

WORK MEETING

**AGENDA
AND
STAFF MEMO**

HEBER CITY CORPORATION
75 North Main Street
Heber City, Utah
City Council Meeting

June 6, 2013

Work Meeting 6:00 p.m.

DISCUSSION ITEMS

- (Tab A)** Amy Mahoney, Heber Valley Elementary, Discuss New Adaptive Playground Equipment Project
- (Tab B)** Discuss Local Bidder Incentive Draft Ordinance
- (Tab C)** Review Potential Corridor Preservation Projects
- (Tab D)** Review Proposed Method to Advertise Community Events at the City Park
Discuss Rescheduling of July 4th City Council Meeting

OTHER ITEMS AS NECESSARY

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 Kellogg at the Heber City Offices (435) 654-0757 at least eight hours prior to the meeting.

Posted on May 30, 2013, 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 May 30, 2013.

Memo

To: Mayor and City Council
From: Mark K. Anderson
Date: 05/30/2013
Re: City Council Agenda Items

WORK MEETING

Amy Mahoney, Heber Valley Elementary, Discuss New Adaptive Playground Equipment Project (Tab A): In speaking with Lindsay Jepperson, Special Education Teacher at Heber Valley Elementary, the School District has received a \$40,000 grant from the State of Utah for an adaptive playground at Heber Valley Elementary. Additionally, Wasatch County has committed \$15,000 to the project which is estimated to cost \$100,000. They are coming before the Council to make them aware of the project and would appreciate any funding the City might have available to assist with the project. Enclosed is a drawing of the proposed playground that was provided to me by Lindsay Jepperson.

Staff is appreciative that the school is making the City aware of this project, but is of the opinion that this is a School District project. The City is already in the process of expending \$90,000 to make our own playgrounds more accessible to the disabled with the installation of synthetic turf at three more parks.

Discuss Local Bidder Incentive Draft Ordinance (Tab B): At the last City Council meeting the Council asked staff to work on an Ordinance that would address some of the concerns expressed by the Council while still providing preference to local bidders. In discussing this matter with Mark Smedley, we have incorporated aspects of the Wasatch County and Washington City Ordinances into the proposed ordinance.

The proposed Ordinance allows businesses within Wasatch County the opportunity to match low bids tendered by non-preferred vendors if their bid is within 5% of the low bid. We believe this provides some preference to local bidders that the Council desires, but at the same time it does not negatively impact the taxpayers of Heber City and removes potential criticism the City might receive for perceived “good ole boy” practices of paying more to keep business local. It also takes out the subjective nature of when preference is given that is in the Wasatch County Ordinance. Lastly, the practice could not be used if it violated any federal, state or private grant provisions.

A potential negative impact of the Ordinance is that the City may find over time it may have fewer bids on projects if non-preferred bidders become frustrated with this practice. (See enclosed draft Ordinance and responses from other Cities on this topic)

Review Potential Corridor Preservation Projects (Tab C): I have asked Bart Mumford to identify roadways that Heber City could potentially use Corridor Preservation Funds to acquire right-of-way for existing or planned roadways. As a result, Bart has prepared the enclosed map for Council review. Staff would recommend that the Council review the proposed map and present an approved map to the Council of Governments for funding consideration.

It has been some time since this group last met and staff believes it is important to make this group and the Wasatch County Council aware of Heber City's future right-of-way needs.

Review Proposed Method to Advertise Community Events at the City Park (Tab D): With the removal of the banner across Main Street, staff has been discussing alternate methods of advertising community events and Mark Rounds has had the enclosed drawings prepared that would allow up to (3) 6' banners to be displayed at the Main Street park. No budget has been allocated for this project, but staff would like feedback from the Council if this is something they would like to see in the future. The proposed location of the structure would be in the northeast corner of the park.

Discuss Rescheduling of July 4th City Council Meeting: The regularly scheduled City Council meeting falls on July 4th. City Ordinance states the following:

2.12.020 Regular Meetings

The governing body shall conduct two regular meetings which shall be held on the first and third Thursdays of each month at the Heber City Municipal Building at 75 North Main Street, which meetings shall begin promptly at seven p.m.; but if the meeting date is a legal holiday, then the meeting shall be held at the same time and place described in this section on the day next following that is not a legal holiday.

Bart Mumford has indicated that he expects to have bids on the Veterans Memorial Project that last week of June and would like to have the bid awarded as soon as possible. Therefore, staff would recommend that the meeting be rescheduled to July 1st, 2nd or 3rd.

DISCUSSION/ ACTION ITEMS

TAB A





TAB B

ORDINANCE NO. 2013 _____

**AN ORDINANCE ESTABLISHING PREFERENTIAL PROCEDURES FOR
LOCAL SOLICITATION AND AWARD OF MUNICIPAL PURCHASE OR
CONTRACT**

General 1.06.01: Procedures For Solicitation and Award of Purchase or Contract.

A. Preference For Local Businesses: It is the policy of the City to support local businesses in an effort to support the City's economy and tax base.

B. For purposes of this Section only, "Responsible Local Bidder" is defined as:

A local business bidder whose reputation, past performance and business and financial capabilities are such that the bidder would be judged by appropriate authority to be capable of satisfying the City's needs for a specific purchase order or contract.

C. For purposes of this Section only, a "Local Business" is defined as a business having:

1. A commercial office, store, distribution center or other place of business located within the boundaries of the county, with an intent to remain on a permanent basis;
2. A current business license within the county; and
3. At least one employee physically present at the local commercial office, store, distribution center or other place of business in Wasatch County.

D. All three (3) of the above criteria must be met in order to qualify as a responsible local bidder (local bidder). If a low bid is submitted by a nonpreferred (nonlocal bidder) bidder, the bid may be awarded to a local bidder, if the local bidder's bid is within five percent (5%) of the low nonpreferred bid, and if the local bidder agrees, in writing, within seventy two (72) hours after notification that it is the qualified preferred bidder, to meet the low bid. Such notice shall contain the exact bid submitted by the nonpreferred bidder, and the purchasing agent shall enter into no contract until seventy two (72) hours have elapsed after notification to the local business. The principal place of business of a local business may be elsewhere as long as a local branch meeting the above criteria is present. The domicile of one or more partners, owners, associates, directors, employees or agents shall not qualify for constituting a local business in the absence of an actual local business outlet.

E. Preference to local businesses will not be offered if it violates the provisions of any federal, state or other grant agreement the City enters into.

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 or a complete copy has been posted in three public places within Heber City but not prior to the _____ day of _____, 2013.

ADOPTED AND PASSED by the City Council of Heber City, Utah this _____ day of _____, 2013, by the following vote:

	AYE	NAY
Councilman Robert L. Patterson	_____	_____
Councilman Benny Mergist	_____	_____
Councilman Alan W. McDonald	_____	_____
Councilman Erik Rowland	_____	_____
Councilman Jeffery Bradshaw	_____	_____

APPROVED:

Mayor David R. Phillips

ATTEST:

RECORDER

Date of First Publishing:

Summary of Responses to Local Preference for Purchasing

Ephraim City:

SECTION 3 – GENERAL GUIDELINES

The general guidelines below should be considered administrative rules and are to be followed as closely as possible by all departments.

3.1 Local Buying

Whenever possible, purchases will be made from local vendors from Ephraim. This can be accomplished by ensuring that local vendors who have goods or services, which the City is in need of, are included in the competitive bidding process, which will precede most purchases. If a local vendor's bid is within 10% of the low bid from a non-local vendor, the local vendor shall be given preference in the acceptance of bids.

Regan Bolli

St. George

The City of St. George has a policy that a local vendor has the right to match the low bid if they are within 5%. We have had the policy for several years and never had a challenge and it has worked well.

Gary S. Esplin

Sandy:

In Sandy, we have considered this in the past and do not give preference to local vendors but keep with the lowest bid unless there are other factors that can be documented as to why we don't use the lowest bid. I don't believe there were problematic issues from a legal standpoint when we considered this, but rather, the philosophy was more one of the best way to serve all taxpayers in the city is to use the least expensive and most responsible vendor, regardless of location. That works great for us and in Salt Lake Valley, but in other communities, particularly where the difference between a local vendor and an out of town vendor is greater, the philosophy may be different.

Korban Lee

Pleasant View:

Pleasant View doesn't have anything, but when I worked for Casa Grande, AZ, they had a local preference in their procurement ordinance. When I wrote the procurement manual for the organization, we realized that a percentage gets to be problematic when large projects or costs come into play.

Example:

\$100 @ 5% =\$5

\$50k@ 5% = \$2,500

No one will complain much at \$5, but \$2,500 is another story. If you implement a %, you will want to look at doing some sort of a sliding scale.

Melinda Brimhall

Santa Clara:

Contact the mayor of North Ogden (Rich Harris). When I was in north Ogden we used the choosing by advantage system and it would factor in local firms and past jobs for city etc. we would award the firm that showed best advantage to city regardless of cost. Very defensible and never had any problems.

Ed Dickie

I have sent an email to Mayor Harris, but have not yet received a response. North Ogden's purchasing policy provided to me by staff did not note any local vendor preference.

Washington City:

Here is Washington City's policy:

Local Vendor Preference:

1. In awarding bids for public work or for the procurement of supplies or services,.

A "local vendor" is defined as a business having:

- a. A commercial office, store, distribution center or other place of business located within the boundaries of Washington City, with an intent to remain on a permanent basis;
- b. A current Washington City business license; and
- c. At least one employee physically present at the local business outlet.

2. All three (3) criteria must be met in order to qualify as a local vendor. If there are no bidders who qualify as a local vendor, the same preference may then be extended to Washington County under the conditions below. If a low bid is submitted by a nonpreferred (nonlocal vendor) bidder, the bid may be awarded to a local vendor, if the local vendor's bid is within five percent (5%) of the low nonpreferred bid, and if the local vendor agrees, in writing, within seventy two (72) hours after notification that it is the qualified preferred bidder, to meet the low bid. Such notice shall contain the exact bid submitted by the nonpreferred bidder, and the purchasing agent shall enter into no contract until seventy two (72) hours have elapsed after notification to the local vendor. The principal place of business of a local vendor may be elsewhere as long as a local branch meeting the above criteria is present. The domicile of one or more partners, owners, associates, directors, employees or agents shall not qualify for constituting a local vendor in the absence of an actual local business outlet. (Ord. 2011-02, 2-9-2011)

Roger Carter

Draper City:

Draper City considered this a few years ago. Several of our larger local businesses did not support this concept because they worried that other cities would follow suit and consequently put them at a bidding disadvantage. Based on that, our city council did not approve it.

David Dobbins

Brigham City:

Brigham has the following language in our purchasing policy and it is used mainly for purchasing vehicles or items already under state contract. We request bids from state contract holders and the local auto dealers at the same time and if the local vendor meets the requirements of the policy we award the bid to them, if not it goes to the state vendor.

Depending on what we are buying, I think it works out to be about a 50/50 split. All other bid items are awarded to the lowest responsible bidder or rejected for cause. If you want the entire document let me know.

