REGULAR MEETING

AGENDA
AND
STAFF MEMO

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

September 5, 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 Alan McDonald
Prayer/Thought:	Council Member Jeffery Bradshaw
Minutes for Approval:	August 15, 2013 Work and Regular Meetings August 27, 2013 Special Meeting

OPEN PERIOD FOR PUBLIC COMMENT

MAYOR'S RECOGNITION

(Tab 1) Mayor's Recognition of Detectives Tammy Thacker and Jim Brown for Outstanding Service

CONSENT AGENDA

(Tab 2) Approve Brenda Aguirre, Mini Market, Request for Local Consent to Sell Alcohol for Off-Premise Consumption at 37 West 100 South

APPOINTMENTS

(Tab 3) Drew Becker, Report on Eagle Scout Project

ACTION ITEMS

(Tab 4) Approve Agreement with Wasatch Back Property Management for Providing Culinary Water Service to Property Located at approximately 2400 South and 1300 East

(Tab 5) Approve Agreement with Strawberry Storage for Providing Culinary Water Service to Property Located at 2117 South Highway 40

(Tab 6) Approve Swift Creek Subdivision, a 27 Lot Subdivision, Located at approximately 900 South to 1100 East and 800 East to 1000 East

(Tab 7) Approve Red Ledges Subdivision Phase 2D, a 9 Lot Subdivision, Located along Red Ledges Blvd.

(Tab 8) Approve Resolution 2013-12, Consideration for Adoption of a Resolution of the City Council of Heber City, Utah (the "Issuer"), Authorizing the Issuance and Sale of Not More Than $1,000,000 Aggregate Principal Amount of Water Revenue Bonds, Series 2013 and Related Matters

Heber City Corporation

Memo

To: Mayor and City Council

From: Mark K. Anderson

Date: 08/29/2013

Re: City Council Agenda Items

REGULAR MEETING

Mayor's Recognition of Detectives Tammy Thacker and Jim Brown for Outstanding Service (Tab 1): Enclosed is an email from Chief Booth requesting recognition of Detectives Tammy Thacker and Jim Brown for solving two robbery cases. Mayor Phillips has approved the request. Heber City and Wasatch County have combined their investigative resources and Detective Brown was instrumental in solving these two cases. The combining of resources appears to be paying dividends.

Approve Brenda Aguirre, Mini Market, Request for Local Consent to Sell Alcohol for Off-Premise Consumption at 37 West 100 South (Tab 2): Brenda Aguirre is seeking local consent to sell beer for off premise consumption at the Mini Market located at 37 West 100 South. (See enclosed staff report) Staff would recommend approval subject to a clean background check being provided.

Drew Becker, Report on Eagle Scout Project (Tab 3): Drew Becker is coming before the Council to report on his eagle project. For his project, Drew constructed a shed to store feed for large animals at the Animal Control Shelter. (See enclosed picture) Drew did not seek any financial assistance from the City on this great project.

Approve Agreement with Wasatch Back Property Management for Providing Culinary Water Service to Property Located at Approximately 2400 South and 1300 East (Tab 4): At the last City Council meeting the Council expressed a willingness to provide culinary water service to this proposed 5 lot subdivision in unincorporated Wasatch County. Bart Mumford has drafted the enclosed staff report and proposed agreement consistent with that direction. Bart and I have spoken with Dan Matthews and Mike Davis from Wasatch County and they are not in favor of Heber City offering water/sewer services within the Twin Creeks Special Service District. Dan appears amenable to Twin Creeks buying water from Heber City to serve this area if we allowed the initial connection to our system. Long term, Twin Creeks would

want to disconnect these homes from our system and tie into a Twin Creeks line when it becomes available.

Based on recent conversation with County officials, staff would recommend that the Council not make a decision on this matter until a meeting could be held with the County.

At this time, Wasatch Back has not yet seen the proposed agreement. I expect that we will get a copy in their hands early next week.

Approve Agreement with Strawberry Storage for Providing Culinary Water Service to Property Located at 2117 South Highway 40 (Tab 5): At the last City Council meeting the Council expressed a desire to provide culinary water service to this property that is not in the City limits. Bart Mumford has prepared the enclosed staff report and proposed agreement. At this time, Strawberry Storage has not yet seen the proposed agreement. I expect that we will get a copy in their hands early next week. I expect they will express any comments/concerns to the Council at the City Council meeting. Staff would recommend approval subject to the proposed agreement.

Approve Swift Creek Subdivision, a 27 Lot Subdivision, Located at Approximately 900 South to 1100 East and 800 East to 1000 East (Tab 6): The developers of the Swift Creek subdivision are seeking final plat approval for a 27 lot subdivision located in the 900 East 900 South area. (See enclosed staff report, aerial photo and plat map) As noted in the staff report, this development had received final approval in 2007 but failed to timely record.

The adjacent land owner, Connie Christensen is requesting that language be placed on the plat to put purchasers on notice of farming activities that take place on the property to the west. (See enclosed letter) Staff is not opposed to language being placed on the plat, but we would want the City Attorney to approve any language placed on the plat to make it clear that the City will not enforce or mediate any civil disputes that may occur between property owners. Staff would recommend approval subject to the conditions identified by the Planning Commission.

Approve Red Ledges Subdivision Phase 2D, a 9 Lot Subdivision, Located Along Red Ledges Blvd. (Tab 7): Red Ledges is seeking approval for a 9 lot subdivision known at Phase 2D. (See enclosed staff report and plat map) The Planning Commission is recommending approval and staff would also recommend approval.

Resolution 2013-12, Consideration for Adoption of a Resolution of the City Council of Heber City, Utah (The "Issuer") , Authorizing the Issuance and Sale of Not More Than $1,00,000 Aggregate Principal Amount of Water Revenue Bonds, Series 2013 and Related Matters (Tab 8): Enclosed is a parameters resolution that defines the limits of a proposed Water Revenue Bond the City anticipates issuing to fund the following:

- 300 West waterline replacement (project is complete)
- Main Street waterline replacement (project is complete)
- Broadhead storage tank lid replacement (project has been awarded)
- Bond issuance costs (legal and financial advisor fees)

The resolution suggests that the City will borrow up to $1,000,000 and repay the loan over a maximum 16 year period at an interest rate not to exceed 5%. It also schedules a public hearing on October 3, 2013 to take public comment on the proposed borrowing. It designates the financial advisor (Zions Public Finance) and the Mayor, Mayor Pro Tem or City Manager as designated officers who will have the authority to approve the final interest rates, principal amounts, terms, maturities, redemption features and purchase price at which the bonds will be sold.

Because interest rates have been increasing during the past few months, our financial advisor, Brian Baker, is recommending that we start this process now. At this time, I am recommending that the City borrow approximately $900,000 to be repaid over a 10 year period as interest rates on longer term bonds are significantly higher.

MINUTES

Heber City Corporation
City Council Meeting
August 15, 2013

6:00 p.m.

WORK MEETING

The Council of Heber City, Wasatch County, Utah, met in **Work Meeting** on August 15, 2013, in the City Council Chambers at 75 North Main Street, Heber City, Utah.

Present:	Mayor	David R. Phillips
	Council Members	Alan McDonald
		Benny Mergist
		Jeffery Bradshaw
		Erik Rowland
Excused:	Council Member	Robert Patterson
Also Present:	City Manager	Mark K. Anderson
	City Recorder	Michelle Kellogg
	City Engineer	Bart Mumford
	Planning Director	Anthony Kohler
	Chief of Police	David Booth

Others Present: Paul Sweat, Kim Tippetts, Larry Newhall, Paul Berg, Danny Goode, Laurie Wynn, and others whose names were illegible.

Mayor Phillips opened the meeting and excused Council Member Patterson.

Kim Tippetts, Wasatch Back Property Management, Discuss Request for Culinary Water Service to Property Located at approximately 2400 South and 1300 East: Council Member McDonald stated he supported this request since the City had the waterlines in place and Twin Creeks Special Service District didn't have the waterlines available at this time. Tippetts indicated the request was for water only because the sewer service would be provided by Twin Creeks. Council Member Bradshaw asked to hear Mumford's concerns. Mumford stated it was always a concern when the City served County residents. The County had requested the City stop its services at Mill Road. If the City did serve this subdivision, it would need to run a waterline up Center Creek Road and then obtain an access easement across the private road, since the City Code required waterline meters to be on public roads. He indicated many questions would need to be answered before an agreement could be reached, such as the public access road and secondary irrigation versus culinary water used for irrigation. Mayor Phillips asked if developers had historically donated water shares when developing subdivisions. Anderson indicated developers provided the water shares to the City when developing subdivisions. Mumford stated the required number of water shares was based on acreage, not the number of homes. Tippetts noted that he had 38 shares of Daniels Irrigation water for secondary irrigation purposes.

Anderson said something the Council should consider was that if the City agreed to provide culinary water services, the developer would have to agree to annex at a future date. Mayor Phillips confirmed that the County was anxious that the City did not expand, since the County could provide those services. But in this case, services from the County were not currently available. Anderson indicated the property was situated within the future annexation plan boundary. He said if the City would eventually annex that property, the developer should develop the subdivision at the current City standards. Mumford noted that the City would have to read the water meters there and if work was required, the City would need to acquire County road permits before proceeding with any repairs. Mumford stated he would feel more comfortable if he knew the property would be annexed in the near future.

Council Members Rowland, Bradshaw, and McDonald were in favor of providing culinary water service to this location based on Anderson's suggested annexation clause and requiring the developer to develop according to City standards. Council Member Mergist was concerned about the timeframe of Twin Creeks' expansion and if the annexation clause included in the Covenant Running with the Land Agreement would hold up after a certain time period. It was confirmed if a homeowner was opposed to the annexation clause, he/she would have to come before the Council to change the agreement. Anderson recommended that staff draft an agreement and present it to Tippetts for approval. This item was moved to the next regular meeting agenda.

Discuss Providing Culinary Water to Strawberry Storage, Located at 2117 South Highway 40: Paul Berg indicated the property was located on Highway 40, and only one connection would be needed. Since Mr. Sweat wanted to construct covered storage, he would need fire protection, which would require a water hookup. Anderson indicated the future use of this area was manufacturing so this use would be a non-conforming use of the area if/when the area was annexed into the City. The proposed manufacturing area would be similar to the area between 910 South and 300-600 West, which included businesses like Redmond Salt and Mrs. Calls Candy. Sweat explained the property that fronted Highway 40 would conform to the zoning requirement and the back 10 acres had a 10 foot fence surrounding the property.

Council Members Mergist, Rowland, Bradshaw and McDonald were in favor of moving this item to the next regular meeting agenda with the agreement that Sweat would comply with a future annexation and that the waterlines would be developed at City standards.

Discuss Staffing Needs for Accounts Payable/Building Department: Anderson indicated staff members in this department were bogged down with work. Rounds had offered his seasonal help to come help out until the work was caught up. Chief Booth had recommended temporary employees be hired to serve wherever was needed. Another suggestion was to hire a fulltime person and redistribute employee responsibilities.

Council Member McDonald stated he would like to see a Finance Director hired by January in order to relieve some pressure on Anderson. Council Member Bradshaw was in favor of hiring some part-time help for now. Council Member McDonald liked the part-time help option for now as well. Council Member Mergist felt the City needed both part-time help and a finance director. Council Member Rowland was also in favor of hiring additional part-time help.

Discuss Local Bidder Incentive Ordinance 2013-08: Mayor Phillips reviewed that this item was a continuation from former meetings. Council Member McDonald commented that the proposed policy would not give every contract to local bidders but it would give an incentive for

those local bidders who qualified. He looked at the policy as an incentive program and a token gesture to businesses to help them stay in business.

Council Member Mergist stated he was bothered from the comment at the last meeting that Summit and Wasatch Counties were perceived as business-unfriendly, and he didn't want to pass a policy based on "perception". At the same time, he wasn't completely opposed to helping local businesses. He wondered how the taxpayer association would feel about this proposal of spending more taxpayer dollars. He felt there were ways to support local businesses on a smaller scale, like buying uniforms locally and using local printers. He was not totally opposed to the ordinance, but he felt it needed limitations. He also felt it would open the floodgates for some form of corruption. In talking with business owners like local hardware stores, they indicated that they would like to see the City buy tools, paint, uniforms, etc., locally. Council Member Mergist was not in favor of large scale City projects. Council Member McDonald suggested implementing this policy for one or two years and then reevaluating it at that time. Mayor Phillips liked the idea of a test period. He was concerned that the local preference would discourage other contractors from bidding and prevent the City from having a competitive bidding process.

Council Member Rowland thought this policy should not be geared to large projects since the figures in the packet from 2008 to the present showed only two bidders would have qualified had the policy been in place during that time period. He suggested implementing a cap on the project budget for this policy at $25,000. Mayor Phillips noted the City gave local preference in buying police cars. Council Member Bradshaw felt this policy would be a token thing at best, but if the Council felt this would be a goodwill gesture, he would agree. Mayor Phillips asked if the Council wanted to try it for a year with a project cap of $25,000. Anderson thought the purchasing policy should be revisited for an accurate number cap. Council Members Rowland and Mergist also agreed to move the ordinance to the next regular meeting with a 5% margin on the bidding process. Mayor Phillips indicated the draft ordinance gave a business 72 hours to match the bid or decline the match. After some discussion, it was decided to change that time frame language to two business days to match the bid or decline. Anderson asked if the Council would prefer including this policy with the purchasing policy. The Council was amenable to that suggestion. Council Member Mergist wanted to see a clear definition of "local business" included in the ordinance and a project cap of $25,000.

Mayor Phillips asked if the Council wanted to go to dinner sometime during the ULCT conference. The Council agreed to meet on the Thursday evening of the conference for dinner.

Anderson informed the Council that the UDOT Transportation Committee would be meeting tomorrow.

Anderson stated the canvass of the Primary Election needed to be held Tuesday, August 27. The Council agreed to meet at 5:30 p.m. for a special meeting to canvass the election.

Anderson also stated Muirfield requested parking vehicles in the sewer plant area. Mayor Phillips stated there were business owners that offered storage space for rent and he didn't want the City competing with businesses. Newhall indicated this request was for the residents' work trucks and trailers as parking spaces, not storage spaces, since they were in use on a daily basis. Council Member Rowland felt Muirfield needed to make an official request. Council Member

Mergist asked if the tree farm or greenhouse wanted to use the area. He felt the City should give consideration to the person who first requested the area for agricultural use.

