated the City was trying to work in concert with Wasatch County because everyone knew there was a need for a bypass. He asked, “What, as a Council, can we do to work with the County knowing there is room for changes?” Mumford said with any decision made, future developers would have to work with the City’s Master Plan and UDOT. Brad Lyle suggested that before a decision was made, the City and County needed to go to the expert, UDOT.

Kohler stressed that UDOT would go the cheapest route. He said the City and County had to go “in there” with what was really wanted. If not, UDOT would do what they wanted and the cheapest way. Kohler said he wanted to see the City Council pass something tonight.

Mayor Phillips wanted to do what was best for the City and the County but what also benefited developers. He wanted something in place that would be successful for everyone for the next 100 years.

Fawcett cautioned that either of the options would be a 35mph merge, not a 55mph—“it is 35mph now and if they have to merge, it will be 35mph”. Additional discussion about speed limits on existing roads.

Councilmember Hokanson moved to amend the Heber City Master Transportation Plan, adopt the maps as identified (Exhibit B) with preference to Option 1, and approve the change for the 2003 Master Facilities Street Plan. Councilmember Bradshaw made the second. The voting was unanimous in the affirmative.

It was suggested the City have a meeting with UDOT a.s.a.p. Anderson wanted the City and developers to meet together. Kohler wanted the City and County to meet together first. “Lets unify what we want and then go to them (UDOT),” he said. It was decided the City and County representatives would meet on Monday, September 11, 2006, at 5:30 p.m. at the Police Office Building prior to the Employee Summer Party. An invitation was extended to the County representatives to attend the Party.

Consideration/Approval of Organizational Goals for 2006-2007 Fiscal Year: No discussion. Postponed to next meeting.

Set a Public Hearing to Consider the Annexation of property located at approximately 950 South 800 East known as the McNeel Schneider Annexation: There was additional financial information provided in the materials given to the Council prior to meeting.

Councilmember Lazenby moved to set a public hearing for the next regularly scheduled City Council meeting. Councilmember Bradshaw made the second. No discussion. The voting was unanimous in the affirmative.

DISCUSSION/ACTION ITEMS

Discussion – Newton Southfield Annexation: Mayor Phillips distributed a letter to the Council proposing an agreement with Wasatch County regarding their property on Southfield Road and the

Newton Annexation. He read that proposal. Discussion about the existing annexation petition; if that passed, the County property in the petition would be in the City boundary and if not, the County would submit their own petition for annexation. Discussion about development standards of roads and development standards within the County property. Anderson thought the ordinance could be amended to allow County standards on their property. Discussion about impact fees being transferred from the old rodeo grounds to the new rodeo grounds. Councilmember Lange indicated he wanted to move ahead with this type of agreement. The other Councilmembers agreed. Additional discussion about road standards and water rights. It was indicated the City would add additional language to the proposal and get a copy to the County for review.

Councilmember Bradshaw moved to enter into an agreement with Wasatch County based on the proposal from Mayor Phillips. Councilmember Lazenby made the second. The voting was unanimous in the affirmative.

Councilmember Lange moved to go into Closed Session to discuss threatened or pending litigation. Councilmember Lazenby made the second. The voting was unanimous in the affirmative. Those going into Closed Session: Mayor David Phillips; Councilmembers Lange, Shelton, Lazenby, Bradshaw and Hokanson; City Manager, Mark Anderson; and City Recorder, Paulette Thurber.

The Council returned to Open Session at 10:05 p.m.

Executive Hangar Construction – Review/Approval of recommendation from the Airport Advisory Board (Continued from July 6, July 20 and August 17 meetings): Mayor Phillips explained that as the Council had looked into this issue and visited with the attorney, it had come to their attention that this potential hangar was more valuable to the City than originally thought. He continued that the Council was desirous that the hangar situation be revised in total in terms of leases and whether the City would own the buildings at the end of a period of time or let aircraft owners own them. He indicated the Council was going to work with an expert to make some changes. After working with the airport consultant, the Council would determine what they were going to do with the hangars.