Bruce Leonard

Farmington Utah:

No local preference established in our purchasing policies.

David Millheim

Mark Achen ICMA:

Grand Junction considered exactly the same policy proposal twice during my years as manager. Each time the Council came to the same conclusion as did Draper: such a policy might result in a bidding war with neighboring communities which could end up hurting, rather than helping, our local suppliers, contractors, etc. Hope this of some help.

Centerville:

Centerville has not considered this, but we did in Colorado where I managed a rural community. We ultimately did not adopt such a policy there. I believe it is a dangerous idea that is hard to justify in a taxpayer climate and I think implementation issues would ultimately kill the idea (at least that is my 2 cents). In an urban area, it is particularly problematic because the definition of "local" becomes so blurred, but I think you would have trouble defining that practically even in Heber City.

Steve Thacker

South Salt Lake:

We have some experience in South Salt Lake. Paul Roberts, our deputy City Attorney, can discuss it with you. Yes, we have some legal concerns.

Lyn Creswell

Our City Attorney spoke with Paul Roberts and Paul indicated that he believed the practice was legal, but shared the same concerns expressed by Sandy and Draper.

Roosevelt:

Here is the local preference as it reads in our policy. We have not exercised this option since the policy was written in 2008. I'm not sure if the attorney has reviewed the document. Brad wrote it and Council approved it.

SECTION 9. LOCAL VENDOR PREFERENCE

- A. This directive establishes guidelines in order to provide preference to local vendors in comparison with bids and quotations from non-local vendors.
- B. This section does not apply to purchases equal to or greater than \$25,000 where competitive sealed bidding is required.
- C. In all purchases, Roosevelt City shall within guidelines established by the purchasing ordinance and its policies and regulations, prefer supplies, equipment, services, or materials sold in Roosevelt City to the extent set forth in the following subsections and based on quality, suitability, and economy:
 1. When a quotation or bid for supplies, equipment, services, or materials from a non-local provider (from outside Roosevelt City corporate boundaries) submitted in response to a quote invitation or bid request is the low bid price, AND there is a local

bidder whose bid or quote is within five (5%) percent of the lowest bid of the non-local bidder(s), the purchase shall be awarded to the local bidder provided he/she agrees to meet the low quote or bid of the lowest non-local bidder within 48 hours after notification.

2. In the event that more than one local bidder (within the corporate boundaries of Roosevelt City) shall notify Roosevelt City of his/her willingness to meet the low quote or bid of the lowest non-local bidder, the purchase shall be awarded to the willing local bidder who was the lowest local bidder originally. If there are two or more equally low local bidders, then the local bidder to which the purchase is awarded shall be the local bidder whose original bid was first received by the City.

Justin Johnson

Tremonton:

Attached is Tremonton City's purchase policy with highlighted sections that may be of interest. Essentially, our policy allows the person making the decision to purchase to ask if the local vendor will match the lowest price. Additionally, our policy states that the decision to purchase may not be made solely on the lowest price so that preference may be given to local businesses. I would be interested to see what other cities' policy state regarding this issue.

SECTION II: PURCHASING POLICY & CONTRACTS

1. POLICY OBJECTIVES. The underlying purpose of this policy is the balancing of the following objectives. It is understood that some of the objectives may be in conflict with other objectives. It is the final decision making body's prerogative to find the appropriate balancing of the objectives within this General Policy when making a Procurement.
 - C. Strengthen Local Economy. To strengthen Tremonton City's economy by supporting independently owned Businesses in Tremonton City and the Bear River Valley.

4. AUTHORIZATION FOR EXPENDITURES.
 - A. Basis for Making Procurement Decisions and Authorizing the Expense. The position/body that has been granted authority to authorize an expense by signature of a Purchase Order shall make the decision upon requirements set forth in the Purchase Description, Request for Bids, Request for Proposal, and Request for Qualifications and balancing the policy objectives of Section 1 Policy Objectives. It is not requisite that the position/body who has authority to make Procurement decisions select the Vendor based upon the lowest possible price except as specified in UCA 11-39 for Building Improvement and Public Works Projects. Additionally, the position/body making the Procurement decision may, after receiving the bids, inquire to see if an independently owned Vendor in Tremonton City or the Bear River Valley may match the lowest bid received.

Shawn Warnke

Midvale City:

We do address this in our purchasing ordinance. The problem that we've had is that the term "local" in our case could mean the Wasatch Front or the State. The following is the wording out of the ordinance:

I. Evaluating Bids. The bids shall be evaluated within a reasonable time by the department head to determine the lowest responsible bidder based upon the following objectively measurable criteria as set forth in the invitation for bids:

1. Price: The total price of the bid.
2. Quality: The overall quality of the goods or work to be provided and/or the ability, capacity and skill of the bidder to provide any services or work required.
3. Conditions: The number and scope of any conditions or qualifications set forth in the bid.
4. Time: The time limit within which the bidder shall provide the goods, services, or work.
5. Reputation: The character, integrity, reputation, judgment, experience, and efficiency of the bidder and the quality of previous goods, services, or work obtained from the bidder.
6. Compliance: The previous and existing compliance by the bidder with laws and ordinances relating to the goods, services or work.
7. Financial Resources: The sufficiency of the financial resources and ability of the bidder to provide the goods, services, or work.
8. Future Service: The ability of the bidder to provide future maintenance and service and the local availability of parts, materials, etc.
9. **Local Bidder: When possible, preference shall be given to local bidders.**

Kane Loader

TAB C

HEBER CITY CORPORATION

ENGINEERING STAFF REPORT

MEETING TYPE:	Council Work Meeting	MEETING DATE:	June 6, 2013
SUBMITTED BY:	Bart L Mumford	FILE NO:	00000
APPROVED BY:	Mark K. Anderson		
SUBJECT:	CORRIDOR PRESERVATION FUND - HEBER CITY PROJECTS		

PURPOSE

To obtain Council direction on potential Corridor Preservation Fund projects in Heber City.

RECOMMENDED ACTION

That the City Council provide Staff input on potential projects that could be forwarded to Preservation Fund Governing Council for a request for funding.

BACKGROUND/HIGHLIGHTS

In July 2006 the City Council supported, and Wasatch County established, a vehicle registration fee surcharge to begin collecting funds for road planning and right of way activities as allowed by State code. One of the primary purposes of this fund was to acquire right of way to bypass some of the Main Street traffic around the City. Recent discussions with local officials have suggested that other City and County right of way projects should also be considered for use of this funding. Staff has prepared the following list of projects in Heber City that could potentially meet the criteria and qualify for a portion of the funds, along with the suggested action that could be taken.

1. Bypass - North, West, and South alignments

Action: Work with County to purchase any right of way in these alignments. Not currently aware of any property for sale.

2. Heber Parkway - Daniel Rd to Hwy 40

Action: Need 110' of right of way. Some or all of this may come from development.

3. 650 S. - from Rail Road to 1200 W.

Action: Support County in acquiring remaining right of way needed to construct road.

4. Daniel Rd - Heber Pkwy to E. Airport Rd

Action: Need to acquire some right of way in 2013 to widen road in 2014.

5. 1200 S. - Bardole Property

Action: Need to acquire right of way from Bardole to connect 1200 S. to 1200 W.

6. 1200 S. - Barker Property

Action: Need to acquire right of way from Barker to connect 1200 S. to 1200 E.

7. 500 E. - 600 S. Watson Property

Action: Need to acquire right of way from Watson to connect 600 S. to 720 S. to connect to High School.

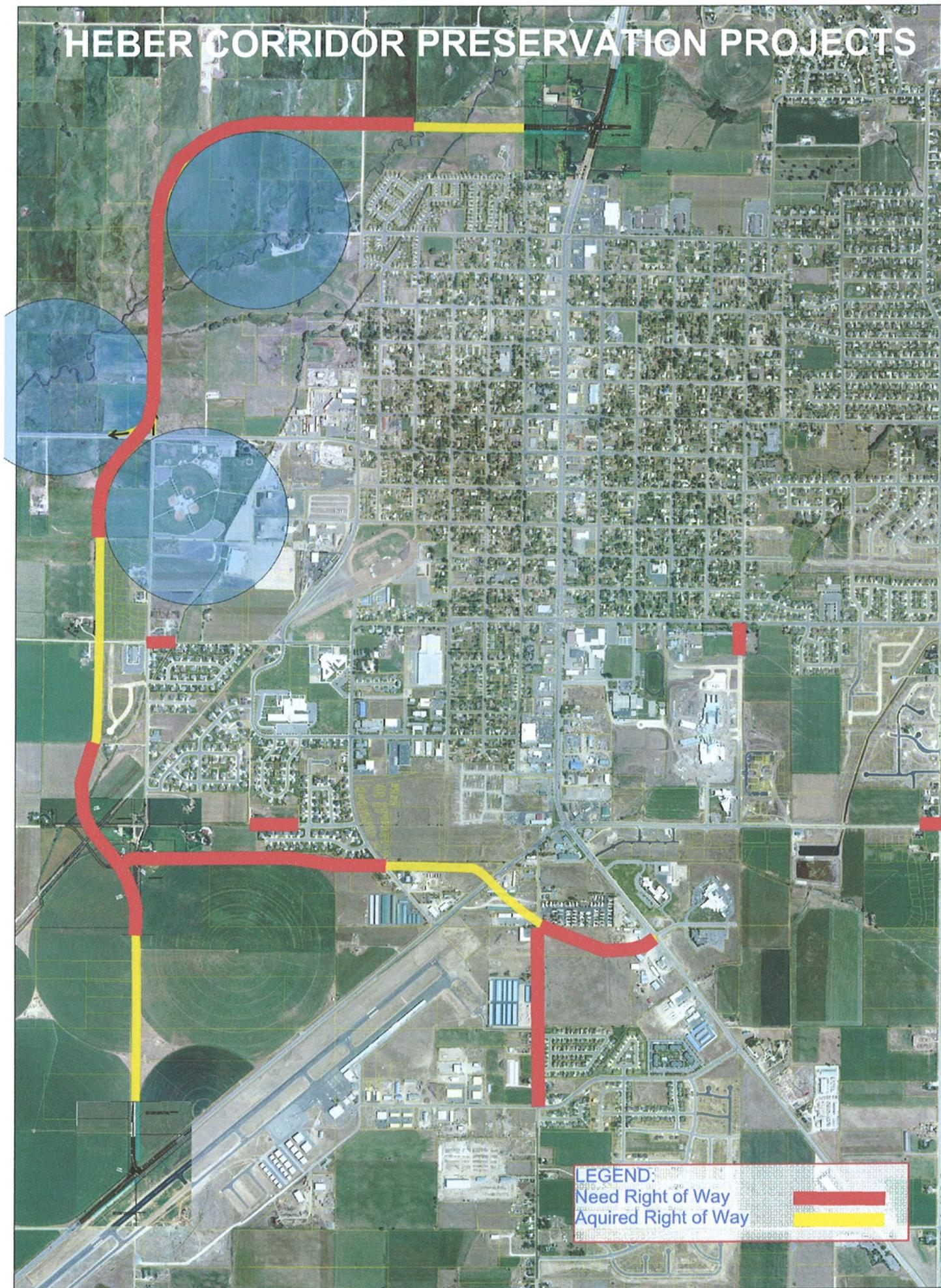
FISCAL IMPACT

These funds may only be used for corridor preservation activities such as right of way acquisition and related planning activities. The projects must be designated as a Minor Collector or larger roads as provided under the Federal Highway Functional Classification Guidelines. The projects must also be part of a prioritized list of approved projects established by the Preservation Fund Governing Council made up of the County Council and Mayors of each City in the County.