Board Reports by Council Members: No reports were given.

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder

DRAFT

Heber City Corporation
City Council Meeting
August 15, 2013

7:00 p.m.

REGULAR MEETING

The Council of Heber City, Wasatch County, Utah, met in **Regular Meeting** on August 15, 2013, in the City Council Chambers at 75 North Main Street, Heber City, Utah.

Present:	Mayor	David R. Phillips
	Council Members	Alan McDonald
		Benny Mergist
		Jeffery Bradshaw
		Erik Rowland
Excused:	Council Member	Robert Patterson
Also Present:	City Manager	Mark K. Anderson
	City Recorder	Michelle Kellogg
	City Engineer	Bart Mumford
	Planning Director	Anthony Kohler
	Chief of Police	David Booth

Others Present: Danny Goode, Laurie Wynn, Mark Smedley, Heidi Franco, and others whose names were illegible.

Mayor Phillips opened the meeting and excused Council Member Patterson.

Pledge of Allegiance: Council Member Alan McDonald
Prayer: Council Member Jeffery Bradshaw

Minutes: July 18, 2013 Work and Regular Meetings

Council Member Rowland moved to approve the above listed minutes. Council Member Bradshaw made the second. Voting Aye: Council Members McDonald, Mergist, Bradshaw and Rowland. Council Member Patterson was excused.

OPEN PERIOD FOR PUBLIC COMMENTS

Mayor Phillips asked for comments from the audience on topics not listed on the agenda. None were given.

ACTION ITEMS

Ordinance 2013-06, An Ordinance Amending Section 10.16.030, Unlawful Types of Parking: Anderson reviewed the points of the ordinance for trucks with three axles. There was concern that these trucks were parking along Main Street for extended periods of time. Council

Member Bradshaw felt a one-hour parking limit would be fine instead of the proposed 45 minute time limit. Council Member McDonald asked if a ticket would be issued if the truck was impounded. Chief Booth stated officers would have the authority to issue tickets and impound the vehicles. Officers would mark the tires with chalk and come back an hour later to enforce the ordinance if the truck was still parked there, so in reality the trucks could be there up to two hours. Anderson wanted to make sure the Council wanted this proposed ordinance enforced, and thought business owners should be consulted to see if they were in favor of this ordinance.

Council Member Rowland felt prohibiting trucks from parking on Main Street was a safety issue since cars pulling onto Main Street had impaired vision from the parked semi-trucks. Council Member Mergist stated AutoZone complained that semi-trucks blocked the view of the store. He and Council Member Rowland preferred to see "No Parking" signs for semi-trucks and directional signs to approved semi-truck parking areas. Kohler noted that there were signs in front of AutoZone, but the signs were so faint that they were unreadable. Council Member McDonald preferred to leave the proposed ordinance as written. Council Member Rowland felt it would be wise to invest in directional parking to ensure the safety of other drivers. Laurie Wynn stated her car was hit while leaving a parking lot and driving onto Main Street because of impaired vision from a parked semi-truck. Council Members Rowland and Mergist felt a "No Parking" for semi-trucks would be appropriate. Council Member Bradshaw thought "No Parking" signs would be best in the long run. Council Member McDonald asked for staff to talk with businesses before putting up "No Parking" signs. Council Member Rowland felt it would be wise to give businesses a time frame so they could be prepared before the City put up "No Parking" signs. The Council felt the "No Parking" signs should have a time limit of 6:00 a.m.-10:00 p.m.

Council Member Mergist moved to continue Ordinance 2013-06, an ordinance amending Section 10.16.030, Unlawful Types of Parking, on the condition that staff would follow up with businesses along Main Street to get feedback on "No Parking" signs for semi-trucks. Council Member Bradshaw seconded the motion.

Voting Aye: Council Members McDonald, Mergist, Bradshaw and Rowland. Council Member Patterson was excused.

Adopt Resolution 2013-11, Credit Card Payment Policy: Anderson reviewed that this resolution was a follow up to the work meeting discussion from a month ago on this topic. Council Member Bradshaw moved to approve Resolution 2013-11, Credit Card Payment Policy. Council Member Rowland made the second. Mayor Phillips asked that this service be publicized well so residents would know their options.

Voting Aye: Council Members McDonald, Mergist, Bradshaw and Rowland. Council Member Patterson was excused.

Ordinance 2013-07, An Ordinance Amending Heber City Code Section 18.103.080, Political or Campaign Signs: Mayor Phillips noted that this ordinance would eliminate a time limit for putting up or taking down political signs. Anderson stated in the packet there were newspaper articles of lawsuits from Mapleton City and Draper City because of enforced time limits from putting up and taking down political signs. He indicated this issue was first brought to the Council in 2010, but at that time the Council was not in favor of eliminating the time limits as set forth in the Code. Council Member Rowland stated the First Amendment right would not be

infringed upon if there was no discrimination in the type of sign that had the time limit of being on a property, but in that case, those time limits would be allowed. Council Member McDonald stated he could put a sign on his property and leave it there for three years, and it would be his right to leave it there, no matter the content of the sign. He also noted that the language "voting date" should be changed to "election date" in the Code because "voting date" could mean from the point of the first early voting day. He pointed out other discrepancies in other sections of the City code as well, such as signs in temporary zones, and in another section, a sign would need a permit. He felt those sections should also be cleaned up. Council Member Rowland thought signs with 90 day limits, and taken down 10 days after the event had held up in court. But a city couldn't target campaign signs only. He suggested removing language that targeted political signs. Council Member Mergist didn't want to see signs up all year. Council Member McDonald also had concerns with the prohibition of signs in mow strips because owners considered that part of their property. Council Member Mergist argued that he could stick his sign in another person's mow strip and since it was public property, the owner would not have the right to take it down. He felt the park strip argument could go both ways.

Laurie Wynn stated in her former town in Idaho, the city adopted an ordinance that allowed signs to be put up three weeks before the elections and taken down three weeks after the election. Council Member Rowland asserted the current policy was flawed, in that it singled out just political signs. The Council needed to change that verbiage first and then setting time limits would be appropriate. Mayor Phillips suggested addressing the whole ordinance at some point in the future. Kohler stated that this was a zoning ordinance so the Planning Commission would have to address these concerns and then a public hearing would have to be held. He suggested passing this proposed ordinance tonight so the illegal portion could be eliminated, and then taking this issue back to the Planning Commission because the perfect ordinance would take a long time to readdress. Kellogg stated she requested that this ordinance be brought before the Council because she didn't want a law on the books that the City was unwilling to enforce. Council Member Mergist stated leaving the signs up between elections should be fine.

Mayor Phillips reviewed that the time frame would be struck from the current ordinance. Kohler indicated this would be a temporary fix until a new ordinance was addressed by the Planning Commission. Mayor Phillips felt a pending ordinance change should be on the record.

Council Member McDonald moved to approve Ordinance 2013-07, an ordinance amending Heber City Code Section 18.103.080, Political or Campaign Signs. The motion failed for lack of a second. Smedley said if the proposed ordinance was to be changed, it would have to go through the Planning Commission again. He also felt changing "political signs" to "all signs" would not need to go back to the Planning Commission.

Council Member Bradshaw moved to continue the ordinance. Council Member Rowland seconded the motion. Council Member Mergist asked if the political signs now in place would be required to be taken down. Kohler and Anderson indicated the time limits would not be enforced by the City. Anderson stated Smedley and Kohler would look at the ordinance and determine if the proposed changes could go to the Council or to the Planning Commission. Smedley reviewed that an ordinance would be prepared that would be constitutionally sound, and then it would go to the Planning Commission. No action would be taken during this election, with the understanding that after the election, signs should be taken down within an appropriate time frame. Council Member McDonald wanted political signs left up between the Primary and General election.

Voting Aye: Council Members McDonald, Mergist, Bradshaw and Rowland. Council Member Patterson was excused.

Award Contract for Broadhead Water Tank Lid Replacement: Council Member Rowland moved to approve the Broadhead Water Tank Lid Replacement contract award to Gerber Construction. Council Member Bradshaw seconded the motion. Council Member Mergist asked how the project would affect the City's water supply. Mumford stated if everything worked as planned, there should be no problem.

Voting Aye: Council Members McDonald, Mergist, Bradshaw and Rowland. Council Member Patterson was excused.

Approve UDOT Aeronautics Grant Application for State Aid for Development of Public Airports for the Design of the Runway and Apron Rehabilitation/Reconstruction Project and Approval of The Cooperative Agency Agreement Which Allows FAA Grant Payments to be Passed through UDOT Aeronautics: Anderson stated at the last meeting the grant was approved, and this was UDOT's matching grant. Council Member Mergist reviewed that this was a rehabilitation project and not an expansion project. It was confirmed that this was the matching portion for the design which was in the amount of $12,752. Anderson indicated the City would pay the other $12,752 for this project.

Council Member McDonald moved to approve UDOT Aeronautics Grant Application for State Aid for the development of public airports for the design of the Runway and Apron Rehabilitation/Reconstruction Project and the approval of the Cooperative Agency Agreement which allows FAA grant payments to be passed through UDOT Aeronautics. Council Member Rowland seconded the motion.

Voting Aye: Council Members McDonald, Mergist, Bradshaw and Rowland. Council Member Patterson was excused.

Approve Request for State Aid for Airport Development Project and the FAA Grant Application for the Construction of the Rehabilitation/Reconstruction of the Airport Runway and Apron: Anderson stated the FAA contacted the City and said more money would be coming to the Denver Region that may be available for the reconstruction for the airport runway and apron. Council Member McDonald moved to approve the request for State aid for the Airport Development Project and the FAA Grant Application for the construction of the rehabilitation/reconstruction of the airport runway and apron. Council Member Rowland seconded the motion.

Voting Aye: Council Members McDonald, Mergist, Bradshaw and Rowland. Council Member Patterson was excused.

Anderson informed the Council that the last big airport hangar sold today and there was only one small hangar remaining that was for sale. Mayor Phillips commented that the airport sustained itself and the City had come out ahead with the sale of the hangars that were built in 2008. Council Member Rowland asked about the status of the proposed beekeeping ordinance in the Planning Commission. Kohler stated it would be on the next agenda.

With no further business, the meeting was adjourned.

Heber City Corporation
City Council Meeting
August 27, 2013

5:30 p.m.

SPECIAL MEETING

The Council of Heber City, Wasatch County, Utah, met in **Special Meeting** on August 27, 2013, in the City Council Chambers at 75 North Main Street, Heber City, Utah.

Present:	Mayor	David R. Phillips
	Council Members	Robert Patterson
		Alan McDonald arrived 5:35pm
		Benny Mergist
		Jeffery Bradshaw
Excused:		Erik Rowland
Also Present:	City Manager	Mark K. Anderson
	City Recorder	Michelle Kellogg
	Planning Director	Anthony Kohler
	Chief of Police	David Booth

Others Present: Joe Dunbeck, Rod Hopkins, and Cathy Bingham.

Mayor Phillips opened the meeting and welcomed those in attendance. He noted Council Member Rowland was excused and Council Member McDonald would be in attendance shortly.

Local Consent – Single Event Permit to Serve Alcoholic Beverages – St. Lawrence Catholic Church Fall Festival: Council Member Mergist moved to approve the Local Consent for the St. Lawrence Catholic Church Fall Festival. Council Member Patterson seconded the motion.

Voting Aye: Council Members Patterson, Mergist, and Bradshaw. Council Members McDonald and Rowland were excused.

Canvass of Primary Election: Anderson explained there were 14 provisional ballots and one absentee ballot that needed to be opened and tallied during the canvass of the election. Kellogg noted there were three additional absentee ballots that were received, but they were postmarked after August 13, 2013, Primary Election Day, and therefore were invalid and would not be counted. After tallying the 15 ballots, the Election results were as follows: Joseph "Joe" A. Chenworth 149, Michael M. Thurber 84, Heidi Franco 286, Kelleen L. Potter 300, Anissa Wardell 90, Rodney W. Hopkins 337, and Danny Goode 181.

It was announced that Franco, Potter, Hopkins, and Goode would be moving on to the General Election for the two open City Council seats.

Council Member Patterson moved to accept the election totals as were presented tonight. Council Member Bradshaw made the second. Voting Aye: Council Members Patterson, McDonald, Mergist, and Bradshaw. Council Member Rowland was excused.

With no further business, the meeting was adjourned.

_____

Michelle Kellogg, City Recorder

DRAFT

TAB 1

Mark Anderson

From: Dave Booth <dbooth@ci.heber.ut.us>
Sent: Tuesday, August 27, 2013 10:00 AM
To: manderson@ci.heber.ut.us
Subject: Bonuses

Mark:

I would request that Detectives Tammy Thacker and Jim Brown be awarded the $100.00 instant employee bonuses. The two detectives investigated two robberies this summer that both led to arrests of violent offenders as well as all involved associates. The robberies left virtually no evidence or leads for the investigators to follow. Through time, hard-work, and dedicated police work these cases were solved. I can't begin to describe the time, stress, and effort these cases caused for the City of Heber and their employees.

During this same time frame other large cases were given to these two detectives and they had to manage them as well.

Our community continues to keep getting busier and busier, but our detectives continue to keep stride with their cases assigned to them.

Thank you for your time and consideration in this matter.

Sincerely,

Dave Booth
Chief of Police

CONSENT AGENDA

TAB 2

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

APPLICATION for LOCAL CONSENT: BEER, WINE AND ALCOHOL ESTABLISHMENTS

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

A. Business Name Mini Market

Proposed local business address: _____

B. Ownership Type: ☐ **Corporation** ☐ **Partnership** ☐ **Proprietorship** ☒ **LLC**

If Corporation list Corp. name Mini Market LLC
(Attach a copy of Certificate of Incorporation)

C. Information on: ☒ **President** ☐ **General Partner** ☐ **Sole Proprietor**

Name Brenda Aguirre Home Phone 435-503-2444

Home Address 482 W 600 S

Mailing Address 482 W 600 S
(Street Number) (City) (State) (Zip)

D. Information on: ☐ **Local Manager** ☐ **Partner** ☐ **Representative Responsible for Business**

Name _____ Home Phone _____

Home Address _____

Mailing Address _____
(Street Number) (City) (State) (Zip)

Date of Birth _____ Place of Birth _____

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

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

OFF PREMISE BEER RETAIL

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

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

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

H. Verification of Accuracy - Acknowledgment of Responsibility

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

Brenda Aguirre
Authorized Business Owner

8/28
Date

Heber City Council
Meeting date: September 5, 2013
Report by: Anthony L. Kohler

Re: Mini Market at 37 West 100 South

Brenda Acquire is purchasing the existing store at this location and is requesting to change ownership of license for the off-premise beer license. At the time of licensure, the petitioner will need to post the required $2,000 bond to the City. The petitioner anticipates submitting the required background check prior to City Council meeting next week. There are no location requirements for off-premise beer licenses for the City Code other than location within a Commercial Zone. The proposed Off-premise Beer Retailer's License is consistent with Section 5.08.060 of Heber City Code, conditional upon a clean background check being submitted.