Mike Watts handed out documentation as to what he thought the executive hangar would cost to build. He said he did not feel the value of the hangars was increasing but might actually be going down. He talked about all the process he had gone through to get the information he had. He said he did not agree that there was a lot of money setting on the table. When the RFP was given out and received back, the three that bid had very similar costs. "If someone thought there was a lot of worth, why did someone not bid that way," he asked? Watts said it would cost about \$490,000 to build the hangar and the cost would be more if he had to put in fire protection. (about \$25,000)

Mayor Phillips felt, as representatives of the people, the City should re-bid the RFP. Watts asked what in the process had caused the Council to reject the bid. Councilmember Lazenby felt the Council needed to get the work done by an airport expert before awarding the bid. Anderson said the intent was to establish the fair market value and what the asset of the airport actually was to the City. Watts asked if it were possible to leave "as is" until the study was done. "Can we find out from the consultants the value before the City throws out the bid?", he asked. He suggested that after the consultants had made their study, the Council could then make a decision. Watts pled his case and said he had gone through the process which was believed to be real and right. He did not think the process was wrong. Councilmember Hokanson suggested putting his bid on hold until the Council had more expertise and advice from a consultant. Councilmember Lazenby wanted to consider Watt's costs but wanted to make sure he understood he took a risk with the work he had put into this. Watts understood and agreed with her.

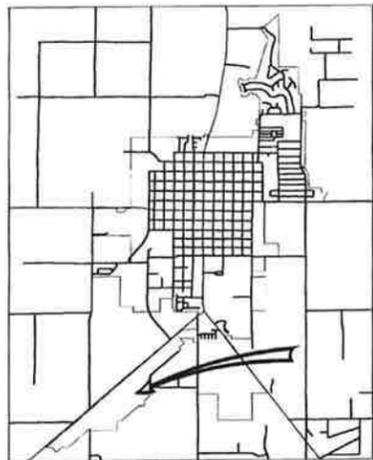
Councilmember Hokanson suggested the Council not reject Watts' bid until the experts gave the City the information they wanted. Anderson said he had two proposals but the City did not have an exact determination as to the work that needed to be done. He thought, though, it would take about three months to get any results from a consultant. Anderson suggested also that rejecting the bid would get the issue of a lawsuit out of the way.

Councilmember Bradshaw moved to reject all bids and to request new RFP's at a later date. Councilmember Lazenby made the second. No further discussion. Voting AYE: Terry Wm. Lange, Vaun Shelton, Shari Lazenby and Jeff Bradshaw. Voting NAY: Elizabeth Hokanson.

The regularly scheduled meeting of September 7, 2006, of the Heber City Council adjourn at 10:39

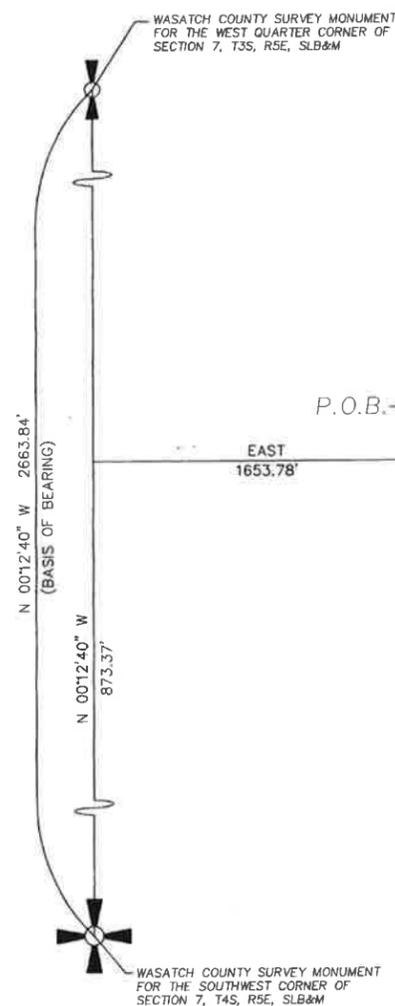
(09072006, approved, 09/21/2006)