LEGAL IMPACT

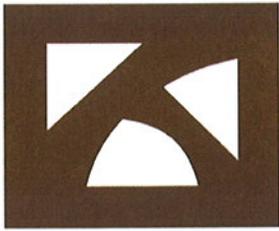
None

HEBER CORRIDOR PRESERVATION PROJECTS



LEGEND:
Need Right of Way
Acquired Right of Way

TAB D



EUCLID
 TIMBER FRAMES, L.C.
 WWW.EUCLIDTF.COM

Proposal Letter (Revised)

Customer: Heber City Corporation - Cemetery/Parks

Project: Community Activity Sign

Location: Heber City UT

Reference #: 2054.00

Date: 05/25/2013

Instructions: Please initial next to each item in the initials column that you approve. If no initials are found, then the estimate as a whole is considered to be accepted.

Dear Mark,

Description

Activity Sign
 Purlin Option

Delivery / Load - 50 mile radius
 ETA - from deposit & signed terms

<u>Cut and Fit</u>	<u>Initials</u>
\$1,420.00	_____
\$450.00	_____
<hr/> \$1,870.00	_____
\$175.00	_____
6-8 Weeks	_____

 Customer or Customer Reps Signature

This pricing assumes #1 or better Douglas fir timbers, S4S, green, no wane, free of heart center. Timber connections will be made using traditional mortise and tenon joinery unless otherwise specified.

This proposal excludes:

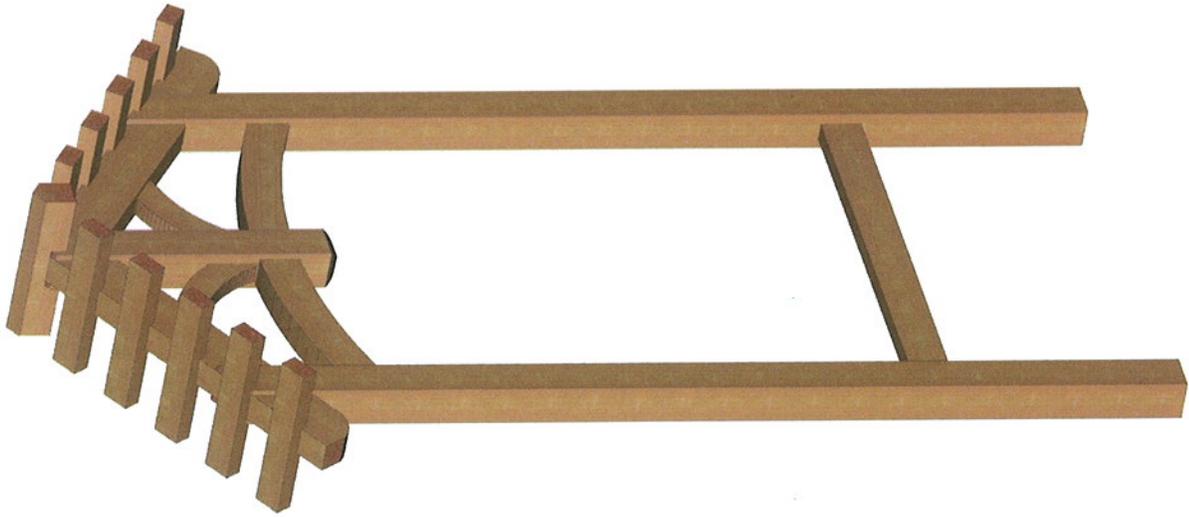
- Engineering services
- Painting, Wood Stains and/or applied wood finishes
- Steel and Steel Connectors

With first time customers we require a 50% deposit when the order is placed and 50% at delivery or pick-up.

Again we thank you for your business and are looking forward to working with you on this project. If you have any questions in the mean time, please don't hesitate to give us a call.

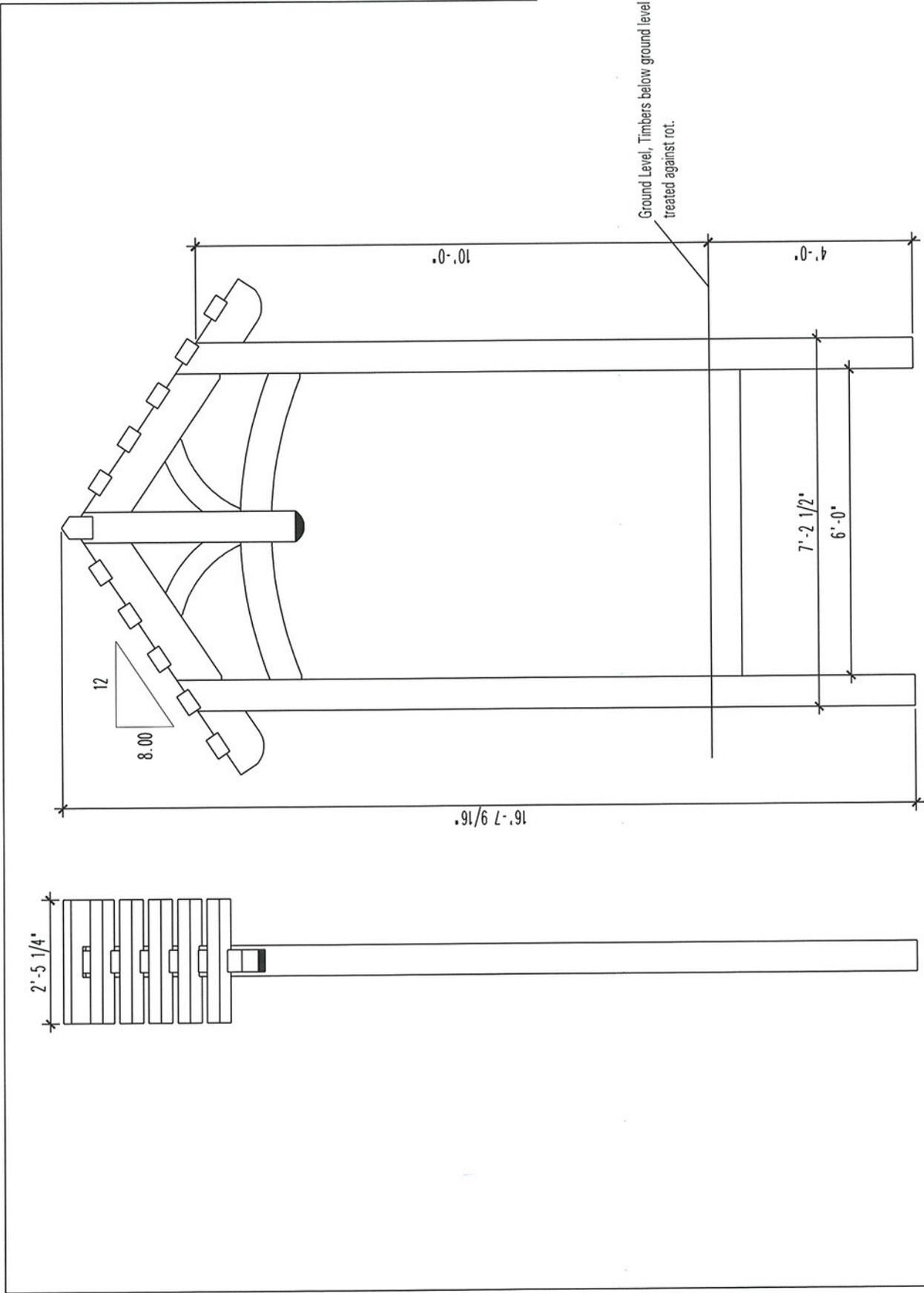
Respectfully,

Jake Birch
 jake@euclidtimberframes.com



Ph: 435.654.1372 Fax: 435.654.1387 3093 W. South HWY. 189 Heber City, UT 84032

Drawn By: JB



Drawn By: JB
 Ph: 435.654.1372 Fax: 435.654.1387 3093 W. South HWY. 189 Heber City, UT 84032

This sheet must be signed and returned with your deposit before your job will be scheduled. Fax to (435) 654-1387

Customer: Heber City Corporation -
Cemetery/Parks

Project Name: Community Activity Sign

Bid #: 2054.00

Terms: With first time customers we require a 50% deposit when the order is placed and 50% at delivery or pick-up.

1. This bid is good for 60 days. Depending on the scope of the project, **there could be substantial lead time required** for milling and installation.
2. **We require a deposit and a signed copy of the Project Terms before the timbers will be ordered.** When applicable, monthly progress payments will be billed. The first progress payment will include 100% of the wood plus the % of work completed. Otherwise the balance is due when the timbers have been delivered / installed. First time customers and customers with a poor payment history will be required to pay a total of 90% before delivery with the remaining 10% due when the timbers have been delivered / installed.
3. All invoices are due upon receipt. After thirty days, a **finance charge of 2% per month (24% per annum)** may be applied. If this account requires a collections process to be filed, I/we agree to pay all costs of collection, all related fees, attorney fees, court costs, process service fees, filing fees, and any charges or omissions that may be assessed by any collection agency retained to pursue this matter with or without suit. We reserve the right to **stop work on any job with open invoices of 45 days** or longer. We will return to complete our work, as our schedule allows, after payment for all outstanding invoices has been received.
4. It is understood that shrinking and cracking is a natural characteristic of green timbers that adds character and personality to the finished timber frame product. We will make every effort to provide material of the highest quality (#1 or better Douglas fir, appearance grade, free of heart center, unless otherwise specified), but we have no control over the normal aging process that the timbers go through as they dry. Please note that kiln dried or salvaged timbers are available for an additional cost.
5. Tentative production and delivery/installation dates will be scheduled **AFTER** we receive both; the deposit and signed copy of the project terms. We are not responsible for delays caused by engineering or timber suppliers. We **must** receive **final measurements** for your project **15 days prior** to the scheduled production date. Once final measurements are received, the schedule will be updated. Design for your project will be **completed one week before** the scheduled production date. Any changes made after this will result in a minimum design charge of **\$100.00 per man-hour** and may result in production delays and an increase in production charges. **Change orders must be approved by our office and paid for in advance. Change orders will be scheduled as a new job unless they are submitted and finalized 15 days prior to the scheduled production date.**
6. Unless otherwise stated, it is the responsibility of the Owner or General Contractor to provide any framing that might be necessary for installation of the timbers (i.e. additional blocking, beam pockets, etc.). If miscellaneous carpentry work must be performed by Euclid Timber Frames personnel in order to prepare for timber installation will be billed at a rate of **\$60.00 per man hour**.
7. We must receive a punch list within 30 days of completion of our work. The appearance and prep of timbers that have been finished (stained and sealed) by others, is no longer our responsibility. We recommended that timbers be closely inspected upon arrival and after installation.
8. Euclid Timber Frames, LC is not responsible for snow, ice and/or mud removal. Nor is Euclid Timber Frames, LC responsible for weather protection of the timber work or adjacent work, unless specifically called out in the proposal. It is the responsibility of the General Contractor to provide protective cover for any surface that could be damaged or marred during timber installation (i.e. stamped or green concrete etc.).
9. If Euclid Timber Frames personnel are installing timbers that require the use of a crane, it is the responsibility of the General Contractor to inform us of any hazards that might exist at the job site, including, but not limited to, buried pipes, sprinkler systems, shallow drain fields, septic tanks, overhead power lines, large trees, etc. We are not responsible, if we are not informed of site conditions. It is the Contractor's or Owner's responsibility to provide access to the actual work area including but not limited to ice and snow removal. Our installed pricing assumes use of normal boom truck type crane if a large crane is needed for any reason the difference in price will be the responsibility of the owner.
10. We are assuming with this pricing that there is good site access for assembly and installation with a crane, and that there will be 2 X material available for temporary bracing. If this is not the case additional charges may apply.
11. Euclid Timber Frames, L.C. is not responsible for any installation related problems that might arise on projects that we do not install.
12. We enjoy our work and the people we work with and want to continue doing so. We reserve the right and recognize our customer's right to cancel this agreement for any reason at anytime. If cancelled for any reason, by either party, customer will be responsible to pay for work performed and material ordered.