Section 5.08.060

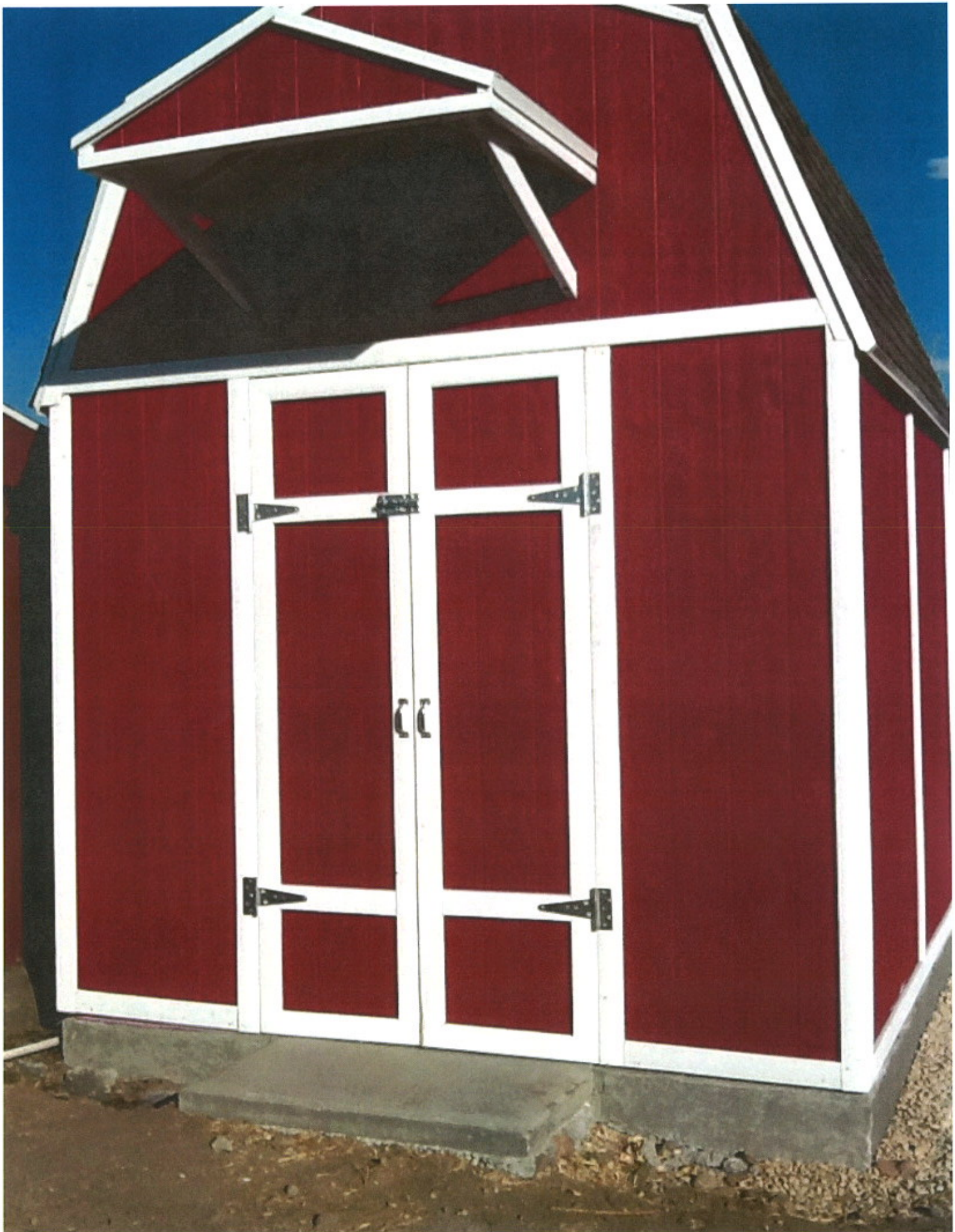
B. Off-premise Beer Retailer's License.

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

1. All store managers are subject to a criminal background check pursuant to the standards set forth in Section 5.08.030(B)(2).
2. Any facility requiring Off-premise Retail Licenses shall be located in the C-2, C-3, C-4, and MURCZ Zones.
3. Beer shall not be disbursed under any license within the City between the hours of one a.m. and five a.m.
4. Beer shall not be sold by any licensee to any person under the influence of intoxicating liquor, beverage or drugs.
5. No licensee shall sell, give away, dispense or deliver beer to any person under the age of twenty-one years.
6. No licensee, employee or other person shall sell or dispense beer within the City unless they are twenty-one years of age or older unless the licensee's sales are restricted to the selling of beer for off-premises use in its original container in which case the licensee, employee, or other person selling the beer need only be 18 years of age, except any such 18, 19, or 20 year old must be supervised by a person 21 years of age or older who is on the premises.
7. All licensees shall be strictly responsible for the compliance with all rules and regulations governing the sale of beer as adopted by the City Council.
8. The beer license of any licensee charged with the violation of this Chapter may be suspended by order of the Mayor, pending disposition of the charges.
9. Tap beer shall not be sold by off-premise beer retailers.
10. Beginning July 1, 1987, no person shall be granted a license to operate or maintain a trade, profession or calling, the transaction or carrying on of which requires a license within the City, if such person operates an establishment which, as part of its business, serves alcoholic beverages, as defined in Section 3A-1-5(l), Utah Code Annotated, to the public for consumption on the premises, unless that person shall show by certificate(s) granted by the Utah Department of Alcoholic Beverage Control, or by adequate proof of the existence of such certificate(s), that each employee of the business engaging in the serving, selling or furnishing of such alcohol on the premises has completed the Alcohol Training and Education Seminar, as required in Section 32A17-3(1), Utah Code Annotated.
11. Every new employee, hired after the licensee has been licensed in compliance with subsection A of this Section, who is required to complete this seminar shall complete the seminar within six months of commencing employment.
12. Violation of this Section shall result in revocation of the license granted under this Chapter, unless compliance with this Section is completed within two months of the time that licensee first became aware that such violation occurred.

APPOINTMENTS

TAB 3



ACTION ITEMS

TAB 4

HEBER CITY CORPORATION

ENGINEERING STAFF REPORT

MEETING TYPE:	Council Regular Meeting	MEETING DATE:	September 5, 2013
SUBMITTED BY:	Bart L Mumford	FILE NO:	00000
APPROVED BY:	Mark K. Anderson		
SUBJECT:	**NON-RESIDENT WATER SERVICE REQUEST - WASATCH BACK PROPERTY MANAGEMENT / KIM TIPPETTS**		

PURPOSE

To consider a request from Wasatch Back Property Management / Mr. Kim Tippetts to provide culinary water service to property located at approximately 1350 East 2400 South in the County.

RECOMMENDED ACTION

That the City: 1) not provide water service to the proposed subdivision prior to annexation of the property into the City, or 2) direct the property owners to work through Twin Creeks Special Service District to provide water service to the property, with the City temporarily supplying Twin Creeks at this location.

BACKGROUND/HIGHLIGHTS

At the August 15, 2013 City Council Work session. Mr. Kim Tippetts presented a request for the City to provide culinary water service to property located in the County at approximately 1350 East 2400 South as shown on the attached map. This area is within the Twin Creeks Special Service District's planned service area but they do not currently have water facilities near this location. Mr. Tippetts would like to develop the property and has requested that the City provide culinary water service since these are the closest facilities to the property.

Part of the motivation behind the request is that it would be less expensive to extend the City's system than extending Twin Creeks system to the area. Also, the Fire District has suggested that Mr. Tippetts approach the City about providing fire protection since this would be more reliable than having the homes on wells and installing fire sprinklers in the structures. Other properties in the area are on wells.

Historically the City and County have agreed that all property east of Mill Road and south of Center Street would be served by Twin Creeks. In discussing this with Dan Matthews, Manager of Twin Creeks, he reaffirmed this understanding and requested that any development in their planned service area be referred to them. Mike Davis, County

Manager, also indicated that the County's understanding of providing service hadn't changed, as far as he knew, and if the City was proposing to extend their service, it would be appropriate to discuss the issue with the County Council first.

Regarding required facilities, the City hasn't planned any pipes, pumping, or storage capacity for this area because of the arrangement with Twin Creeks and the County. The developer, however, would construct the initial pipelines, fire hydrants, and services, needed to deliver water to the new homes. It will take further research and analysis to determine what additional facilities may be needed beyond the developers facilities to serve this and any other properties that request service east of Mill Road in the future. Any facilities constructed would need to follow City standards. An exclusive 20 foot wide easement dedicated to Heber City would also be needed to allow access and maintenance of the extended facilities. Where the easement isn't in an improved road, it would need to be graded and graveled. An initial check shows that minimum pressure and fire flow could be delivered to this development.

One alternative to extending City facilities would be to have the developer work with Twin Creeks to enter into a service agreement with Heber City to provide temporary water service to the development. The facilities could be constructed and under the jurisdiction of Twin Creeks who would purchase water from the City until such time as Twin Creeks facilities were extended for permanent service.

Should the Council decide to extend facilities and provide City water service, a draft agreement has been attached outlining the potential terms and conditions.

Other concerns related to this action include:

- Although the subject property is in the City's future annexation area, if the City establishes a policy of providing service without requiring annexation, it is doubtful the property will ever annex at a later date. This is because once water service is obtained, there is little incentive to annex since doing so will only result in higher property taxes to owners. Especially if the City allows others in the area to do the same.
- If the property does agree to annex in the future after receiving water service, it is unlikely the property will conform to City zoning, and planning/engineering standards, because it will develop under County rules which may not be compatible with those of the City; i.e. Roads, curb gutter sidewalk, etc.
- If the City provides service in the County then the City will be subject to County rules and permits to work on City facilities and will be reading meters in the County.

- The City's water system is usually looped for reliability and to avoid water quality problems. The developer would not want to do this due to cost which may increase City testing/flushing requirements.
- This is the first time the City has considered providing water service to a subdivision in the County, in the past when this has been allowed it has only been for individual services off adjacent City lines. There may be other issues that haven't been anticipated.

FISCAL IMPACT

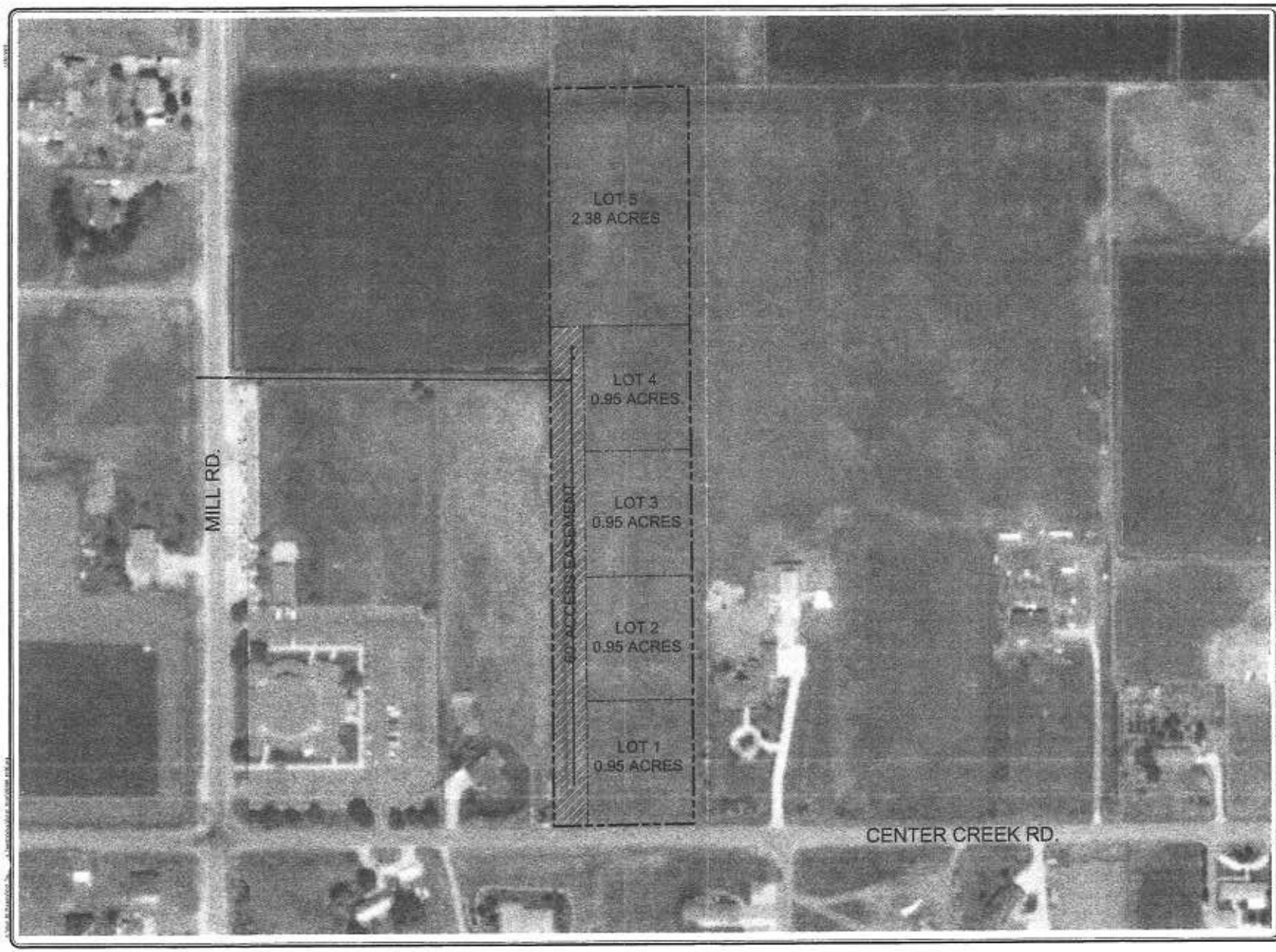
The initial construction cost would be covered by the developer. The future operation, maintenance, and replacement costs to provide service to this and any other subdivisions requesting service in the County are unknown. The City currently charges non-residents a rate of 1.5 times the resident rate. This rate may or may not cover the City's costs.