HEBER CITY AIRPORT DANIEL AVIATION COMPLEX



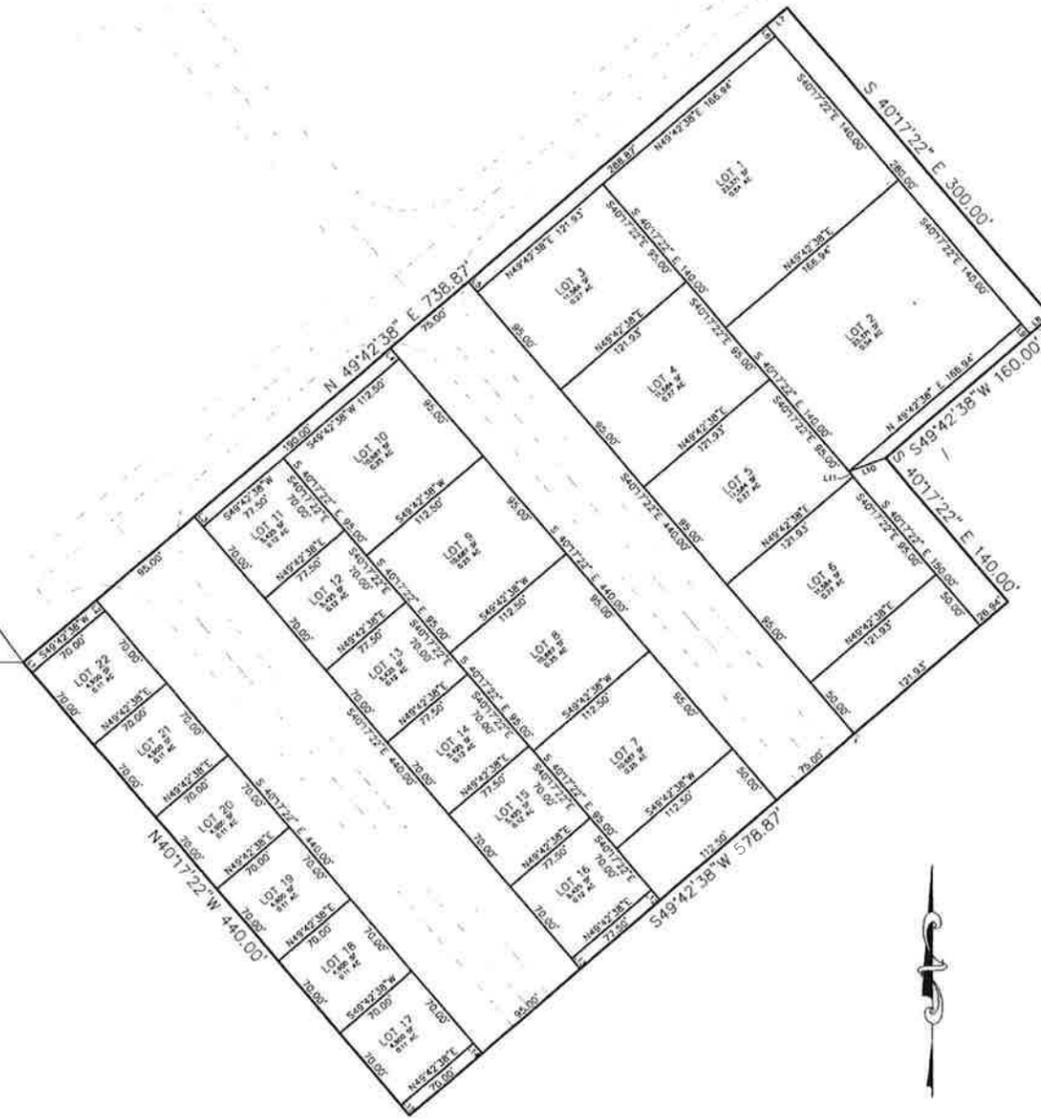
VICINITY MAP NTS

GENERAL INFORMATION:
 PHASE I ACREAGE: 6.51 AC
 TOTAL NUMBER OF LOTS: 22
 MINIMUM LOT SIZE: 23,371 SF
 MAXIMUM LOT SIZE: 4,900 SF

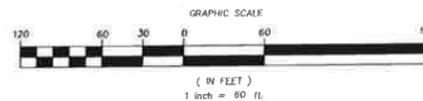


P.O.B.