I acknowledge that I have read, understood and agree to the above terms.

Customer Signature _____ Print Name / Title _____ Date _____

Required Personal Guarantee

I, the undersigned, hereby agree and certify that I am personally liable and responsible for the payment of all debts and obligations incurred hereafter by the applicant herein, its agents or employees. I do hereby personally guarantee the payment of said debts and obligations and agree to be personally liable for the payment thereof. I do hereby certify that I am also responsible for seeing that the debts of this company are paid on time.

Customer or Customer Rep.'s Signature _____ Print Name / Title _____ Date _____

Address _____

Phone # _____

Contractor License # (if applicable) _____

Social Security # _____

This sheet must be completed, signed and returned with your deposit before your job will be scheduled. Fax to (435) 654-1387



Heber City, Utah



REGULAR MEETING

**AGENDA
AND
STAFF MEMO**

HEBER CITY CORPORATION
75 North Main Street
Heber City, Utah
City Council Meeting

June 6, 2013
7:00 p.m.
Regular Meeting

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

Pledge of Allegiance: Council Member Erik Rowland
Prayer/Thought: Mayor David Phillips
Minutes for Approval: May 16, 2013 Work and Regular Meetings

OPEN PERIOD FOR PUBLIC COMMENT

ACTION ITEMS

- (Tab 1)** Todd Cates - Approve Red Ledges Phase 1E Subdivision Plat
(Tab 2) Ernie Giles, Sewer Connection Request
(Tab 3) Approve Updates to the Airport Layout Plan (ALP), Terminal Area Drawing

DISCUSSION/ACTION ITEMS

As Necessary

CLOSED SESSION AS NECESSARY – PURPOSE TO BE ANNOUNCED IN MOTION

Closed Session – Sale or Purchase of Real Estate

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 Kellogg at the Heber City Offices (435) 654-0757 at least eight hours prior to the meeting.

Posted on May 30, 2013, 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://pnn.utah.gov>. Notice provided to the Wasatch Wave on May 30, 2013.

Memo

To: Mayor and City Council
From: Mark K. Anderson
Date: 05/30/2013
Re: City Council Agenda Items

REGULAR MEETING

Todd Cates - Approve Red Ledges Phase 1E Subdivision Plat (Tab 1): Todd Cates is coming before the Council to seek approval for an 8 lot subdivision known as Red Ledges Phase 1E Subdivision Plat. This subdivision plat was previously approved by the Council on March 21, 2013 but was never recorded. Because of changes requested by a builder, a slightly modified plat which still meets our requirements is being presented for a new approval. Staff would recommend approval.

Ernie Giles, Sewer Connection Request (Tab 2): Ernie Giles is coming before the Council to seek permission to make one connection to the sewer outfall line on Midway Lane. Ernie makes reference to the minutes of a meeting held on March 5, 2009. (See enclosed minutes) The purpose of that meeting was to establish the maximum number connections that the Ernie Giles SSD might be allowed if the City were able to obtain an easement for a sewer line through property controlled or owned by Mr. Giles at the time.

In further discussion with Ernie, the parcel he is requesting service for is actually located on the north side of Midway Lane and is not currently within the boundaries of the Ernie Giles Special Service District. Ernie is hoping that the City Council would approve this connection so that he will not have to obtain approval from the Wasatch County Council to enlarge the boundaries of the Ernie Giles Special Service District. As a result, staff does not see this request being related to previous negotiations.

The Council should be mindful that the City never entered into an agreement with Mr. Giles after the March 2009 meeting. At the time, the City was hopeful that it would be able to obtain a sewer easement from Mr. Giles to better serve development west of 1200 West and avoid the construction of a pump lift station. Also the City was hopeful that the Ernie Giles Special Service District would be dissolved if the City could come to some agreement about how many connections they would offer to this area. Some of the property controlled by Mr. Giles in 2009 has since been purchased by Wasatch County and there may be other ways to

sewer the area to the south without needing an easement from Mr. Giles. Over the years, the Council has shown a willingness to serve properties on the south side of Midway Lane, but has shown no real interest in serving properties on the north side of the roadway.

Staff believes that the City should inquire about the dissolution of the Ernie Giles SSD if they were to offer service to this property. Also, there should be a finding that would justify why the City would offer sewer service outside the City limits and outside the boundaries of an SSD without charging a rate of 150% of normal resident impact fee rate.

Approve Updates to the Airport Layout Plan (ALP), Terminal Area Drawing (Tab 3):

The Airport Advisory Board has been working on an amendment to the Terminal Area Drawing of the Airport Layout Plan for the last four months. The plan has been submitted to the FAA for comment and they have no issue with the proposed changes. The Airport Advisory Board also held a public hearing that allowed airport users to comment on the proposed changes. Enclosed is a copy of the new drawings that require City Council approval and comments from the FAA. Staff would recommend approval.

The future improvements are denoted in yellow and blue. Yellow represents areas that would be paved for aircraft parking, vehicle parking, future roadways for internal circulation and blue represents accessory buildings, fuel storage and future hangar development. In the upper left hand corner of the Terminal Area Drawing there is a legend of the proposed improvements.

Closed Session – Land Acquisition:

MINUTES

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

Heber City Corporation
City Council Meeting
May 16, 2013

4:35 p.m.

BUDGET AND WORK MEETING

The Council of Heber City, Wasatch County, Utah, met in **Budget and Work Meeting** on May 16, 2013, in the City Council Chambers at 75 North Main Street, Heber City, Utah.

Present:	Council Members	Robert Patterson Alan McDonald Benny Mergist (arrived at 4:41) Jeffery Bradshaw Erik Rowland
Excused:	Mayor	David R. Phillips
Also Present:	City Manager City Recorder Chief of Police	Mark K. Anderson Michelle Kellogg David Booth

Mayor Pro Tempore Rowland opened the meeting and excused Mayor Phillips. He noted that Council Member Mergist would arrive late.

Social Hall: Anderson indicated that he received information on the application for financial aid, which required seismic upgrades if aid were to be awarded. Council Member McDonald asked what the maximum amount of the aid would be. Anderson stated this was a 75% / 25% grant. Anderson commented he did not know what other projects would compete for the grant, but only one project would be funded from one source and another source responded that they had money to grant. Anderson indicated the next step was to find out what the seismic upgrade costs would be before deciding how to proceed.

Council Member Mergist arrived at 4:41 p.m.

Contribution to Heber Valley Historic Railroad Authority: Council Member McDonald stated he would abstain from the discussion because his daughter worked at the railroad. Council Member Bradshaw expressed concern about the debt of the railroad and didn't think a contribution from the City would help the situation. Council Member Mergist indicated he was not in favor of giving a donation either. He suggested that the railroad shut down for a year and make some money by doing shop work which could help restore the steam engines. Mayor Pro Tempore Rowland explained he sent out an email with Council Member Mergist's suggestion regarding the train last year. Council Member Mergist stated last year he supported a one-time donation to the railroad, and he still held firm to that commitment. Mayor Pro Tempore Rowland did not favor a contribution either. Anderson stated other entities in the valley considered that Heber had the most to gain from keeping the train in operation and if Heber pulled its support, it

1 would be less likely that the County or Midway would contribute either. Council Member
2 Patterson went on record as supporting the train and was not in favor of shutting it down.

3
4 **Public Safety Building:** Anderson stated he and Chief Booth met with an architect that had
5 recently planned several public safety buildings. The architect estimated the average cost per
6 square foot would be \$175. For a 22,000 square foot building, Anderson felt a \$5 million
7 estimate was reasonable and it would include furniture, parking lots and landscaping.

8
9 Anderson explained the Ballard Spahr resolution that was on the regular meeting agenda tonight
10 would allow the City to be reimbursed for prior expenses incurred if or when a bond was passed.
11 Council Member McDonald suggested applying for the CIB grant and then when the grant was
12 secured, the facts would be shared with the community. He preferred that the question be on the
13 ballot so residents would have a say as to whether or not they wanted a new building. Council
14 Member Patterson indicated whether a new building was approved or not the City needed one.
15 Council Member Bradshaw asked if the whole amount would be loaned if the CIB loan was
16 approved. Anderson asserted that the City would receive the entire amount of the cost of the
17 project at 1.5% interest. He added that the City needed to find out what the timeframe would be
18 for getting the question on the ballot. He stressed that the Council should be unified in
19 supporting the project. Anderson said some type of tax increase would be necessary to support
20 this debt.

21
22 Mayor Pro Tempore Rowland asked if the intent of the ballot was to educate or to seek direction.
23 He asserted that it would be wise to follow the decision made at the ballot box. Council Member
24 McDonald stated that the ballot would be to educate and seek the public's opinion. Mayor Pro
25 Tempore Rowland thought that would be what a public hearing would accomplish. Council
26 Member McDonald wanted to see evidence that would justify a tax increase before making that
27 decision. Anderson confirmed that the Council did not want a tax increase this year and wanted
28 to wait until next year to see the facts. The Council was in agreement.

29
30 **Staffing:** Anderson indicated he would request a finance director for the fiscal year 2014-15.
31 The Council agreed to budget the position next year or amend the budget as needed for this
32 coming year.

33
34 **Sidewalks and Fences:** Anderson passed around a picture of bad sidewalk and stated the City
35 only budgeted for new sidewalk from 100 West to 500 West. But there was also a need to
36 replace one half of a block of sidewalk from Main Street to 100 West, which would cost an
37 additional \$5,000. The Council approved new sidewalk for this block.