The Council may want to consider a developing a process to track costs associated with providing the services to non-residents so that the true cost of this service is captured and assessed back to the non-resident users, and they are not subsidized by the City.

LEGAL IMPACT

It is unknown at this time what actions may be taken if the City proceeds with providing service in the planned Twin Creeks service area.

Wtr NonResServ SR KimT 130905.doc



CONSTRUCTION NOTES

1.

Water

Sewer

WARNING
CALL BLUE STAKES

epic

REVISIONS
1.

DRAWN: BJM
DESIGNER: XXX
REVIEWED: XXX
PROJECT #

SCALES
HORZ: 1"=40'
VERT: 1"=10'
(24" x 36" SHEET)

PROJECT NAME
KIM TIPPETTS

SHEET TITLE
LOT SPLIT

PLAN SET: CONCEPT
SHEET: 1.1

WATER SERVICE AGREEMENT
FOR PROPERTY OUTSIDE HEBER CITY LIMITS
(Wasatch Back Properties)

This agreement, entered into this _____day of _____2013, by and between the Undersigned Landowner and Heber City, a municipal corporation;

WITNESSETH:

WHEREAS, certain landowners including the Undersigned, owning property outside the corporate limits of Heber City, are desirous of hooking on to the Heber City Culinary Water System; and

WHEREAS, the Undersigned requested the privilege to receive said service pursuant to said conditions;

NOW, THEREFORE, it is hereby mutually agreed as follows:

1. Heber City will allow the undersigned landowner to connect the parcel located at: Approximately 2400 South 1350 East, to the Heber City Culinary Water System subject to the following conditions:

   a. Landowner will pay to Heber City the connection fee, 150% of the water impact fees, and 150% of the monthly user rate, plus any additional assessments as determined by the cost of providing service. However, the monthly user rate shall be reduced to 100% when the hereinafter referred to property is annexed into Heber City.

   b. Landowner agrees to petition to annex said property into Heber City and pay any associated fees at such time as a formal written request is made by the City, which agreement shall be a covenant running with the land.

   c. Landowner will transfer to Heber City 0.58 acre feet of water rights per home in the form of irrigation shares acceptable to Heber City prior to recording a subdivision plat;

   d. Landowner agrees to use said culinary service for fire protection and indoor household watering purposes only, and will provide other sources of water to meet all outdoor landscape, irrigation, etc. needs.

   e. Landowner will prepare engineering drawings for approval by Heber City, bond, and construct required facilities per City Standards.

   f. Landowner will prepare, provide, and record a 20 foot minimum width easement, acceptable to Heber City, for access, repair, and maintenance of City improvements. Said easement will prohibit encroachments of any kind, including fences, changes in topography, structures, etc. The cost of removal of any encroachments will be borne by the landowner.

g. Landowner will sign and record a deed restriction that will require the property to install or meet all City Standards including curb, gutter, sidewalk, road widening, street lights, etc. when annexation occurs.

2. The undersigned property owner agrees to the above terms and conditions and provisions of this agreement.

3. The land covered by this agreement is as described in the attached Exhibit A.

4. It is further understood and agreed that the provisions of this agreement shall be a covenant running with the land described in the attached Exhibit A and shall be binding upon the owners of the land, his, her or its successors and assigns and lessees that with their taking ownership or possession of the premises, they are subject to and responsible for compliance with the terms and conditions of this agreement. Said covenants and the conditions shall be perpetual and shall apply to and be forever binding upon the undersigned and his or its successors.

5. Heber City has the right to enforce this agreement and require specific performance. Upon failure of the undersigned Landowner or his successors to comply herewith the City has the right during said non-compliance or default to discontinue water service to the property.

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

HEBER CITY:

By:_____
David A. Phillips, Mayor

LANDOWNER:

By:_____

_____
(Printed Name)

ATTEST:

_____
Michelle Kellogg, Recorder

STATE OF _____)
: ss.
COUNTY OF _____)

On the _____ day of _____, 2013, personally appeared before me _____, the landowner of the property described in the attached Exhibit A and duly acknowledged to me that they executed the same.

_____
Notary Public

C:\Users\BMumford\Documents\Admin\Water\Wtr NonResServ AG KimT 130905.doc

TAB 5

HEBER CITY CORPORATION

ENGINEERING STAFF REPORT

MEETING TYPE:	Council Regular Meeting	MEETING DATE:	September 5, 2013
SUBMITTED BY:	Bart L Mumford	FILE NO:	00000
APPROVED BY:	Mark K. Anderson		
SUBJECT:	**NON-RESIDENT WATER SERVICE REQUEST - STRAWBERRY STORAGE**		

PURPOSE

To consider a request from Strawberry Storage to provide culinary water service to property located at approximately 2117 South Hwy 40 in the County.

RECOMMENDED ACTION

That the City consider providing water service prior to annexation subject to the terms and conditions outlined in the draft service agreement.

BACKGROUND/HIGHLIGHTS

At the August 15, 2013, City Council Work meeting. Strawberry Storage presented a request for the City to provide fire protection and culinary water service to property located in the County at approximately 2117 South Hwy 40 as shown on the attached map. This area is within the future planned annexation boundary of the City and is anticipated to eventually be served from both the City's water and sewer systems when annexation occurs. Strawberry would like to develop additional covered storage on their property and has been requested by the Fire District to approach the City about obtaining a culinary fire service. The Fire District believes it would be more reliable and less expensive obtain service from the City rather than having the business on a well and require them to install fire sprinklers in the structures.

Regarding required facilities, the City has two nearby locations that could be extended to serve Strawberry's location. One is across Hwy 40 on the south side of the road which would require boring under Hwy 40. The other is on the same side of the road at 2400 South which would require extending an 8 inch minimum line down Hwy 40. Any facilities constructed would need to follow City standards. Of the two options the one most beneficial to the City would be extending of a line from 2400 South. The City could enter into a reimbursement agreement with Strawberry which may allow them to recoup some of their costs as others connect to the line. An initial check shows

that minimum pressure and fire flow could be delivered to this property.

Should the Council decide to extend facilities and provide City water service, a draft agreement has been attached outlining the potential terms and conditions.

Other concerns related to this action include:

- Although the subject property is in the City's future annexation area, if the City establishes a policy of providing service without requiring annexation, there is some risk that the property will never annex at a later date. This is because once water service is obtained, there is little incentive to annex since doing so will only result in higher property taxes to the owner.
- If the property owner does agree to annex in the future, after receiving water service, it is unlikely the property will conform to City zoning, and City planning/engineering standards, because it will develop under County rules which may not be compatible with those of the City; i.e. landuse.

FISCAL IMPACT

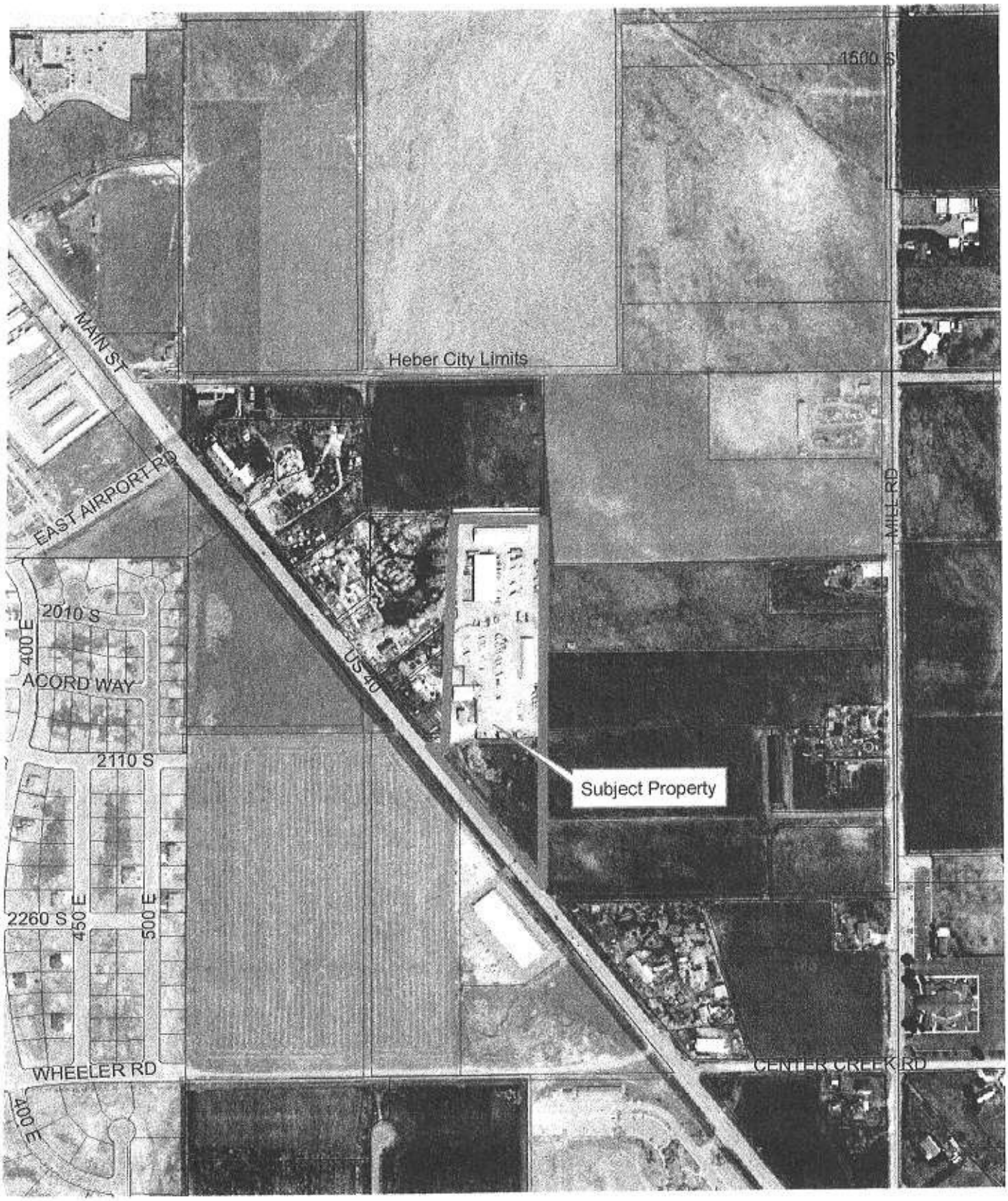
The initial construction cost would be covered by Strawberry Storage. The future operation, maintenance, and replacement costs for these facilities would be borne by the City. The City currently charges non-residents a rate of 1.5 times the resident rate.

The Council may want to consider a developing a process to track costs associated with providing the services to non-residents so that the true cost of this service is captured and assessed back to the non-resident users, and they are not subsidized by the City.

LEGAL IMPACT

None

Wtr NonResServ SR Strawberry 130905.doc



Heber City, Utah

N
W E
S

0 250 500 1,000 Feet

WATER SERVICE AGREEMENT
FOR PROPERTY OUTSIDE HEBER CITY LIMITS
(Strawberry Storage)

This agreement, entered into this _____day of _____2013, by and between the Undersigned Landowner and Heber City, a municipal corporation;

WITNESSETH:

WHEREAS, certain landowners including the Undersigned, owning property outside the corporate limits of Heber City, are desirous of hooking on to the Heber City Culinary Water System; and

WHEREAS, the Undersigned requested the privilege to receive said service pursuant to said conditions;

NOW, THEREFORE, it is hereby mutually agreed as follows:

1. Heber City will allow the undersigned landowner to connect the parcel located at: Approximately 2117 South Hwy 40 , to the Heber City Culinary Water System subject to the following conditions:

   a. Landowner will pay to Heber City the connection fee, 150% of the water impact fees, and 150% of the monthly user rate, plus any additional assessments as determined by the cost of providing service. However, the monthly user rate shall be reduced to 100% when the hereinafter referred to property is annexed into Heber City.

   b. Landowner agrees to petition to annex said property into Heber City and pay any associated fees at such time as a formal written request is made by the City, which agreement shall be a covenant running with the land.

   c. Landowner will transfer to Heber City 0.58 acre feet of water rights in the form of irrigation shares acceptable to Heber City prior to recording a subdivision plat;

   d. Landowner agrees to use said culinary service for fire protection and indoor watering purposes only, and will provide other sources of water to meet all outdoor landscape, irrigation, etc. needs.

   e. Landowner will prepare engineering drawings for approval by Heber City, bond, and construct required facilities per City Standards.

   f. Landowner will prepare and obtain a UDOT encroachment permit for Heber City, to access, repair, and maintain all City improvements.

   g. Landowner will sign and record a deed restriction that will require the property to install or meet all City Standards including curb, gutter, sidewalk, road widening, street lights, etc. when annexation occurs.

2. The undersigned property owner agrees to the above terms and conditions and provisions of this agreement.

3. The land covered by this agreement is as described in the attached Exhibit A.

4. It is further understood and agreed that the provisions of this agreement shall be a covenant running with the land described in the attached Exhibit A and shall be binding upon the owners of the land, his, her or its successors and assigns and lessees that with their taking ownership or possession of the premises, they are subject to and responsible for compliance with the terms and conditions of this agreement. Said covenants and the conditions shall be perpetual and shall apply to and be forever binding upon the undersigned and his or its successors.

5. Heber City has the right to enforce this agreement and require specific performance. Upon failure of the undersigned Landowner or his successors to comply herewith the City has the right during said non-compliance or default to discontinue water service to the property.

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

HEBER CITY:

By:_____
David A. Phillips, Mayor

LANDOWNER:

By:_____

_____
(Printed Name)

ATTEST:

_____
Michelle Kellogg, Recorder

STATE OF _____)
: ss.
COUNTY OF _____)

On the _____ day of _____, 2013, personally appeared before me _____, the landowner of the property described in the attached Exhibit A and duly acknowledged to me that they executed the same.