EAST
1653.78'



LINE	LENGTH	BEARING
L1	10.00'	N40°18'25"W
L2	10.00'	N40°17'22"W
L3	10.00'	N40°17'22"W
L4	10.00'	N40°17'22"W
L5	10.00'	S40°17'22"E
L6	10.00'	S40°17'22"E
L7	20.00'	N49°42'38"E
L8	20.00'	N49°42'38"E
L9	10.00'	S40°17'22"E
L10	28.73'	S70°04'39"W
L11	5.00'	S40°17'22"E
L12	10.00'	S40°17'22"E
L13	10.00'	N40°17'22"W
L14	10.00'	S40°17'22"E
L15	10.00'	S40°16'20"E



SURVEYOR'S CERTIFICATE

I, BING CHRISTENSEN, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 142790 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, THAT I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS, AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT, AND THAT THIS IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

COMMENCING N 00°12'40" W 873.37 FEET ALONG THE SECTION LINE AND EAST 1653.78 FEET FROM THE SOUTHWEST CORNER OF SECTION 7, T4S, R5E, SLB&M
 THENCE N 49°42'38" E 738.87 FEET,
 THENCE S 40°17'22" E 300.00 FEET,
 THENCE S 49°42'38" W 160.00 FEET,
 THENCE S 40°17'22" E 140.00 FEET,
 THENCE S 49°42'38" W 578.87 FEET,
 THENCE N 40°17'22" W 440.00 FEET TO THE POINT OF BEGINNING.
 PARCEL CONTAINS 6.66 ACRES.

BASIS OF BEARING

THE BEARINGS SHOWN ON THIS MAP ARE BASED ON THE BEARING OF N00°12'40"W FROM THE MONUMENT FOR THE SOUTHWEST CORNER OF SECTION 7, T4S, R5E, SLB&M TO THE MONUMENT FOR THE WEST 1/4 CORNER OF SAID SECTION 7, AS SHOWN ON THE STATE COORDINATE AND DEPENDENT RESURVEY OF PORTIONS OF T4S, R5E, SLB&M AS PREPARED BY WASATCH COUNTY SURVEYORS.

BING CHRISTENSEN
REGISTERED LAND SURVEYOR

DATE

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF HEBER CITY, WASATCH COUNTY, UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____, A.D. 19____

MAYOR

CLERK-RECORDER
(SEE SEAL BELOW)

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, A.D. _____ BY THE PLANNING COMMISSION

DIRECTOR-SECRETARY

CHAIRMAN, PLANNING COMMISSION

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF UTAH

ON THE _____ DAY OF _____, A.D. _____ PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGED TO ME THAT THEY DID EXECUTE THE SAME.

NOTARY PUBLIC
(SEE SEAL BELOW)

**FINAL PLAT
HEBER CITY AIRPORT
HEBER CITY, UTAH**

IN SECTION 7, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SLB&M

HEBER CITY, WASATCH COUNTY, UTAH
SCALE: 1" = 60 FEET

MCM ENGINEERING, INC.
 CIVIL, STRUCTURAL, ARCHITECTURAL AND SURVEYING
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 TEL: (435) 884-0839 FAX: (435) 884-3028
 P.O. BOX 7110 1005 N WEST AVE
 PANGA, UT 84040
 TEL: (435) 640-1616 FAX: (435) 642-1620

ENGINEER'S SEAL

PROJECT NO: **99043** MS. DWG. FILE: **\\99043\DWG\99043_PLAT.DWG**
 DRAWN BY: **BMB** PS. DWG. FILE: **\\99043\CD\DATA\FINAL_PLAT.DWG**
 REVIEWED BY: **MCN** XREFS:
 APPROVED BY: **BC**
 PRINT DATE: **04/24/2000** REVISION DATE:

**HEBER CITY AIRPORT
DANIEL AVIATION COMPLEX
HEBER CITY, UTAH**

**FINAL PLAT
DANIEL AVIATION COMPLEX**

SHEET NO
1
OF 1