38
39 Anderson noted the Muirfield Trail was completed. There was an access point to the park on the
40 west side of Spring Creek Canal. The HOA asked that a fence be erected to divide the residents'
41 property and the park. The Council agreed to the additional cost for a split rail fence.

42
43 **Playground Equipment Disposal:** Anderson commented the Main Street Park playground
44 equipment had been disassembled and the salvaged equipment included swings, the big slide and
45 a half dome climbing apparatus. He asked for authority to put a notice in the newspaper for
46 people to bid on these items. The Council agreed to sell the equipment to the highest bidder.

1 **High School Graduation Donation Request:** Anderson stated he received a phone call from
2 Melanie Jepperson requesting donations for the high school graduation party. The Council
3 preferred that private individuals donate to these events.
4

5 **Veteran's Memorial:** Anderson indicated it had been difficult to get information from the
6 committee for the bid spec, thus putting the project out to bid was delayed. He noted some items
7 would be sourced by the City and would not be included in the bid document. Council Member
8 McDonald read a prepared statement:
9

10 *I would like to make it very clear that I am a true supporter of the veterans that have served our*
11 *country. They have literally sacrificed everything to maintain the freedoms we enjoy. The City*
12 *needs to support them in any way they can, but building an elaborate memorial to honor them at*
13 *the expense of taxpayers is not the most correct way.*
14

15 *The City does not have the money to pay for such an elaborate memorial as it is currently*
16 *proposed. The City currently has to bond for other infrastructure projects and we have had to*
17 *cut back on needed equipment because we do not have the funds in the general accounts to cover*
18 *their purchases. We are taking funds from other more needed projects and equipment to build a*
19 *Veterans Memorial that has gotten out of line in the size of the structure and costs in the Heber*
20 *City Cemetery. I would support some type of memorial if the project was downsized to the point*
21 *where the costs were under \$100,000 with 50% participation from the community, or if the City*
22 *gave money to support the County memorial in Midway. It should be a community sponsored*
23 *memorial to the veterans.*
24

25 Council Member Mergist confirmed that the Council approved \$1,000 to the County Veteran's
26 Memorial. Anderson affirmed the money had been given to the County. Mayor Pro Tempore
27 Rowland asked if the lack of progress from the Veteran's Memorial Committee changed the
28 Council's opinion on supporting it. He suggested giving the committee a deadline of 60 days to
29 get the bid out or the Council would pull the funding. None of the Council disagreed to that
30 suggestion.
31

32 **Security System:** Anderson passed out an estimate for a security system for the Public Works
33 building, the Cemetery, the City Hall, Animal Services and the Airport. He stated this security
34 system company worked with Heber Light and Power Company, the Wasatch School District
35 and the County. Mayor Pro Tempore Rowland asked where vandalism had been a problem. It
36 was indicated that the City parks and water tanks received the most vandalism. It was also noted
37 that employee theft had occurred at Public Works.
38

39 Council Member Mergist stated he would like to monitor the buildings in the evenings.
40 Anderson stated he would inquire about the different features of the equipment associated with
41 the bid and would focus on the Public Works building first. Chief Booth commented that it
42 would be beneficial to have cameras along Main Street to observe traffic and the storefronts.
43

44 **Credit Cards:** Mayor Pro Tempore Rowland requested that credit cards be accepted online. The
45 Council agreed to explore offering payment by credit cards for all services except building
46 permits.
47

1 **Live Stream for Council Meetings:** Mayor Pro Tempore Rowland asked about live streaming
2 the Council meetings to the internet. He stated the Utah League of Cities and Towns (ULCT) had
3 vendor lists. Anderson stated staff could get some quotes on that service.
4

5 **Discuss Business License Study Update:** Anderson stated in response to interest in having a
6 business license study performed, he obtained a few sample requests for proposals from other
7 cities. The Council agreed to include \$8,000 in the budget for a study.
8

9 A future budget meeting was deemed unnecessary.
10

11 Council Member McDonald asked if the budget could be presented piece by piece for a vote or
12 was it presented as “all or nothing.” Anderson stated a Council member could present his
13 argument for or against an item by amendment, but three votes would be needed to pass it.
14

15 **Discuss City Logo Contest Results and Project:** Mayor Pro Tempore Rowland stated the
16 committee met and the four designs in the packet were the favorites. The committee was hesitant
17 to choose a winner until the City image was defined. He suggested hiring a professional to help
18 brand the City. Council Member McDonald felt none of the designs reflected Heber, but the
19 Council should pick a winner. Council Member Mergist suggested that Mt. Timpanogos with the
20 valley under it would reflect the City well. Council Member Patterson agreed. Another topic with
21 the committee was the use of the word “corporation” in the City name. The committee members
22 felt “corporation” should not be the focus when reading the city’s name. It was agreed to award a
23 first place, second place and third place from the four finalists, with each receiving \$100, and to
24 hire a graphic artist up to \$3,000.
25

26 **Discuss Local Bidder Incentive:** Council Member Patterson wanted to leave the City policy as
27 is. Council Member Mergist felt having a local bidder incentive was scary. Council Member
28 McDonald thought the incentive would keep City money in the valley and local companies
29 would then be able to hire more people. Council Member Mergist was worried the City would
30 open itself up to lawsuits. Mayor Pro Tempore Rowland felt it would work better with larger
31 cities, but with smaller cities people would perceive a good-ole-boy system at work. Council
32 Member Mergist stated he would agree to adopt the County policy since it had been proved, but
33 was not in favor of creating a policy from scratch. He said with regard to clothing purchases
34 made by the City, he would prefer to order from local merchants. Council Member Bradshaw felt
35 it was good to shop locally, but a policy giving preference had its problems. Mayor Pro Tempore
36 Rowland stated the County ordinance would be crafted to address the concerns of the Council,
37 and then brought to the next work meeting.
38

39 Chief Booth stated the Police Department could not find a home for the K-9 Kaos, so it was sold
40 to Jason Bateman for \$1.00.
41

42 Anderson noted the upcoming Memorial Day program at the Event Center, which included a free
43 pancake breakfast.
44

45 With no further business, the meeting was adjourned.
46
47
48
49

Michelle Kellogg, City Recorder

1 **Heber City Corporation**
2 **City Council Meeting**
3 **May 16, 2013**

4
5 **7:00 p.m.**
6

7 **REGULAR MEETING**
8

9 The Council of Heber City, Wasatch County, Utah, met in **Regular Meeting** on May 16, 2013,
10 in the City Council Chambers at 75 North Main Street, Heber City, Utah.
11

12
13 **Present:** Council Members Robert Patterson
14 Alan McDonald
15 Benny Mergist
16 Jeffery Bradshaw
17 Erik Rowland
18

19 **Excused:** Mayor David R. Phillips
20

21 **Also Present:** City Manager Mark K. Anderson
22 City Recorder Michelle Kellogg
23 Chief of Police David Booth
24

25 **Others Present:** Bruce Gardner, Mel McQuarrie, Victor Garcia, Dave Lundberg, Rob Mills,
26 Josh Pedersen, Laurie Wynn, and others whose names were illegible.
27

28 Mayor Pro Tempore Rowland opened the meeting and excused Mayor Phillips.
29

30 **Pledge of Allegiance:** Council Member Jeff Bradshaw

31 **Prayer:** Council Member Erik Rowland
32

33 **Minutes:** May 2, 2013 Work and Regular Meetings
34

35 Council Member Patterson moved to approve the above listed minutes. Council Member
36 Bradshaw made the second. Voting Aye: Council Members Patterson, McDonald, Mergist,
37 Bradshaw and Rowland.
38

39 ***OPEN PERIOD FOR PUBLIC COMMENT***
40

41 Mayor Pro Tempore Rowland opened the meeting to those who wished to address the Council on
42 topics not listed on the agenda. Nobody came forward.
43

44 ***PUBLIC HEARING***
45

46 **Public Hearing – Approval of The Cove at Valley Hills Amended Subdivision Plat:** Mayor
47 Pro Tempore Rowland opened the public hearing to those in the audience who wished to address
48 the Council.
49

1 Bruce Gardner- Callaway Dr. Gardner indicated that before he made an offer for his home, he
2 looked at the plat, and the land behind his property was designated open space. He knew that
3 open space increased the value of several lots during development, and now he felt the developer
4 wanted to sell the open space which equated to a “bait and switch.” He stated his very private
5 backyard would now become a fishbowl.

6
7 Dave Lundberg, Callaway Dr. Lundberg stated that this issue had been discussed previously by
8 the Council. He thought if a group developed a plat with open space, it should be respected as
9 such. The developer should not designate the land as open space and then pull it back to be
10 developed. He sympathized with the City’s need to access the water tank, but felt homeowners
11 should not be penalized in the process.

12
13 Mayor Pro Tempore Rowland closed the open portion of the public hearing. Council Member
14 McDonald stated he preferred to preserve the open space as was designated on the plat. He also
15 reminded McQuarrie of his commitment to keep the debris off the sidewalk. McQuarrie said the
16 open space was owned by Coyote Development and was not designated to the development. He
17 also stated that the fallen dirt and rocks should be taken care of and a lien could be put on the
18 property if it was not done, but he committed to taking care of that. He added that if the City
19 wanted the land designated as open space, it should have required it.

20
21 An email sent by Daniel Harvath to some in the Council was discussed.

22
23 Kohler stated years ago, a geotechnological study was done and it was determined that homes
24 would be stable on the slopes. Mayor Pro Tempore Rowland confirmed that one of the lots
25 would need to have a well because of its location relative to the water tank and the resulting lack
26 of water pressure. He inquired if McQuarrie had read and understood the subdivision agreement.
27 McQuarrie said upon first look, it looked good.

28
29 Council Member McDonald asked Kohler of his thoughts regarding the open space wording.
30 Kohler referred to the State Code that stated open space was owned by all the residents of the
31 plat unless the open space was designated, which in this case it was designated to Coyote
32 Development. Mumford also explained the need for easements to the water tank and the need for
33 a deed for the property on which the water tank sat. There was also additional discussion on
34 keeping the sidewalk clean.

35
36 Council Member McDonald moved to approve the amended subdivision plat of the Cove at
37 Valley Hills. Council Member Bradshaw made the second.

38
39 Voting Aye: Council Members McDonald, Bradshaw and Rowland. Voting Nay: Council
40 Members Patterson and Mergist.

41
42 ***ACTION ITEMS***

43
44 **Resolution 2013-06, Consideration for Adoption of a Resolution Declaring the Official**
45 **Intent of the City Council of Heber City, Utah to Reimburse Itself From the Proceeds of**
46 **Tax-Exempt Bonds for Certain Capital Expenditures Advanced by the City in an Amount**
47 **not to Exceed \$6,000,000:** Anderson stated this resolution would allow the City to reimburse
48 itself for already incurred expenses if a bond was issued for water projects and a public safety
49 building.

1 Council Member McDonald moved to approve Resolution 2013-06, consideration for adoption
2 of a resolution declaring the official intent of the City Council of Heber City, Utah to reimburse
3 itself from the proceeds of tax-exempt bonds for certain capital expenditures advanced by the
4 City in an amount not to exceed \$6,000,000. Council Member Bradshaw seconded the motion.