_____
Notary Public

TAB 6

HEBER CITY COUNCIL
Staff report by: Anthony L. Kohler
Meeting Date: September 5, 2013

Item: Swift Creek Final Subdivision

The applicant is proposing final approval for the Swift Creek Subdivision. The subdivision received final approval in 2007 and the final approval has since lapsed, necessitating this request. The development is nearly identical to the original proposal, excepting some minor engineering details for utilities to meet updated engineering standards. Swift Creek contains 27 lots and is zoned R-2 Residential Zone. This property was annexed in 2007 as part of the Mcneil Schneider Annexation and is subject to an annexation agreement with Heber City. Many of the annexation conditions have been met as surrounding development has been constructed.

Since approved in 2007, the subdivisions to the north and east, notably Aspen Pointe and Browning Estates, have finalized construction and provided street access to Swift Creek. Offsite sewer flowing towards 1200 South and the waterline in Mill Road have been completed and can provide service to this subdivision. Majestic Mountain Estates to the south has also been completed and provides the necessary street frontage for lots 24 through 27. There is a Master Planned trail along the canal; an easement should be provided to connect the trail to the street on Lot 5 so the trail doesn't dead end. The irrigation easement along the west side of the subdivision is intended to be abandoned when the irrigation line is moved; the subdivision plat should make note of this issue.

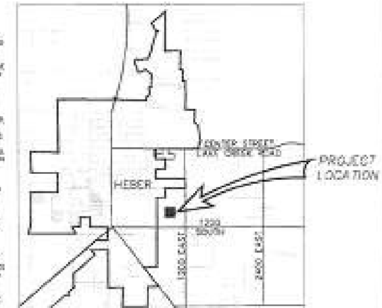
At the Planning Commission meeting on August 8, the neighboring property owner, Connie Christensen, presented proposed language to be put on the subdivision plat that notifies the subdivision owners that the neighboring farm can create smells, sounds, etc. Ms. Christensen asked for the developer/new lot owners to respect and not destroy her fence.

RECOMMENDED MOTION

On August 8, 2013, the Planning Commission found the proposed Swift Creek Final Subdivision consistent with Chapter 17.16 General Subdivision Procedures, Section 17.20.010 Concept Plans, Chapter 17.24 Street Design Standards, Chapter 17.32 Lot Design Standards, Chapter 17.40 Improvements, Chapter 18.56 R-2 Residential Zone, conditional upon the final plat noting the irrigation easement will eventually be abandoned, the plat designate a trail easement connecting through Lot 5 from the canal trail to the street, the City Attorney review the right to farm language to be put on the final subdivision plat, and the final plat make note of those lots that are affected by the FEMA 100 Year Flood Plain.

GRIST MILL RD
DAVIS LN
400 S
500 S
550 S
600 S
570 S
630 S
650 S
680 S
700 S
770 S
800 S
860 S
Swift Creek
1040 S
1120 S
1200 S
GATEWAY DR
MILL RD
0 250 500 1,000
Feet

SWIFT CREEK SUBDIVISION
FINAL PLAT



NOTES:

CANAL EASEMENT REQUIREMENTS: [illegible]

PIPELINE EASEMENT REQUIREMENTS: [illegible]

RETENTION AREA REQUIREMENTS: [illegible]

NOTES:

1. LOTS 24-27 FRONT ROAD IN MAJESTIC MOUNTAIN ARMS. BUILDING PERMITS FOR THESE LOTS WILL NOT BE ISSUED UNTIL CURB, GUTTER, SIDEWALK, WATER, SEWER, AND IRRIGATION IMPROVEMENTS ARE ACCEPTED BY HEBER CITY.
2. NO PUBLIC SERVICES WILL BE PROVIDED FROM THE ROAD BETWEEN LOTS 1 AND 2 UNTIL THE ROAD IS EXTENDED.
3. HOMES BUILT ON LOTS 3 THROUGH 12 SHALL HAVE FOOTING PERIMETER DRAINS INSTALLED TO PROTECT BASEMENTS AGAINST CANAL SEEPAGE.
4. LOTS 1, 11, 3, AND 10 TO FRONT OLD MILL DRIVE. LOTS 14 AND 23 TO FRONT 900 EAST.

LEGEND

- ● SET HEBER CITY STREET MONUMENT
- SET 5/8" REBAR AND PLASTIC CAP STAMPED 145796 AT REAR LOT CORNERS.
- SET 1-1/2" COPPER PLUG STAMPED "RP-SP 145796" AT POINTS WHERE EXTENSION OF SIDE LOT LINES INTERSECT CENTER OF CONCRETE ROAD CURB.
- PUBLIC UTILITY EASEMENT LINE. NOTE: ALL PUBLIC UTILITY EASEMENTS ARE A WIDTH OF 10 FEET FROM PROPERTY LINE UNLESS OTHERWISE NOTED.
- PROPERTY DEDICATED TO HEBER CITY AND EXISTING UB&R IRRIGATION CANAL EASEMENT
- PROPERTY DEDICATED TO HEBER CITY
- RETENTION POND EASEMENT (DEDICATED TO HEBER CITY)
- RETENTION POND EASEMENT (DEDICATED TO HEBER CITY)

ADDRESS TABLE [illegible]

LINE TABLE [illegible]

CURVE TABLE [illegible]

BOUNDARY DESCRIPTION

BEGINNING NORTH 00°15'52" WEST ALONG A LINE RUNNING BETWEEN THE WASATCH COUNTY SURVEY MONUMENTS FOR THE SOUTHEAST AND NORTHEAST CORNERS OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, 708.89 FEET AND WEST 574.94 FEET FROM THE WASATCH COUNTY SURVEY MONUMENT FOR SAID SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN;

AND RUNNING THENCE NORTH 89°36'33" WEST 652.34 FEET; THENCE NORTH 00°30'40" WEST 647.54 FEET ALONG AN EXISTING FENCE LINE TO THE SOUTHWEST CORNER OF ASPEN POINTE SUBDIVISION; THENCE SOUTH 89°56'15" EAST 653.83 FEET ALONG THE SOUTHERLY BOUNDARY OF THE ASPEN POINTE SUBDIVISION; THENCE SOUTH 00°11'13" EAST 7.13 FEET; THENCE SOUTH 00°10'11" EAST 102.83 FEET; THENCE SOUTH 00°47'38" EAST 220.81 FEET; THENCE SOUTH 00°09'29" EAST 320.40 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED AS NORTH 00°15'52" WEST BETWEEN FOUND WASATCH COUNTY SECTION CORNER SURVEY MONUMENTS FOR THE SOUTHEAST AND NORTHEAST CORNERS OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, IN CONFORMANCE WITH UTAH COORDINATE SYSTEM 1983 CENTRAL ZONE BEARINGS.

SURVEYOR'S CERTIFICATE

IN ACCORDANCE WITH SECTION 10-9a-603 OF THE UTAH CODE, I, BRAD CHRISTENSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NUMBER 145796 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT.

I FURTHER CERTIFY THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS 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.

BRAD CHRISTENSEN ______ DATE ______

OWNERS DEDICATION

WE, THE UNDERSIGNED OWNERS OF ALL THE REAL PROPERTY DEPICTED ON THIS PLAT AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THIS PLAT, HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE DIVIDED INTO LOTS, STREETS, PARKS, OPEN SPACES, EASEMENTS AND OTHER PUBLIC USES AS DESIGNATED ON THIS PLAT AND NOW DO HEREBY DEDICATE UNDER THE PROVISIONS OF 10-9-607 UTAH CODE WITHOUT CONDITION, RESTRICTION OR RESERVATION TO HEBER CITY, UTAH, ALL STREETS, WATER, SEWER, AND OTHER UTILITY IMPROVEMENTS, PUBLIC OPEN SPACES, PARKS, EASEMENTS, AND ALL OTHER PLACES OF PUBLIC USE, TOGETHER WITH ALL IMPROVEMENTS REQUIRED BY THE DEVELOPMENT AGREEMENT BETWEEN THE UNDERSIGNED AND HEBER CITY FOR THE BENEFIT OF THE CITY AND THE INHABITANTS THEREOF.

NAME ______ DATE ______

NAME ______ DATE ______

ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF WASATCH

ON THE ___ DAY OF ______, A.D. 2007 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, THE SIGNER(S) OF THE ABOVE OWNER'S DEDICATION, WHO DULY ACKNOWLEDGED TO ME THAT HE (THEY) SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

NOTARY PUBLIC ______ MY COMMISSION EXPIRES ______

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. 2007.

MAYOR ______ CLERK-RECORDER ______

PLANNING COMMISSION APPROVAL

APPROVED THIS ___ DAY OF ______ A.D. 2007, BY THE PLANNING COMMISSION OF HEBER CITY.

CHAIRMAN, PLANNING COMMISSION

WASATCH COUNTY RECORDER

Summit Engineering Group Inc.

PROJECT NO. ______
DRAWN BY ______
REVIEWED BY ______
APPROVED BY ______
PRINT DATE ______

CITY ENGINEER APPROVAL
CITY ENGINEER ______ DATE ______

WASATCH COUNTY SURVEYOR
SIGNATURE ______ DATE ______

GRAPHIC SCALE
(IN FEET)
1 inch = 50 ft.

PROJECT NAME
SWIFT CREEK SUBDIVISION
HEBER CITY, UTAH

FINAL SUBDIVISION PLAT
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SLB&M

SHEET 1 OF 1

Recommended Swift Creek Plat Language
Farm Operation Protection
Heber City

Right to Farm:

Purchasers of lots in this subdivision are hereby notified that Heber City has determined to protect and preserve agricultural land uses and will protect the right to farm of adjoining and nearby property owners. Purchasers are advised that farm hours run late and begin early and that farm operations and animals create noises and odors which may be objectionable to some purchasers. The irrigation of these lands may have frequent overspray that can saturate or dampen adjacent lots and stock or other farm animals may encroach on adjacent properties if not properly fenced.

Devin McKinlay, P.E.
WCWEP Manager
Central Utah Water Cons. District

1

Tab 7

HEBER CITY PLANNING COMMISSION
Report by: Anthony L. Kohler
Meeting date: September 5, 2013

Re: Red Ledges Phase 2D

Red Ledges is proposing Phase 2D with 9 single family lots adjacent to the Clubhouse. The lots consist of building pads surrounded by common open space. On August 8, 2013, the Planning Commission found the proposed final plat for phase 2D as consistent with the adopted Red Ledges Master Plan, Preliminary Approval and the PC Zone.

Vicinity Map

RED LEDGES PHASE 2D SUBDIVISION

FINAL PLAT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN
WASATCH COUNTY, UTAH

NOTES

1. ALL OF THE PROPERTY INCLUDED IN THIS PLAT IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RED LEDGES AND ANY AMENDMENTS THERETO ("DECLARATION") RECORDED IN THE OFFICE OF THE WASATCH COUNTY RECORDER IN HEBER CITY, UTAH. THE USE OF ANY RED LEDGES LOT IS GOVERNED BY THE TERMS OF THE DECLARATION. PURSUANT TO THE DECLARATION, ALL LOT OWNERS WITH RED LEDGES COMMUNITY ARE MEMBERS OF THE RED LEDGES COMMUNITY ASSOCIATION, INC. (THE "ASSOCIATION"). CERTAIN LOTS AND PARCELS MAY ALSO BE COVERED BY THE TERMS OF THE SUPPLEMENTAL DECLARATION AND NEIGHBORHOOD DECLARATIONS AS CONTEMPLATED BY THE TERMS OF THE DECLARATION. EACH LOT IS SUBJECT TO AND BENEFITED BY ALL EASEMENTS AND USE RIGHTS SET FORTH IN THESE PLAT NOTES, ON THIS PLAT AND IN THE DECLARATION TO THE EXTENT PROVIDED HEREIN AND IN THE DECLARATION.

2. NO IMPROVEMENTS OR LANDSCAPING MAY BE MADE TO ANY LOT WITHOUT THE REVIEW AND APPROVAL OF THE DECLARANT OR, IF DELEGATED BY DECLARANT, THE ARCHITECTURAL REVIEW COMMITTEE OF RED LEDGES IN ACCORDANCE WITH THE DECLARATION AND THE RED LEDGES DESIGN GUIDELINES ("DESIGN GUIDELINES") AND ANY SUPPLEMENTAL DESIGN GUIDELINES WHICH MAY BE PROMULGATED THERE UNDER FROM TIME TO TIME. WHICH DESIGN GUIDELINES AND SUPPLEMENTAL DESIGN GUIDELINES INCORPORATE OR INCLUDE LIGHTING, LANDSCAPING, GRADING, SIGNAGE, AND OTHER GUIDELINES. THE DESIGN GUIDELINES REQUIRE THE ESTABLISHING OF STRICT LIMITS OF DISTURBANCE FOR ANY CONSTRUCTION ACTIVITY. CERTAIN LOTS IN VISUALLY SENSITIVE AREAS MAY BE SUBJECT TO SUPPLEMENTAL DESIGN GUIDELINES FOR SENSITIVE AREAS ("SUPPLEMENTAL DESIGN GUIDELINES") AS PROVIDED IN THE "DEVELOPMENT AGREEMENT" (DEFINED IN NOTE 5 BELOW). THE DECLARANT OR ARCHITECTURAL REVIEW COMMITTEE, WHICHEVER HAS DESIGN REVIEW AUTHORITY, IS REFERRED TO AS THE "DESIGN REVIEW ENTITY."

3. BUILDING ENVELOPES MAY BE ESTABLISHED IN THE DESIGN GUIDELINES AND SUPPLEMENTAL DESIGN GUIDELINES AND MODIFIED BY THE DECLARANT, OR THE ARCHITECTURAL REVIEW COMMITTEE, WITH THE CONSENT OF THE DECLARANT, IN THE EXERCISE OF THE DECLARANT'S (AND IF APPLICABLE ARCHITECTURAL REVIEW COMMITTEE'S) SOLE DISCRETION, PROVIDED SUCH BUILDING ENVELOPE SHALL INCORPORATE ALL APPLICABLE BUILDING SETBACKS UNDER THE DEVELOPMENT AGREEMENT (DEFINED IN NOTE 5 BELOW), THE MASTER PLAN (DEFINED IN NOTE 5 BELOW) AND THE DESIGN GUIDELINES SHALL COMPLY WITH ANY ADDITIONAL SETBACK REQUIREMENTS PROVIDED FOR IN THIS FINAL PLAT. THE MAXIMUM HEIGHT OF ANY STRUCTURE SHALL BE ESTABLISHED BY THE DESIGN GUIDELINES. OWNERS OF LOTS SHALL HAVE NO RIGHTS, EXPECTATIONS OR GUARANTEES WITH RESPECT TO THE FINAL LOCATION OF A BUILDING SITE ON ANY LOT, THE PARTICULAR VIEW FROM ANY LOT, THE LOCATION, SCALE, OR HEIGHT OF OTHER DESIGN FEATURES, OR ANY IMPROVEMENTS THAT MAY BE APPROVED FOR CONSTRUCTION ON ANY LOT.