5
6 Voting Aye: Council Members Patterson, McDonald, Mergist, Bradshaw and Rowland.

7
8 **Award Main Street Paver Construction Project Contract:** Council Member McDonald asked
9 if the trees would be removed in this project. Mumford stated the trees would be preserved. He
10 commented that there were a few issues in the past with business owners not wanting trees in
11 front of their doors, but Tony Kohler was willing to go to the business upon request and evaluate
12 the situation. If the business owners would be willing to pay any difference in cost, the City
13 would remove the tree in question. Mumford stated the low bid for this project was from Goran
14 Construction.

15
16 Council Member Patterson moved to approve Goran Construction as contractor for the Main
17 Street Paver Construction Project. Council Member Bradshaw seconded the motion.

18
19 Voting Aye: Council Members Patterson, McDonald, Mergist, Bradshaw and Rowland.

20
21 Anderson noted that the City was replacing the water meter barrels for these four blocks.

22
23 **Approve Amended Purchase Agreement between Heber City and JDS, LLC for the Sale of**
24 **1.9 Acres of Ground Located at 1000 South and 300 West:** Anderson stated that in conversing
25 with Mrs. Calls Candy Company, and because of the need to move power lines, it was agreed the
26 dates of the agreement would not be met. So the construction commencement date was changed
27 to September 1, 2013 in the amended agreement and a sentence was added that required Heber
28 City to move the obstructing power line.

29
30 Council Member Bradshaw moved to approve the amended Purchase Agreement between Heber
31 City and JDS, LLC for the sale of 1.9 acres of ground located at 1000 South and 300 West.
32 Council Member Patterson made the second.

33
34 Voting Aye: Council Members Patterson, McDonald, Mergist, Bradshaw and Rowland.

35
36 Council Member Mergist moved to go into Closed Session at 7:50 p.m. for the sale or purchase
37 of real estate. Council Member Patterson second. Voting Aye: Council Members Patterson,
38 McDonald, Mergist, Bradshaw and Rowland.

39
40 Council Member Mergist moved to adjourn from Closed Session at 8:12 p.m. Council Member
41 Rowland made the second. Voting Aye: Council Members Patterson, McDonald, Mergist,
42 Bradshaw and Rowland.

43
44 With no further business, the meeting was adjourned.

45
46
47
48
49

Michelle Kellogg, City Recorder

ACTION ITEMS

TAB 1

HEBER CITY COUNCIL
Report by: Anthony L. Kohler
Meeting date: June 6, 2013

Re: Red Ledges Phase 1E

On March 21, 2013, the City Council approved Phase 1E of Red Ledges, an 8 lot subdivision plat. The buyer/builder recently requested Red Ledges increase the width of the building pads by 5 to 8 feet to fit their home plans. The revised plat changes the widths of the building pads from 33 feet each, to 38 or 41 feet for each building pad. The pads still meet the required setbacks. Red Ledges has nearly completed the required improvements for this plat. The original approved plat has not yet been recorded, but the changes do need action by the City Council.

RECOMMENDATION

The proposed final plat for phase 1E of Red Ledges is consistent with the adopted Red Ledges Master Plan, Preliminary Approval, and the PC Zone.

Vicinity Map



TAB 2

ERNIE GILES
1485 West Midway Lane
Heber City, Utah 84032
PHONE: 435-671-2154

Heber City Mayor and Council
75 North Main Street
Heber City, Utah 84032

May 21, 2013

Dear Mayor and Council,

On March 5, 2009, at a regular Heber City Council meeting, there was discussion of sewer connections and the possibility of eliminating the Ernie Giles SSD. In those discussions 30 sewer connections were mentioned. Mr. Bart Mumford had concerns about the total of 30 connections. Negotiations followed, Mr. Giles indicated 10 connections would possibly be acceptable, and Councilmen Hokanson indicated that he thought 10 connections would be reasonable. Mr. Mumford, City Engineer, indicated that in his opinion ten connections would not effect the cities operations and would be feasible. In the March 5, 2009, Heber City Council minutes, impact fees were discussed. Mr. Giles did not feel like he should have to pay 150% of the impact fee as suggested by Mr. Mark Anderson, Heber City Manager. Council member Bradshaw then made a motion to approve the 10 unmetered connections on Highway 113 at 100% of the rate of the impact fee.

Further discussion for the purchase of an easement running through Ernie Giles Property occurred. At this time the developer has not followed through with the purchase of the right of way easement.

At this time I am applying for one connection from the above mentioned SSD. I am not requesting use of the approved remaining 9 unmetered connections at this time. Thank you for your consideration in this extremely important decision.

Sincerely,

Ernie Giles

Meeting of 2009-3-05 Regular Meeting

Heber City Corporation
City Council Meeting
March 05, 2009
7:00 p.m.
REGULAR MEETING

The Council of Heber City, Wasatch County, Utah, met in Regular Meeting on 03/05/09, in the City Council Chambers in Heber City, Utah.

Present:	Mayor	David R. Phillips
	Council Members	Jeffery Bradshaw
		Elizabeth Hokanson
		Nile Horner
		Robert Patterson
		Eric Straddeck
Excused:		
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: Ernie Giles, Kimberlee Carlile, Martin Van Roosendaal, Brian Balls, James McCleary, Renard Richter, Shelton Taylor, Mike Thurber and Alyssa Kohler.

Pledge of Allegiance: Councilmember Nile Horner
Prayer: Councilmember Robert Patterson

Minutes: 02/19/2009 Work Meeting
02/19/2009 Regular Meeting

Councilmember Patterson moved to approve the Work and Regular Meeting Minutes of 02/19/2009. Councilmember Bradshaw made the second. The Voting was unanimous in the affirmative. Councilmember Straddeck was excused.

OPEN PERIOD FOR PUBLIC COMMENTS

No comments were received.
CONSENT AGENDA

Approval of State of Utah – UDOT Aeronautics – Cooperative Agency Agreement:

Cancellation of the April 16, 2009, City Council meeting due to Utah League Conference in St George for the Legislative Body: Councilmember Hokanson moved to approve the items on the Consent Agenda. Councilmember Patterson made the second. The voting was unanimous in the affirmative. Councilmember Straddeck was excused.

APPOINTMENTS

Consider Amendment to the Ernie Giles Special Service District Sewage Conveyance Services Contract and Approve an Easement Agreement for a sewer line from Ernie Giles: Mumford reviewed this issue

from the January 17, 2008, City Council meeting. An overhead of the area was shown. He said Richter originally started the Sherman's Landing Development with the idea of working in conjunction with the Meadows at South Field by using a pump station. The thought was to pump to Southfield Road to the City's line then flow to the treatment plant. Richter approached the City about running a line by gravity flow down through the adjoining properties and through the Giles' property. Mumford said he was more favorable to a gravity flow line than a pump station. There was review of the discussion from the January, 2008, meeting and what the City would grant Giles for letting that line go through his property. Mumford showed the proposed line layout on the overhead. He indicated the City would grant Giles 30 connections (that would be the City's contribution to that line), Giles would grant the easement and Richter would pay the all the cost. He said he was not sure of everything in the agreement between Giles and Richter.

Mumford gave additional history since that time and said Richter had gone ahead and designed the line and the easement and design was worked out. He continued that the issue now was how to memorialize the 30 connections with Giles. Mumford talked about the Giles Special Service District administered through Wasatch County. He said there was no restriction or cap on capacity as far as the SSD through the County. The agreement Giles has with the City outlines that if Giles builds the lines to the City's line in Midway Lane and meters the flow, the City would allow Giles to use the lines. That would be a similar situation to the Twin Creeks SSD in which a fee is charged based on the flow.

Mumford said he first looked to just tying the 30 connections to the easement, but that then tied to the landowner rather than the SSD and it needed to be tied to the SSD which Giles already had. Mumford said what he, Richter and Giles had come up with was to do an amendment to the original agreement Giles already had with the City which put the 30 connections under the umbrella of the Ernie Giles SSD Agreement already in place with the City. However, there was some discrepancy with what Giles thought the agreement outlined and what was reflected in the minutes.

Anderson questioned what the City's intent was as to the long-term relationship with this Agreement as it was only in force for 25 years. Mayor Phillips asked about what happened in 25 years if that Agreement was allowed to expire and would the City stop the sewer flow into the City's lines. Mumford said that, the way he read the Agreement, there was no obligation for the City to renew it if the Council did not want to.

Giles referred to the amendment prepared by Mumford and said he wanted different language in paragraph three (3). He said he wanted some of the 30 connections to connect to the line that runs along Highway 113 and not have to have them all connect to the new proposed line. Mumford verified that Giles wanted the flexibility to connect to the existing line as well as the new proposed line. Mumford said the problem he saw with that was that he did not want all 30 connections to the original line along Highway 113. Giles said he would not have a problem with entering into the man hole rather than the main line. Mumford said he would be more comfortable if there was a defined number that connected to the original line. Councilmember Patterson asked what number Mumford would be comfortable with. Giles said the 30 connections were "not metered" connections but he could have 100 connections there the way the SSD was written. Again Giles said the number did not matter to him because if he wanted more than 30 he could do it although he did not have plans at this time to have a lot of connections. Giles said the SSD could grow. Giles said if he ever did develop he would be back to the Council with a re-design. The number of connections Mumford felt comfortable with for connecting onto the original line along Highway 113 was ten (10). Councilmember Hokanson felt that was reasonable. Mumford said ten would not affect the City's operation there. Mumford said he would make changes to the Agreement for 10 connections and he would not restrict them to the new sewer line.

Giles asked for clarification from the January, 2008, minutes about impact fees. He said the Heber

Valley SSD had its own impact fee and when he made connection “down there” he did not pay the City a connection fee. As he talked with Mumford, it was explained to him that the City had to recoup their costs to transmit the wastewater to the sewer plant. He was fine with a standard connection fee; but did not want to pay 1½ times the residential connection fee rate. He pointed out that Twin Creeks SSD only paid a flow fee and not a connection fee. He said his SSD was the same as the Twin Creeks SSD. He wanted the City to accept the normal impact fee and not compound it to 1½ times. He thought the O&M of 1½ times was all he should pay and should include the connection fee.

Anderson said since the original Agreement, the City had gained ownership of the outfall line and the City was building more capacity and it seemed fair that those connecting onto the line should pay their share. He said Twin Creeks would eventually push all their wastewater over the hill through the Red Ledges Development to the new treatment plant. He said the 150% was standard practice with others who connect onto the City lines who reside outside the City limits. Giles did not want to pay the 150% on impact fees. Giles said he felt an obligation to pay his share but felt 150% of impact fee was excessive. Mumford said the best he could tell from the minutes was that Giles was to pay 150% on impact fees and O & M. Mumford did not have a problem with just charging 100% on the impact fees and 150% on O & M. Anderson agreed.