4. RED LEDGES IS SERVED BY OR INCLUDED WITHIN THE BOUNDARIES OF TWIN CREEKS SPECIAL SERVICE DISTRICT (TCSSD) AND THE HEBER CITY FIRE SERVICE DISTRICT (HCFSD) AND HEBER CITY.

5. RED LEDGES IS GOVERNED BY THE TERMS OF A MASTER PLAN APPROVED BY HEBER CITY, A SUBDIVISION AGREEMENT BETWEEN RED LEDGES LLC AND HEBER CITY, A DEVELOPMENT AGREEMENT BETWEEN HEBER CITY AND THE RED LEDGES LLC., AN ANNEXATION AGREEMENT BETWEEN HEBER CITY AND RED LEDGES, LLC. AND AN INTER-LOCAL AGREEMENT BETWEEN RED LEDGES LLC, HEBER CITY, TWIN CREEKS SPECIAL SERVICE DISTRICT AND WASATCH COUNTY. THE ABOVE REFERENCED AGREEMENTS GOVERN USE AND IMPOSE REGULATIONS APPLICABLE WITHIN RED LEDGES.

6. ALL ROADS WITHIN RED LEDGES ARE PRIVATE AND WILL BE MAINTAINED BY THE ASSOCIATION SUBJECT TO THE TERMS OF THE DECLARATION. PRIVATE DRIVEWAYS SERVING INDIVIDUAL RESIDENCES AND THE LANDSCAPING ON EACH LOT SHALL BE THE MAINTENANCE RESPONSIBILITY OF THE LOT OWNER. GUARDHOUSES, GATES, LANDSCAPING, SIGNAGE AND OTHER SIMILAR FACILITIES MAY BE CONSTRUCTED WITHIN THE ROAD RIGHTS OF WAY OR ADJOINING COMMON AREA PARCELS. PRIVATE DRIVEWAYS AND OTHER IMPROVEMENTS SERVING MORE THAN ONE LOT SHALL BE THE SHARED MAINTENANCE RESPONSIBILITY OF THE OWNERS OF THE LOTS SERVED THEREBY, PROVIDED THE ASSOCIATION MAY, IN ITS SOLE DISCRETION, UNDERTAKE THE MAINTENANCE OF SUCH SHARED FACILITIES AND ESTABLISH SPECIAL ASSESSMENTS APPLICABLE TO THE BENEFITED LOTS TO COVER THE COSTS OF SUCH MAINTENANCE. AT THE TIME OF ANY RESURFACING OF ROADS WITHIN RED LEDGES, THE ASSOCIATION SHALL BE RESPONSIBLE TO RAISE MANHOLES TO GRADE, ACCORDING TO HEBER CITY SPECIFICATIONS. COMMON AREA TRACTS ARE NOT TO BE CONSTRUED TO BE DEDICATED FOR THE USE OF THE GENERAL PUBLIC BUT ARE DECLARED COMMON AREAS FOR THE USE AND ENJOYMENT OF THE ASSOCIATION AND LOT OWNERS WITHIN THE ENTIRE RED LEDGES COMMUNITY.

7. RED LEDGES CONTAINS EXTENSIVE AREAS OF OPEN SPACE. OPEN SPACE AREAS DESIGNATED ON THE PLAT SHALL BE PRESERVED IN OPEN SPACE CONDITION IN ACCORDANCE WITH THE REQUIREMENTS OF THE DEVELOPMENT AGREEMENT, DESIGN GUIDELINES AND THE DECLARATION.

8. ALL ROAD RIGHT OF WAY AND OPEN SPACES SHOWN ON THIS PLAT ARE SUBJECT TO DECLARANT'S RIGHT TO GRANT EASEMENTS FOR UTILITIES.

9. EACH LOT IS SUBJECT TO ADDITIONAL EASEMENTS FOR DRAINAGE, NATURAL DRAINAGE WAYS, TRAILS, UTILITIES AND OTHER MATTERS WHICH MAY AFFECT PORTIONS OF LOTS OUTSIDE OF THE PORTION OF THE LOT COVERED BY RESIDENTIAL IMPROVEMENTS. THESE EASEMENTS ARE IN ADDITION TO EASEMENTS GRAPHICALLY DESCRIBED ON THE PLAT. DECLARANT ALSO RESERVES PERMANENT EASEMENTS ACROSS THE PORTIONS OF LOTS ALONG ROADWAYS AND OUTSIDE OF THE RESERVED ROAD ENVELOPE FOR THE FINISHING OF CUT AND FILL SLOPES REQUIRED TO COMPLETE THE ROADS IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS APPROVED BY HEBER CITY.

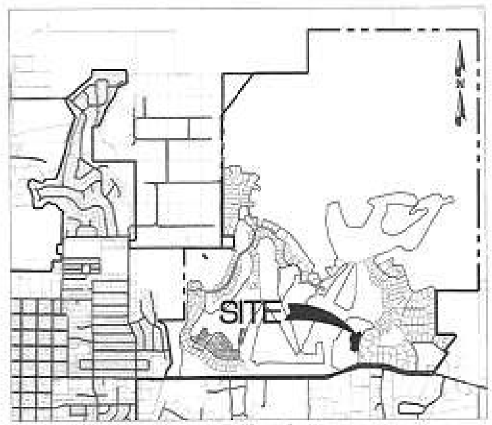
10. TWIN CREEKS, HEBER CITY AND PUBLIC UTILITY COMPANIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY AND DEDICATED EASEMENTS IDENTIFIED ON THIS PLAT MAP, PRIVATE ROADS, TRAIL EASEMENTS AND OPEN SPACE AREAS AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE PUE. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE PUE AT THE LOT OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE PUE OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE PUE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE PUE.

11. ALL LOT CORNERS WILL BE SET WITH A 5/8" REBAR AND ORANGE CAP MARKED WILDING ENGINEERING INC.

12. THE RECREATIONAL FACILITIES DEVELOPED ON THE SUBJECT PROPERTY AND OPERATED AS PART OF THE RED LEDGES CLUB ARE NOT COMMON AREA OF PROPERTY OWNERS' ASSOCIATION, BUT RATHER ARE PRIVATELY OWNED. THE USE OF SUCH FACILITIES MAY ONLY BE OBTAINED BY ACQUIRING A MEMBERSHIP AT RED LEDGES CLUB AND PAYING THE REQUISITE FEES AND CHARGES ASSOCIATED THERE WITH. OWNERSHIP OF A RESIDENCE OR HOMESITE IN RED LEDGES DOES NOT GIVE ANY VESTED RIGHT OR EASEMENT, PRESCRIPTIVE OR OTHERWISE, TO USE SAID RECREATIONAL FACILITIES AND DOES NOT GRANT ANY OWNERSHIP OR MEMBERSHIP INTEREST IN RED LEDGES CLUB OR ITS FACILITIES. THE DECLARATION ESTABLISHES CERTAIN RIGHTS AND EASEMENTS IN FAVOR OF THE RED LEDGES CLUB.

13. ALL STORM WATER IMPROVEMENTS AND EASEMENTS ARE DEDICATED TO RED LEDGES COMMUNITY ASSOCIATION, INC. AND ARE TO BE MAINTAINED BY THE ASSOCIATION.

14. ALL UNITS WITHIN THIS DEVELOPMENT SHALL BE FIRE SPRINKLED.



VICINITY MAP

SURVEYOR'S CERTIFICATE

I, GREGORY S. WILDING, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. [illegible] AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE PARCELS OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREON, AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

____
DATE

PROPERTY DESCRIPTION:

BEGINNING AT A POINT SOUTH [illegible] WEST [illegible] FEET AND NORTH [illegible] FEET FROM THE SOUTH QUARTER CORNER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING A COMMON POINT TO THE RED LEDGES PHASE 1 AMENDED SUBDIVISION FINAL PLAT, AS RECORDED IN THE WASATCH COUNTY RECORDERS OFFICE, AND RUNNING THENCE [illegible] ... TO THE POINT OF BEGINNING.

CONTAINS 5.23 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

THE BASIS OF BEARING FOR THIS PLAT IS SOUTH [illegible] WEST BETWEEN THE SOUTHWEST CORNER OF SECTION 34 AND THE SOUTH QUARTER CORNER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN.

NARRATIVE:

THIS PROPERTY IS AN INTERNAL PHASE OF THE RED LEDGES PROJECT. SEE THE RECORD OF SURVEY ON FILE WITH THE WASATCH COUNTY SURVEYORS OFFICE FOR THE BOUNDARY SURVEY OF THE RED LEDGES PROJECT.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOWN ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED IS THE OWNER OF THE HEREON DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS "RED LEDGES PHASE 2D SUBDIVISION", DOES HEREBY DEDICATE TO RED LEDGES COMMUNITY ASSOCIATION INC. ALL PARCELS OF LAND INDICATED ON THIS PLAT AS PRIVATE ROADWAYS FOR PERPETUAL USE FOR ACCESS, INGRESS AND EGRESS OF THE LOT OWNERS WITHIN THE RED LEDGES COMMUNITY AND DOES HEREBY SET ASIDE ALL PARCELS OF LAND DESIGNATED AS OPEN SPACE FOR SUCH USE BY RED LEDGES COMMUNITY ASSOCIATION INC. AND THE LOT OWNERS WITHIN THE RED LEDGES COMMUNITY AS MAY BE PERMITTED BY THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RED LEDGES AND SUBJECT TO AND IN ACCORDANCE WITH SUCH RULES AND REGULATIONS AND MAY BE APPROVED BY THE RED LEDGES COMMUNITY ASSOCIATION INC.

ALSO, THE OWNER HEREBY GRANTS TO WASATCH COUNTY, HEBER CITY, TWIN CREEKS SSD AND WASATCH COUNTY FIRE DISTRICT, A NON-EXCLUSIVE EASEMENT OVER PRIVATE ROADS, PRIVATE DRIVEWAYS, DESIGNATED COMMON AREA TRACTS AND ALL OTHER EASEMENTS SHOWN ON THIS PLAT FOR THE PURPOSE OF PROVIDING UTILITY INSTALLATION, MAINTENANCE, OPERATION, AND EVENTUAL REPLACEMENT.

EXECUTED THIS ____ DAY OF __________, 20__

BY: RED LEDGES LAND DEVELOPMENT, INC.
A FLORIDA CORPORATION

ITS: VICE PRESIDENT - TODD R. GATES

ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF WASATCH)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF ______ 20__
BY ______________

NOTARY PUBLIC

MY COMMISSION EXPIRES

RESIDING AT:

G:\DATA\10093 Red Ledges\dwg\Plat\8. Phase 2D Plat.dwg
PLOT DATE: Aug 02, 2013

WILDING ENGINEERING
14721 SOUTH HERITAGE CREST WAY
BLUFFDALE, UTAH 84065
801.553.8112
WWW.WILDINGENGINEERING.COM

COUNTY SURVEYOR	APPROVAL AS TO FORM	APPROVAL AS TO FORM	APPROVAL AS TO FORM	APPROVAL AS TO FORM	RECORDED
APPROVED AS TO FORM ON THIS ____ DAY OF ______, 20__	APPROVED ON THIS ____ DAY OF ______, 20__	APPROVED AS TO FORM ON THIS ____ DAY OF ______, 20__	APPROVED ON THIS ____ DAY OF ______, 20__	APPROVED AND ACCEPTED BY THE HEBER CITY PLANNING CHAIRMAN THIS ____ DAY OF ______, 20__	ENTRY NO. ____ BOOK ____ PAGE ____ STATE OF UTAH COUNTY OF WASATCH DATE ____ TIME ____ RECORDED AND FILED AT THE REQUEST OF ______
ROS# ______ COUNTY SURVEYOR	TWIN CREEKS SPECIAL SERVICE DISTRICT MANAGER	HEBER CITY MAYOR / ATTESTED BY HEBER CITY RECORDER	CITY ENGINEER	CHAIRMAN	

RED LEDGES PHASE 2D SUBDIVISION
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN
WASATCH COUNTY, UTAH

RED LEDGES PHASE 2D SUBDIVISION

FINAL PLAT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN
WASATCH COUNTY, UTAH

Scale 1" = 40 ft

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	21.44'	S52°45'56"E
L2	23.62'	S52°45'56"E
L3	20.00'	S67°16'15"E
L4	27.02'	S67°16'15"E
L5	20.28'	S64°02'28"E
L6	23.68'	S64°02'28"E
L7	28.57'	S38°41'05"E
L8	27.89'	S38°41'05"E
L9	60.60'	S12°27'02"W
L10	20.08'	S11°53'00"W
L11	26.54'	S25°31'06"E
L12	20.39'	S44°28'48"E
L13	31.58'	S22°10'12"E
L14	72.69'	N74°12'07"W
L16	36.40'	S74°12'07"E
L17	36.28'	S74°12'07"E
L18	32.58'	N85°28'54"E
L19	38.88'	N47°21'21"E
L20	30.17'	N47°21'21"E