Anderson indicated that if the Council and Giles could come to terms with an amendment to the Agreement, the issue still needed to go to Wasatch County because they administered the SSD. Anderson said he would take the Agreement over to Mike Davis, County Manager, as the County Council was the Board for the Giles SSD. He said the Agreement could not be amended without the Board’s approval.

Councilmember Patterson asked if this was the same agreement from the meeting in January, 2008, when there was lengthy discussion held on this same issue—had the agreement changed from the one approved that night?. Mumford said the concept was the same but there were some difference in the language. Mumford said the vehicle in which this would be implemented had changed because everything was not yet set in concrete; however, the concept and the end result was the same.

Councilmember Bradshaw moved to approve the Ernie Giles Special Service District Sewage Conveyance Services Contract Amendment with the change to ten (10) unmetered Equivalent Residential Connections on Highway 113 and 100% rate on impact fees and approve the Easement Agreement where Ernie Giles individually grants the Easement to the sewer line to the City. Councilmember Hokanson made the second.

Councilmember Horner asked if the SSD had added ground or included property not belonging to Giles. Giles said originally there were 17 acres and he had since added 35 acres but that he owned all the property within the SSD.

Councilmember Horner asked if they were to include those connections that were already agreed to by other property owners, would they be included in the ten. It was indicated they were not within the SSD. Councilmember Horner clarified his question--if they were put under the umbrella of the SSD, would they be included or be an additional number. It was indicated they would be an additional number.

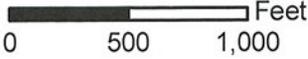
Mayor Phillips called for a vote on the Motion. Voting AYE: Councilmembers Jeff Bradshaw, Elizabeth Hokanson, Nile Horner and Robert Patterson. Councilmember Straddeck was excused.

ACTION ITEMS

Traffic Control – Intersection of 100 South 300 East (From 02/19/2009 Work Meeting): Councilmember Horner said he still felt the signs needed to be north/south yield as opposed to east/west. Mumford



Giles Property Heber City, Utah



TAB 3

Mark Anderson

From: Justin Pietz <justin@armstrongconsultants.com>
Sent: Wednesday, May 22, 2013 8:45 AM
To: Mark Anderson
Subject: FW: Heber City ALP and TAD
Attachments: 126117 Heber City-ALP-TAD Sheets.pdf

Hi Mark,

Below is an email I received from FAA regarding the updated ALP and TAD for Heber City Municipal Airport. I will send you 5 hard copies of the full size ALP for signature so that you can have a couple of extra copies for your file. Once the ALP sheets are signed I will have you send them back to me and I will add the full size TAD and send them to the FAA for approval. I will send you the hard copy ALPs for signature today. I have attached a PDF copy of the draft drawings. Please let me know if you have any questions or if there is anything else you need.

Thanks,
Justin

Justin Pietz

Planning Manager, Principal

ARMSTRONG CONSULTANTS, INC.
861 Rood Avenue
Grand Junction, CO 81501
Phone (970) 242-0101
Fax (970) 241-1769
www.armstrongconsultants.com

From: John.Sweeney@faa.gov [mailto:John.Sweeney@faa.gov]
Sent: Wednesday, May 22, 2013 8:23 AM
To: Justin Pietz
Subject: Re: Heber City ALP and TAD

Justin,

Thanks for the drawings, after reviewing them with Kristin Brownson we were in agreement that an airspace review for this update will not be needed. All we will need for this update is two signed copies from the sponsor. Please keep in mind that any construction that takes place on these new areas on the airport will need to go through the 7460/airspace review process before construction begins.

Please let me know if you have any additional comments or questions.

Thanks,

John Sweeney
Community Planner
FAA-Denver Airports District Office
303-342-1263
Fax-303-342-1260

From: Justin Pietz <justin@armstrongconsultants.com>
ANM-DEN-ADO, Denver, CO
To: John Sweeney/ANM/FAA@FAA,
Date: 05/21/2013 02:02 PM
Subject: Heber City ALP and TAD

Hi John,

Good talking to you this morning. I have attached the PDF Draft ALP/TAD for Heber City Municipal Airport. As we discussed this morning this project was only intended to update the ALP/TAD based on the revised terminal area layout we developed with the airport sponsor. The ALP sheet was not updated except for the terminal area surrounding the existing apron and west of main apron area. The terminal area development to the east was not updated. Please let me know if you have any questions or comments. Once you have completed your review please let me know how you would like for us to proceed.

Thanks,
Justin

Justin Pietz

Planning Manager, Principal

ARMSTRONG CONSULTANTS, INC.

861 Rood Avenue

Grand Junction, CO 81501

Phone (970) 242-0101

Fax (970) 241-1769

www.armstrongconsultants.com

[attachment "126117 Heber City-ALP-TAD Sheets.pdf" deleted by John Sweeney/ANM/FAA]

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2013.0.3343 / Virus Database: 3162/6344 - Release Date: 05/21/13

DEPARTMENT REPORTS

HEBER CITY CORPORATION

STAFF REPORT

MEETING TYPE:	Regular Council Meeting	MEETING DATE:	June 6, 2013
SUBMITTED BY:	Bart L Mumford	FILE NO.:	00000
APPROVED BY:	Mark K. Anderson		
SUBJECT:	CITY ENGINEER MONTHLY REPORT - May 2013		

CIP AND OTHER CITY PROJECTS

Bardole/Stewart Acquisition - 1200 South: Percent Complete: 5%
Summit Engineering prepared plat and legal description. Council continued discussion of potential offer.

Broadhead Tank Roof Repair: Percent Complete: 5%
Horrocks Engineers finished design for the roof replacement. Advertising for construction will be postponed until winter 2013/2014 if funded in FY14 budget.

City Office Complex: Percent Complete: 1%
GSBS and Citizens Committee concept designs were put on hold while the Council pursues discussions with County on the future of City/County buildings on the existing City block and purchase of land.

Daniel Rd Conn (Heber Pkwy)/HWY 189 (UDOT): Percent Complete: 99%
Performed walk through of project and UDOT's contractor Flat Iron is working on punch list items.

Main St. Pavers / Util - 200S to 200N: Percent Complete: 5%
Council awarded contract to Goran Construction. Held Preconstruction meeting. Contractor will begin June 24th.

Main St. Park Equip / Park Fall Zones: Percent Complete: 10%
Parks Dept removed existing playground. Big T Recreation will begin assembling playground equipment May 31st. Turf installation will begin June 5th.

Road Maintenance 2011: Percent Complete: 99%
Staker Parson completed scheduled work. Met with the contractor to coordinate warranty repairs to chip seal work which will begin June 24th. Council approved issuing a small contract to crack seal the worst areas on those roads being rechipped.

Sidewalk Replacement - 100 South: Percent Complete: 15%
Quicksilver Concrete was awarded the contract and a preconstruction meeting was held. Work began on the southwest end of the project.

Subdivision Bond Work: Percent Complete: 3%
 Council directed staff to call outstanding subdivision bonds at 2/17/11 Work meeting. Evaluating HOG subdivision developer proposal to complete some of remaining work separate from bond. ACME Construction will complete Majestic Mountain improvements in May. City Attorney is evaluating options to response to surety claim denial on Gateway 1.

Sewer/Water Replacements 2013: Percent Complete: 10%
 Council awarded a contract to Lance Excavating on May 2, 2013. A preconstruction meeting was held and work began on the water line replacements, beginning at 200 South. This project must be completed prior to doing the Main Street Paver replacement project.

Water Main Replacement - 300W CDBG 12: Percent Complete: 8%
 Council awarded a contract BD Concrete. Construction will begin toward the end of June.

CITY PROJECTS UNDER WARRANTY

- *Sewer Outfall - 100 S.: Expires 12/23/12
- Crack Seal 2010: Expires 08/19/13
- Valley Hills Park - Wall Repair: Expires 09/06/13
- Water Main Replacement - 300 W (CDGB): Expires 12/05/13
- Storm Drain & Pond - 650 S: Expires 12/23/13
- Mill Road Estates Park Playground: Expires 10/19/13
- Sidewalk Improvements - 600 S (200E-270E) Expires 07/25/14
- Water Main - SR113 & PRV: Expires 08/27/14
- Muirfield Park Bridge/Trail: Expires 08/23/14
- Road Improvements - 300 W. (100S to 1000S) Expires 01/28/15
- Sewer Maintenance 2010 - Manhole Sealing: Expires 09/15/21

*Warranty is extended until outstanding issues are resolved.
 - Schedule warranty walk through 3 months prior to expiration date.
 - Send Bond Claim letter 1 month prior to expiration date.

ENGINEERING MONTHLY PROJECT BUDGET vs CONTRACTS REPORT

May 2013

PROJECT NAME	CITY BUDGET		CONTRACTS		CHANGE ORDERS		TOTAL	Notes
	Approved	Amt	Approved	Amt	Approved	Amt		
Broadhead Tank Roof Repair	03/27/12	\$460,000	AsNeeded	\$8,000.00				- Evaluation & Structural Report
1. Horrocks Engineers			AsNeeded	\$51,018.00				- Design, CM, & Insp
2. Horrocks Engineers				\$59,018.00	\$0.00	\$0.00	\$59,018.00	
Subtotal:		\$0						
City Office Complex								
1. None				\$0.00	\$0.00	\$0.00	\$0.00	
Subtotal:								
Daniel Road Conn / UDOT 189	07/01/10	\$60,000						- Project Design/CM by UDOT. Est City contribution \$72k
1. UDOT/URS				\$0.00	\$0.00	\$0.00	\$0.00	
Subtotal:								
Main St. Pavers / Utilities	02/07/13	\$279,317	AsNeeded	\$34,000.00				- Pavers \$223k + Meters \$40k + Park/Off Sidewalk \$16k
1. Horrocks			05/16/13	\$195,144.20				- Design / Bid / CM / Insp
2. Goran			02/07/13	\$40,000.00				- Construction Contract
3. Public Works				\$269,144.20	\$0.00	\$0.00	\$269,144.20	- Meter Can Replacements
Subtotal:								
Main St. Park Equip & Park Fall Zones	02/07/13	\$213,000						- Playground Equipment
1. Big T Recreation			04/04/13	\$75,000.00				- Fall Zone Turf: Main St, Wheeler, Cove
2. Rocky Mtn Turf			04/29/13	\$88,956.53				
Subtotal:								
Majestic Mtn - Bond Work	09/30/12	\$262,784	AsNeeded	\$13,522.00				- Bid doc prep / Inspection
1. Horrocks Engineers			09/20/12	\$173,148.75	10/30/12	\$3,360.00	\$163,956.53	- Construction Contract
2. ACME Construction					12/03/12	\$0.00		- Replace Curb box, ball valve, & washers
- CO #1								- Extend schedule to complete by 5/1/13
- CO #2								- Reimbursed for relocating misconstructed FH
3. Blake Allen Fire Hydrant Relocate			10/02/12	\$1,350.00				- Lots 23 & 24 Util Escrow
4. Heber City			Pending	\$34,990.00				- 16" Water Reimbursement
5. Wheeler Park			Pending	\$9,846.00				- Record Dvgs
6. Summit Engineering			Pending	\$3,500.00				
Subtotal:								
Road Maintenance 2011	07/18/11	\$3,375,000						- Design/CM services
1. Horrocks Engineers			04/07/11	\$210,882.00				- Construction Contract
2. Staker Parson Construction			06/16/11	\$3,391,003.00	06/16/11	-\$390,475.00	\$239,736.75	- Add Developer Reimb. and Deducts
- Reductions/Reimbursements					07/26/11	\$22,385.00		- Add Crack Seal 11 Ton
- CO #1					08/15/11	\$9,460.00		- Increase 1200 S. Oil Contract
- CO #2					05/16/12	\$10,398.25		- Added paving at 2065 S. and 430 E.
- CO #3								- Crack seal damaged roads prior to warranty repairs
2. Bonneville Asphalt			05/02/13	\$12,854.00				
Subtotal:								
Sewer/Water Replacements - 2013	07/01/12	\$343,000						- Sewer \$195k + Water \$148k
1. Horrocks			AsNeeded	\$36,000.00				- Design / Bid / CM / Insp
2. Lance Excavating			05/02/13	\$246,026.50				- Construction Contract
Subtotal:								
Sidewalk Replacement - 100 S.	07/01/12	\$149,000	AsNeeded	\$21,306.00				- Design / Bid / CM / Insp
1. Horrocks			04/18/13	\$106,994.00				- Construction Contract
2. Quicksilver Concrete				\$128,300.00	\$0.00	\$0.00	\$128,300.00	
Subtotal:								
Water Main Replace - 300W CDBG 12	07/01/12	\$371,000	AsNeeded	\$48,637.00				- Design / Bid / CM / Insp
1. Horrocks			04/04/13	\$261,855.00				- Construction Contract
2. BD Bush				\$310,492.00	\$0.00	\$0.00	\$310,492.00	
Subtotal:								