CURVE TABLE					
#	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	78.26'	200.00'	22°42'19"	S51°36'23"W	78.74'
C2	33.84'	200.00'	9°41'41"	S45°28'04"W	33.80'
C3	45.41'	200.00'	13°00'37"	S38°47'13"W	45.32'
C4	283.71'	300.00'	54°11'09"	N36°19'00"E	273.28'
C5	178.43'	300.00'	34°04'37"	N40°15'13"E	175.80'
C6	105.28'	300.00'	20°06'31"	N18°09'41"E	104.74'
C7	188.56'	150.00'	64°33'07"	S41°18'01"W	178.83'
C8	80.09'	150.00'	30°35'31"	S33°42'08"E	79.14'
C9	31.71'	20.50'	88°37'05"	N52°15'28"E	28.64'
C10	28.23'	20.50'	78°54'49"	N11°06'38"W	26.06'
C11	0.92'	170.00'	0°18'06"	S50°04'28"E	0.92'
C12	78.52'	468.50'	9°36'09"	S33°56'51"W	78.43'
C13	79.67'	170.00'	26°51'10"	S36°09'21"E	78.95'
C14	29.98'	20.50'	83°46'45"	N64°27'56"W	27.38'
C15	146.09'	130.00'	64°23'01"	S41°16'01"W	138.52'
C16	120.87'	170.00'	40°44'17"	S29°28'36"W	118.34'
C17	74.15'	320.00'	13°16'35"	N10°44'46"E	73.98'
C18	29.76'	20.50'	83°10'08"	S39°12'05"E	27.21'
C19	284.80'	280.00'	54°11'05"	N36°12'00"E	255.04'
C20	12.73'	320.00'	2°16'56"	S61°38'54"W	12.73'
C21	28.73'	20.50'	80°16'16"	S79°50'10"E	26.44'
C22	62.84'	93.00'	38°42'39"	S20°16'31"E	61.79'
C23	253.79'	52.00'	257°36'16"	S50°16'05"W	80.05'
C24	17.93'	93.00'	11°03'21"	N73°59'34"W	17.90'
C25	17.38'	93.00'	10°42'16"	N83°49'02"W	17.35'
C26	0.51'	93.00'	0°21'03"	N78°20'43"W	0.51'
C27	59.66'	52.00'	65°43'28"	S48°32'31"E	56.51'
C28	11.41'	52.00'	12°11'17"	S03°58'10"E	11.33'
C29	41.68'	52.00'	45°55'28"	S29°35'13"W	40.57'
C30	50.15'	52.00'	55°15'33"	S80°13'39"W	48.23'
C31	64.69'	52.00'	71°16'43"	N36°33'18"W	60.60'
C33	69.29'	280.00'	14°10'41"	N56°12'11"E	69.11'
C34	56.72'	280.00'	11°36'20"	N43°18'41"E	56.62'
C35	48.89'	280.00'	10°00'15"	N32°30'15"E	48.83'
C36	50.17'	280.00'	10°16'09"	N22°12'37"E	50.11'
C37	28.50'	280.00'	5°49'53"	N14°09'39"E	28.48'
C38	10.41'	280.00'	2°07'46"	N07°10'20"E	10.41'
C39	37.22'	170.00'	12°32'44"	S15°22'48"W	37.15'
C40	11.10'	170.00'	3°44'26"	S22°31'24"W	11.10'
C41	51.31'	170.00'	19°18'56"	S38°07'06"W	51.04'
C42	15.24'	170.00'	5°08'29"	S47°16'40"W	15.23'

FUTURE PHASE

OPEN SPACE
105,451 SQ FT
2.42 ACRES

OPEN SPACE
32,664 SQ FT
0.78 ACRES

RED LEDGES PHASE 1 AMENDED

RED LEDGES BLVD

RED LEDGES CLUBHOUSE CIRCLE

CLUB COTTAGES COURT

P.O.B.

SOUTHWEST CORNER SECTION 34, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN
FOUND BRASS CAP PER RED LEDGES PHASE 1 AMENDED SUBDIVISION PLAT

SOUTH QUARTER CORNER SECTION 34, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN
FOUND BRASS CAP PER RED LEDGES PHASE 1 AMENDED SUBDIVISION PLAT

LEGEND

FOUND SECTION CORNER
SECTION LINE
SET 5/8" REBAR AND CAP (WILDING ENGINEERING)
PROPERTY LINE
FOUND REBAR AND CAP (LAKE JOHNSON COMPANY)
PROPERTY LINE
STREET MONUMENT (TO BE SET)
FOUND STREET MONUMENT
LIMITED COMMON AREA

SHEET 2 OF 2

RECORDED

ENTRY NO. _____ BOOK _____ PAGE _____
STATE OF UTAH COUNTY OF WASATCH
DATE _____ TIME _____
RECORDED AND FILED AT THE REQUEST OF:

WILDING ENGINEERING
14791 South Heritage Crest Way
Bluffdale, Utah 84065
801.553.8112
www.wildingengineering.com

G:\DATA\1093 Red Ledges\dwg\Plat\RL Phase 2D Plat.dwg
PLOT DATE: Aug 05, 2020

Tab 8

Heber City, Utah

September 5, 2013

The City Council (the "Council") of Heber City, Utah (the "Issuer"), met in regular public session at the regular meeting place of the Council in Heber City, Utah, on September 5, 2013, at the hour of 7:00 p.m., with the following members of the Council being present:

David Phillips	Mayor
Jeffery Bradshaw	Councilmember
Alan W. McDonald	Councilmember
Benny Mergist	Councilmember
Robert Patterson	Councilmember
Erik Rowland	Councilmember

Also present:

Michelle Kellogg	City Recorder
Mark K. Anderson	City Manager
Mark Smedley	City Attorney

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this September 5, 2013, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____, was adopted by the following vote:

AYE:

NAY:

The resolution was then signed by the Mayor in open meeting and recorded by the City Recorder in the official records of the Issuer. The resolution is as follows:

RESOLUTION NO. 2013-12

A RESOLUTION OF THE CITY COUNCIL OF HEBER CITY, UTAH (THE "ISSUER"), AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN $1,000,000 AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2013; FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE BONDS MAY BE SOLD; DELEGATING TO CERTAIN OFFICERS OF THE ISSUER THE AUTHORITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; PROVIDING FOR THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AUTHORIZING THE EXECUTION BY THE ISSUER OF MASTER RESOLUTION AND OTHER DOCUMENTS NECESSARY FOR THE ISSUANCE OF THE SERIES 2013 BONDS; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), the City Council (the "Council") of Heber City, Utah (the "Issuer"), is authorized to issue bonds payable from the net revenues of its existing Water system (the "System") for the municipal purposes set forth in the Act; and

WHEREAS, subject to the limitations set forth herein, the Issuer desires to issue its Water Revenue Bonds, Series 2013 (the "Series 2013 Bonds") to (a) finance the water system improvements (the "Project"), (b) fund a debt service reserve fund, if necessary, and (b) pay costs of issuance of the Series 2013 Bonds pursuant to this Resolution and a Master Resolution in substantially the form presented to the meeting at which this resolution was adopted and which is attached hereto as Exhibit B (the "Master Resolution"); and

WHEREAS, the Act provides that prior to issuing bonds, an issuing entity must (a) give notice of its intent to issue such bonds and (b) hold a public hearing to receive input from the public with respect to (i) the issuance of the bonds and (ii) the potential economic impact that the improvement, facility or property for which the bonds pay all or part of the cost will have on the private sector; and

WHEREAS, the Issuer desires to call a public hearing for this purpose and to publish a notice of such hearing with respect to the Series 2013 Bonds, including a notice of bonds to be issued, in compliance with the Act; and

WHEREAS, there has been presented to the Council at this meeting a form of a bond purchase agreement (the "Bond Purchase Agreement"), in substantially the form attached hereto as Exhibit C; to be entered into between the Issuer and the purchaser selected by the Issuer for the Series 2013 Bonds (the "Purchaser"), and

WHEREAS, in order to allow the Issuer (with the consultation and approval of the Issuer's Financial Advisor, Zions Bank Public Finance (the "Financial Advisor")) flexibility in setting the pricing date of the Series 2013 Bonds, the Council desires to grant to the Mayor or the Mayor Pro Tem or the City Manager, or their appointees, (the "Designated Officers") of the Issuer the authority to approve the final interest rates, principal amounts, terms, maturities, redemption features, and purchase price at which the Series 2013 Bonds shall be sold, to determine the Purchaser and any changes with respect thereto from those terms which were before the Council at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the "Parameters"); and

NOW, THEREFORE, it is hereby resolved by the City Council of Heber City, Utah, as follows:

Section 1. The Issuer hereby authorizes and approves the issuance and sale of the Series 2013 Bonds for the purpose of financing the Project, funding the debt service reserve fund, and paying costs of issuance of the Series 2013 Bonds, in the aggregate principal amount of not to exceed $1,000,000, shall bear interest at the rate or rates of not to exceed five percent (5.0%), shall mature in not more than sixteen (16) years from their date or dates, shall be sold at a price not less than [one hundred percent (100%)] of the total principal amount thereof, and shall be subject to redemption, all as shall be approved by the Designated Officers within the parameters set forth herein so long as the principal amount, interest rate or rates, maturity and discount shall not exceed the maximums set forth in this Section 1. The issuance of the Series 2013 Bonds shall be subject to the final approval of Bond Counsel and to the approval of the Attorney for the Issuer.

Section 2. The final interest rate or rates for the Series 2013 Bonds shall be set by the Designated Officers, in consultation with the Financial Advisor, at the rate or rates which, taking into account the purchase price offered by the Purchaser of the Series 2013 Bonds, will in the opinion of the Designated Officers and the Financial Advisor, result in the lowest cost of funding reasonably achievable given the manner of offering the Series 2013 Bonds at the time of the sale of the Series 2013 Bonds and evidenced by the execution of the Bond Purchase Agreement.

Section 3. The Master Resolution and the Bond Purchase Agreement, in substantially the forms presented to this meeting and attached hereto as Exhibits B and C respectively, are hereby authorized, approved, and confirmed. The Mayor and the City Recorder are hereby authorized to execute and deliver the Master Resolution and the Bond Purchase Agreement, in substantially the forms and with substantially the content as the forms presented at this meeting for and on behalf of the Issuer, with final terms as may be established by the Designated Officers, in consultation with the Financial Advisor, within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 5 hereof. The

Designated Officers are each hereby authorized to determine the Purchaser and to specify and agree as to the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Series 2013 Bonds for and on behalf of the Issuer, provided that such terms are within the Parameters set by this Resolution. The execution of the Bond Purchase Agreement by the Mayor shall evidence the Designated Officers' approval.

Section 4. The appropriate officials of the Issuer are authorized to make any alterations, changes or additions to the Master Resolution, the Series 2013 Bonds, the Bond Purchase Agreement or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Series 2013 Bonds (within the Parameters set by this Resolution), to conform to any applicable bond insurance or reserve instrument or to remove the same, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States.

Section 5. The form, terms, and provisions of the Series 2013 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Master Resolution. The Mayor and City Recorder or authorized deputy thereof are hereby authorized and directed to execute and seal the Series 2013 Bonds and to deliver said Series 2013 Bonds to the bond registrar for authentication. The signatures of the Mayor and the City Recorder or authorized deputy thereof may be by facsimile or manual execution.

Section 6. Upon their issuance, the Series 2013 Bonds will constitute special limited obligations of the Issuer payable solely from and to the extent of the sources set forth in the Series 2013 Bonds, and the Master Resolution. No provision of this Resolution, the Master Resolution, the Series 2013 Bonds, or any other instrument, shall be construed as creating a general obligation of the Issuer, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the Issuer or its taxing powers.

Section 7. The appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents and other papers (including, without limitation, a purchase agreement or a tax law compliance policy) and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 8. After the Series 2013 Bonds are delivered to the purchaser, and upon receipt of payment therefor, this Resolution shall be and remain irrepealable until the principal of the Series 2013 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Master Resolution.

Section 9. The Issuer shall hold a public hearing on [October 3, 2013], to receive input from the public with respect to (a) the issuance of the Series 2013 Bonds,

and (b) the potential economic impact that the improvements to be financed with the proceeds of the Series 2013 Bonds will have on the private sector, which hearing date shall not be less than fourteen (14) days after notice of the public hearing is first published (i) once a week for two consecutive weeks in the Wasatch Wave, a newspaper of general circulation in the Issuer, (ii) on the Utah Public Notice Website created under Section 63F-1-701, Utah Code Annotated 1953, as amended, and (iii) on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended. The City Recorder shall cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in Heber City offices, for public examination during the regular business hours of the Issuer until at least thirty (30) days from and after the date of publication thereof. The Issuer directs its officers and staff to publish a "Notice of Public Hearing and Bonds to be Issued" in substantially the following form:

NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, that on September 5, 2013, the City Council (the "Council") of Heber City, Utah (the "Issuer"), adopted a resolution (the "Resolution") in which it authorized the issuance of the Issuer's Water Revenue Bonds, Series 2013 (the "Series 2013 Bonds") and called a public hearing to receive input from the public with respect to (a) the issuance of the Series 2013 Bonds and (b) any potential economic impact that the Project described herein to be financed with the proceeds of the Series 2013 Bonds may have on the private sector.

TIME, PLACE AND LOCATION OF PUBLIC HEARING

The Issuer shall hold a public hearing on October 3, 2013, at the hour of 7:00 p.m. at 70 North Main, Heber City, Utah. The purpose of the hearing is to receive input from the public with respect to (a) the issuance of the Series 2013 Bonds and (b) any potential economic impact that the Project to be financed with the proceeds of the Series 2013 Bonds may have on the private sector. Interested individuals are invited to express their views, both orally and in writing, on the proposed issue of the Series 2013 Bonds and the location and nature of the Project. All members of the public are invited to attend and participate. Written comments may be submitted to the Issuer at the City Recorder's office located at 75 North Main, Heber City, Utah, until 5:00 p.m. on October 3, 2013.

PURPOSE FOR ISSUING THE SERIES 2013 BONDS

The Series 2013 Bonds will be issued for the purpose of (a) financing the construction of water system improvements (the "Project") (b) funding a debt service reserve fund, if necessary, and (c) paying costs of issuance of the Series 2013 Bonds.

REVENUES TO BE PLEDGED

The Series 2013 Bonds are special limited obligations of the Issuer payable from the net revenues of the Issuer's Water system.

PARAMETERS OF THE SERIES 2013 BONDS

The Issuer intends to issue bonds in the aggregate principal amount of not more than One Million Dollars ($1,000,000), to bear interest at the rate or rates of not to exceed five percent (5.0%) per annum, to mature in not more than sixteen (16) years from their date or dates, and to be sold at a price not less than [one hundred percent (100%)] of the total principal amount thereof. The Series 2013 Bonds are to be issued and sold by the Issuer pursuant to the Resolution, including as part of said Resolution, a Master Resolution (the "Master Resolution") which was before the Council and attached to the Resolution in substantially final form at the time of the adoption of the Resolution. Said Master Resolution is to be executed by the Issuer in such form and with such changes thereto as shall be approved by the Designated Officers; provided that the principal

amount, interest rate or rates, maturity, and discount of the Series 2013 Bonds will not exceed the maximums set forth above.

OUTSTANDING BONDS SECURED BY WATER REVENUES

The Issuer has no bonds currently outstanding that are secured by the Water Revenues.

OTHER OUTSTANDING BONDS OF THE ISSUER

Additional information regarding the Issuer's outstanding bonds may be found in the Issuer's financial report (the "Financial Report") at: http://auditor.utah.gov/accountability/financial-reports-of-local-governments/. For additional information, including any information more recent than as of the date of the Financial Report, please contact Mark Anderson, City Manager, at 435-654-0757.