DEVELOPER CONSTRUCTION PROJECTS

RESIDENTIAL

Center Creek Estates Plat A (1200 S. 1200 E.): 32 lot subdivision approved 09/18/08. Extended plat approval expired 09/18/10.

Davis Lot Split (485 S 100 E): 3 lot subdivision approved 07/19/07. Plat recorded 04/08/08. Construction is 0% complete. Council approved deed restricting curb, gutter, and sidewalk which recorded on 4/21/09. On 5/6/10 Council approved substituting Surety bond for cash bond.

Findarle Lot Split (131 S 200 W.): 2 lot subdivision approved 01/04/07. Construction is 20% complete. Need to install services and sidewalk.

Heber Homes 6 - Clyde Lot Split (494 E. Center): 2 lot subdivision approved May 2, 2013. Construction is 0% complete. Waiting for agreements to record plat.

Heber Meadows - Ph2 (2600 S. 1200 E.): 23 lot subdivision approved 10/04/07. Construction is 0% complete. Waiting for approvals from Planning Commission and Council to record revised plat. Construction was partially completed in Phase 1. Phasing needs to be corrected.

King - Plat A (200 S. 550 E.): 2 lot subdivision approved 09/06/07. Plat recorded 12/19/07. Construction is 0% Complete. Council approved amended plat and construction drawing 10/15/09. Amended plat recorded 09/11/11.

King - Plat B (250 S. 500 E.): 2 lot subdivision approved 09/06/07. Plat recorded 05/08/08. Construction is complete for Lot 1. Lot 2 irrigation and water service need to be completed.

Meadows at Southfield (500 S. 1200 W.): 46 lot subdivision. New plat approved 10/01/09. Plat approval expired 10/01/10. Developers plat extension request has not yet been approved by Council. Council approved lot line adjustment on these parcels on 4/18/13. Construction is 0% complete.

Mill Road Estates 3 - Lake Creek Improvements: Construction is 99% complete. Working on punch list items.

Mill Road Estates 4 (Mill Road and 400 S.): 32 lot subdivision. Subdivision phasing was approved 08/21/08. Extended plat approval expired 08/21/10. Project was resubmitted to the Planning Commission and approved 5/26/11. Construction is 0% complete.

Majestic Mountain (1040 S. 1200 E.): 25 lot subdivision approved 04/19/07. Construction is 90% complete. Offsite sewer is 100% complete and warranty ended. On 11/18/10 the Council directed staff to pull the

bond to finish the subdivision City improvements. Council approved surety settlement offer. Bonding company remitted bond money for completion on September 18, 2012. New owner finished installing 3rd party utilities and ACME Construction restarted work to complete City improvements. Anticipate completion of work in June.

Mountain Meadows 2 (E. Airport Rd. 111 E.): 2 lot subdivision approved 10/18/07. Plat recorded 04/24/08. Construction is 0% complete.

Noble Vista (770 S. 1200 E.): 23 lot subdivision. Plat recorded 11/13/07. Construction is 90% complete. Subdivision has been taken over by new owner. New bond will be requested prior to restarting. Mill Road improvements are 100% complete and started warranty on 10/06/09. Chris Goode received occupancy for his home on Lot 23 and subdivision was granted partial acceptance.

Red Ledges - Ph1E (Abajo Peak Way): 8 lot subdivision approved 03/21/13. Construction is 99% complete. Developer has elected to proceed with improvements ahead of recording plat and bonding.

Red Ledges - Ph1G (1820 E. Center): 3 lot subdivision approved 4/05/12. Plat was recorded 08/10/12. Construction is 0% complete.

Red Ledges - Ph1H (Flat Top Mountain Drive): 5 lot subdivision approved 05/03/12. Plat was recorded 08/03/12. Construction is 0% complete.

Red Ledges - Ph1J (Flat Top Mountain Drive): 2 lot subdivision approved 06/21/12. Plat was recorded 08/10/12. Construction is 0% complete.

Red Ledges - Ph1K (Explorer Peak Dr.): 12 lot subdivision approved 01/17/13. Plat was recorded 03/15/13. Construction is 0% complete.

Red Ledges - Ph1L (Copper Belt Dr.): 14 lot subdivision approved 01/17/13. Plat was recorded 03/15/13. Construction is 0% complete.

Red Ledges - Ph1M (Red Knob Way): 12 lot subdivision approved 03/21/13. Plat is being recorded. Construction is 0% complete.

Red Ledges - Ph2A (2400 E. Lake Creek Road): 11 lot subdivision approved 10/06/11. Plat was recorded 12/15/11. Construction is 0% complete.

Shermans Landing (650 S. 1200 W.): 35 lot subdivision approved 10/04/07. Council extended the plat recordation but it expired on 10/04/09. Developer is in the process of revising plans for new affordable housing ordinance and will then resubmit for approval of new plat. Council approved replacing the sewer pump station that would service this subdivision with a gravity sewer through Giles' property or the bypass if easement can be obtained. Canal irrigation line is complete. Subdivision plans will be modified to serve annexations to the North. Construction is 0% complete.

Stone Creek 1 (800 N. 1300 E.): 125 lot subdivision approved 12/06/07. Extended plat approval expired 12/06/09. Met with developer and project is going to be resubmitted for approval. Construction is 2% complete.

NON-RESIDENTIAL

AutoZone (805 S. Main): 1 lot Commercial lot improvement approved 10/06/11. Plat recorded 03/27/12. Development construction is 99% complete. Working on punchlist items.

Gateway 1 (1200 S. Main): 8 Lot Commercial Subdivision. Construction is 90% complete. County will transfer easement for 16" waterline running through the subdivision once they are reimbursed for Highway 40 sidewalk. Need to complete storm water box. Wells Fargo has taken over 4 of the unsold lots. Surety denied City's claim. City Attorney is investigating course of action. Continued working with Wells Fargo and other lot owners to see if we can jointly complete subdivision improvements.

Gateway 2 (1200 S. 500 E.): 11 Lot Commercial Subdivision approved 08/07/08. Plat approval expired 08/07/09. Wells Fargo Bank has taken over the property. Construction is 0% complete.

High School (800 S. 500 E.): Construction is 99% complete on road, water, sewer, and storm water improvements surrounding new facility. Impact fees, water rights, and record drawings have been tentatively agreed to. Discussions continue on bringing closure to the canal grate cleaning. Impact fees are still outstanding on Heber Valley Elementary.

HOG Business Park (1600 S. Daniel Rd.): 4 lot commercial subdivision. Construction is 85% complete. Subdivision has been taken over by new owners. Evaluating original developer proposal to complete remaining work.

Jazabra Commercial Garage (2126 S. Daniel Rd.): Commercial Lot improvement. Construction is 90% complete.

Millstream RV Park (2120 S Highway 40): 151 Unit RV Park approved 05/03/12. Onsite construction is 90% complete. Hwy 40 sewer, water, and fiber optic construction are 99% complete. Anticipate finishing repaving in June.

Morgan Lot Split (1320 S. Daniel Road): 3 lot subdivision approved 04/17/08. Extended plat approval expired 4/17/10. Construction is 0% complete.

Murphy Oil (1000 S. Main St): Gas Station re-approved 03/24/11 by Planning Commission after Kiosk was expanded. Waiting for final

construction drawings, bond and inspection fees. Project is on hold by developer. Construction is 0% complete.

Ranch Landing Plat B Assisted Living (500 E. 1200 S.) : Commercial lot improvement approved 12/06/12. Construction is 0% complete. Waiting for agreements to record plat.

Zions Bank (20 North Main) : Commercial lot improvement approved 09/13/12. Construction is 0% complete.

DEVELOPMENTS UNDER WARRANTY

- *Silver Ridge (500 E.309 S.) (Punchlist) Expires 06/25/11
- *Red Ledges - Ph1B Cabins (2000 S. Ctr) Expires 09/20/12
- *Red Ledges - Ph2 (2500 S. Ctr) Expires 09/20/12
- Miller (300 S. 100 W.) Expires 06/02/13
- Liberty Station (300 W. 1000 S.) (1yr) Expires 08/01/13
- Walmart (1000 S. 300 W.) Expires 08/17/13
- Nordgran (94 N. 500 E.) Expires 08/22/13
- Aspen Pointe (600 S. 1200 E.) (1yr) Expires 08/27/13
- Elmbridge (705 N 100 W) Expires 09/20/13
- Ranch Landing Plat C Sr.Center (500 E.1200 s.) Expires 09/28/13
- Head/Telestar (Hawbrook 850 S. 115 W.) Expires 10/09/13
- **Birmingham Commercial (100 S. 801 W.) Expires 12/07/13
- Rooftop Anchors (800 S. 430 W.) Expires 12/07/13
- Valley Station Ph1 (Pads A-F) Expires 12/22/13
- Red Ledges - Ph1C (2000 S. Ctr) Expires 01/26/14
- Red Ledges - Ph1D (2000 S. Ctr) Expires 01/26/14
- Red Ledges - Ph2B (607 N. Haystack Mtn Dr.) Expires 11/02/14

*Warranty is extended until outstanding issues are resolved.
**Reduced warranty period to one year.
- Schedule warranty walk through 3 months prior to expiration date.
- Send Bond Claim letter 1 month prior to expiration date.

OTHER HIGHLIGHTS

Training: None