TOTAL ESTIMATED COST

Based on the Issuer's current plan of finance and a current estimate of interest rates, the total principal and interest cost of the Series 2013 Bonds if held until maturity is $1,202,414.

A copy of the Resolution and the Master Resolution are on file in the office of the City Recorder, 75 North Main, Heber City, Utah, where they may be examined during regular business hours of the City Recorder from 7:30 a.m. to 5:30 p.m. Monday through Thursday for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution, the Master Resolution (but only as the same relates to the Series 2013 Bonds), or the Series 2013 Bonds, or any provision made for the security and payment of the Series 2013 Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever.

DATED this September 5, 2013.

/s/Michelle Kellogg
City Recorder

Section 10. The Council hereby declares its intention and reasonable expectation to use proceeds of tax-exempt bonds to reimburse itself for initial expenditures for costs of the Project, in an amount not to exceed $1,000,000. The Series 2013 Bonds are to be issued, and the reimbursements made, by the later of 18-months after the payment of the costs or after the Project is placed in service, but in any event, no later than three years after the date the original expenditure was made.

Section 11. The Issuer hereby reserves the right to opt not to issue the Series 2013 Bonds for any reason, including without limitation, consideration of the opinions expressed at the public hearing with respect to (a) the issuance of the Series 2013 Bonds and (b) any potential economic impact that the Project to be financed with the proceeds of the Series 2013 Bonds may have on the private sector.

Section 12. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

APPROVED AND ADOPTED this September 5, 2013.

(SEAL)

By:_____
Mayor

ATTEST:

By:_____
City Recorder

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

(SEAL)

By:_____
Mayor

ATTEST:

By:_____
City Recorder

STATE OF UTAH)
: ss.
COUNTY OF WASATCH)

I, Michelle Kellogg, the duly appointed and qualified City Recorder of Heber City, Utah (the "Issuer"), do hereby certify according to the records of the City Council of the Issuer (the "City Council") in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the City Council held on September 5, 2013, including a resolution (the "Resolution") adopted at said meeting as said minutes and Resolution are officially of record in my possession.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on September 5, 2013, and pursuant to the Resolution, there was published a Notice of Public Hearing and Bonds to be Issued no less than fourteen (14) days before the public hearing date: (a) one time each week for two consecutive weeks in the Wasatch Wave, a newspaper having general circulation within the City, the affidavit of which publication is hereby attached, (b) on the Utah Public Notice Website created under Section 63F-1-701, Utah Code Annotated 1953, as amended and (c) on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said Issuer, this September 5, 2013.

(SEAL)

By:_____
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Michelle Kellogg, the undersigned City Recorder of Heber City, Utah (the "Issuer"), do hereby certify, according to the records of the Issuer in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the September 5, 2013, public meeting held by the City Council of the Issuer (the "City Council") as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the Issuer on _____, 2013, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to the Wasatch Wave on _____, 2013, at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the Utah Public Notice Website (http://pmn.utah.gov) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2013 Annual Meeting Schedule for the City Council (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be (a) posted on _____ 2013, at the principal office of the City Council, (b) provided to at least one newspaper of general circulation within the Issuer on _____, 2013, and (c) published on the Utah Public Notice Website (http://pmn.utah.gov) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this September 5, 2013.

(SEAL)

By:_____
City Recorder

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2

ANNUAL MEETING SCHEDULE

(attach Proof of Publication of
Notice of Bonds to be Issued)

EXHIBIT B

FORM OF THE MASTER RESOLUTION

(See Transcript Document No. ___)

DEPARTMENT REPORTS

Tab 9

Heber City Police Department

Memorandum

To: Heber City Mayor, Council, and Manager

From: Chief Dave Booth

Date: August 19, 2013

Re: Monthly Report - July 2013

- **Burglary:** Officers were dispatched to Heber City Public Works. Upon arrival the west door was breached by force. The dead bolt was removed with three tools that were left at the scene. At this time the case is active and under investigation.

- **Relay for Life:**

Mayor and his wife

Mr. Relay

July 12 & 13 was the annual Relay for Life. Sgt. Jim Moore dressed as a cross dresser for Mr. Relay, he took second place. The Heber City Corporation asks every employee if they would be willing to donate to the American Cancer Society which is deducted from their paychecks. There was $633.50 that was donated to our team. There was a total of $3,000 raised for this charitable cause.

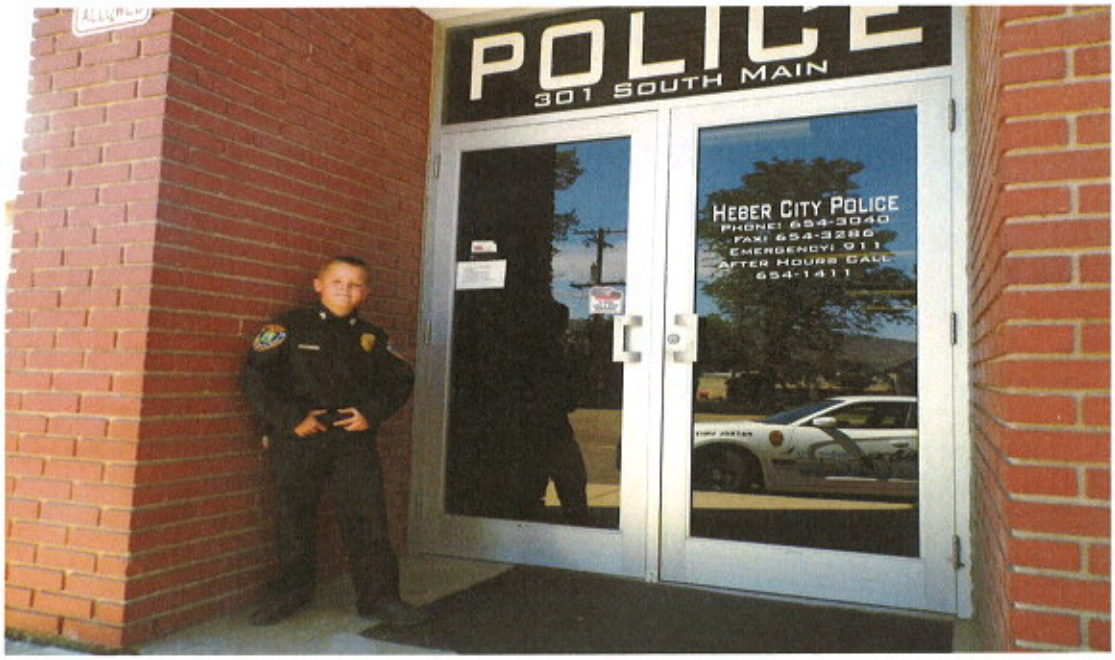
Officers remain very active and engaged on these types of causes. Their time is all volunteered.

- **Child Abuse:** Officers responded to a call of a domestic assault where a 2 ½ week infant was thrown to the ground. The mother admitted to using methamphetamine and marijuana during and after her pregnancy. The mother was arrested for 2nd degree felony child abuse, 2nd degree felony child endangerment, domestic violence while a child is present, and possession of drug paraphernalia. The father of the infant was arrested for 2nd degree felony child endangerment and domestic violence while a child present. DCFS responded and removed the infant and placed her into state custody. A blood draw warrant was drafted on both parents to show current drug use by the parents.

- **Domestic Assault:** On July 7, 2013, an officer was dispatched to 1520 S. US40 at the parking lot behind Horner's Market on a domestic assault. A female desired to report that her boyfriend had pushed her. Both of the subjects live together in a semi-trailer behind Horner's Market. When contact was made with the male suspect, officers noticed he had scratch marks on his face. It was discovered he was having a verbal altercation with the female about turning his cell phone off due to the fact that she is the one who had been paying for the phone for the past few months. The female subject was arrested and transported to jail.

- **Sex Offense:** We received a mandatory child abuse and neglect report from the Utah Division of Child & Family Services. The report stated the suspect disclosed that he was wrestling with the victim, who is a juvenile male. The alleged suspect took his pants down and then rubbed the victim's private area. The referent states that this occurred on two different occasions. The suspect is identified as a 15 year old male and the victim is identified as an 8 year old male. This case is currently under investigation.

- **Farmers Market:** Every Thursday the Chief has officers patrol the Heber City Park during the Farmers Market. We communicate with the public one on one and hope they become better acquainted with the officers in their community. The Chief has personally worked every Farmers Market since the beginning of the summer. Every first and third Thursday he arrives late due to council meeting. In the pictures below you will see a future HCPD Officer in the making. Thanks to Officer Segura for helping Cadet Furness live his dreams.


POLICE
301 SOUTH MAIN
HEBER CITY POLICE
PHONE: 654-3040
FAX: 654-3286
EMERGENCY: 911
AFTER HOURS CALL
654-1411

- **Crime Free Multi Housing Units:** Ramona Pace, with Heber City Code Enforcement, announced that the Liberty Station Apartment Complex at 404 W. 1080 S. in Heber City is the first apartment complex in the State of Utah to be a member of the National Government Housing Authority & HUD. This prevents any individuals who have a past criminal history from being eligible to apply for residency. Once Ramona brought this information to Dawnna Patten, the Property Manager at Liberty Station, she completed all the forms and then registered. This is a great program that will help keep our community safe and free from criminals living in our apartment complexes. Our Heber City Manager & Heber City Councilmen presented her with a certificate.

- **Aggravated Assault:** A report was made of a male assaulting another male behind the address at 1060 S. 900 W. with a pair of large channel locks. The victim was struck in the face. The intention of the suspect was to inflict serious bodily injury upon the victim. The suspect was placed under arrest for aggravated assault and transported to the Wasatch County Jail.

- **Gun Shot Wound:** Officers responded to a report of an accidental gun discharge where a male victim had been shot in the neck. Upon arrival officers rendered medical aid before medical units arrived. After the victim was secure in the ambulance, witnesses were separated and the scene was secured for further investigation. The victim will make a full recovery. Charges against the suspect are still pending.

- **Illegal Drugs:** An officer made contact with a pedestrian at 700 West 100 South. He identified the pedestrian by a Utah Driver License and asked for consent to search his person for contraband. He gave consent and the officer found a green leafy substance sealed in a cigarette plastic package in his front left pocket of his Levis. He was issued a criminal citation was released on class B misdemeanor citation.

- **Emergency Vehicle Operations:** Emergency Vehicle Operations or E.V.O. training courses are designed to give both new and experienced drivers practical knowledge and effective techniques to keep them safe on the road. Addressing everyday work scenarios and emergency situations alike, officers have to qualify in each situation, so they can be certified to keep themselves and our community safe. (Spike Strips, Obstacle Course, and P.I.T. Maneuvers.)

- **Business License Violation:** An Officer arrested five door to door Kirby Salesmen for not possessing the proper business licenses and permits. The salesmen wanted to clean the complainant's carpets at no charge. The complainant said she did not know them, and had not invited them to her house. All of salesmen were located and placed under arrest for violation city ordinances.

- **Burglary In Progress/Resisting Arrest:** Officers were dispatched to 1082 East 220 North in Heber City Utah, on a complaint of a male and a female entering individual's homes unlawfully. Upon arrival officers observed a male and a female leaving the property of the home at 913 East 220 North. Several neighbors were outside of their homes pointing at the couple saying, "That's them". When an officer told the couple to turn around and show their hands, both continued to ask why. A Wasatch County Sheriff's Deputy took hold of the male and turned him around and another officer took hold of the male's arm as they attempted to cuff him. The suspect would not give them his arm and continued to pull away. The officers took the male to the ground where they safely placed him into custody by placing him into handcuffs. A supervisor arrived and gave the couple their Miranda Rights; both parties stated they would like to have their lawyer present during any questioning by the officers. Both suspects were arrested and charged with multiple felonies. Later this same evening both of the couple's children were removed from them and placed into the custody of the State for their safety and well-being.

- **DUI & Warrant Arrest:** An officer made a traffic stop on a white Nissan Altima at 400 North Main Street. The driver had $6,000.00 in warrants and was also arrested for DUI metabolite (drugs), driving on suspension, revoked registration, no insurance, no license in possession, and speeding.

- **Assault**: Officers responded to 215 North Main Street, on a fight in progress. Upon arrival, both of the males that were involved in the fight had already left the area. During the investigation, officers found one of the subjects had been assaulted and punched in his face by another male while they were in the 7-11 parking lot. The suspect was later located in Kamas City. Officer Jones, with the assistance of Kamas P.D. and Summit County S.O. placed the suspect under arrest for simple assault and giving false information to an officer. The suspect had a statewide warrant that was issued out of the Wasatch County Justice Court that was served on him. The suspect was transported and booked into the Wasatch County Jail.

- **Kidnapping**: An officer met with a juvenile female and her mother at the police department regarding a kidnapping. They informed the officer that a 22 year old male had forced the victim into his vehicle against her will. The victim was currently dating the suspect during the incident. The victim stated that he had choked her with both hands. The victim had bruises on her neck. After further investigation, the suspect was placed under arrest and criminally charged with the kidnapping and other related charges. He was booked into the Wasatch County Jail. A search warrant was served on the suspect's place of residence to obtain further information that could lead to future additional charges.

- **Traffic School**: Heber City Police Department has an officer teach traffic school to inform the violators about the traffic laws and to educate them about the importance of driving a motor vehicle safely.

Total Incident Reports - 714

Part one Crime:

- **Criminal Homicides** **0**
- **Forcible Rape** **0**
- **Robbery** **0**
- **Burglaries** **5**
- **Theft** **8**
- **Vehicle Theft** **0**
- **Arson** **0**
- **Aggravated Assault** **2**

Assorted Calls for Service:

- **Agency Assist** 28
- **Alarms** 31
- **Assaults** 8
- **Child Abuse/Neglect** 8
- **Domestic Problems** 7
- **DUI Arrests** 7
- **Lockouts** 40
- **Parking Problems** 11
- **Traffic Accidents** 24
- **Warrant Arrests** 37
- **Traffic Violations** 526

- **85 Arrests with 170 Offenses**

Activity Report

To: Mayor & City Council

From: Monicia Echols

Subject: Building Dept. Activity Report

For The Month of: June 2013

CC: Mark Anderson

Building Department Permit Statistics:

*	Number of Permits issued:	27
	Single Family Dwellings	14
	Multi-family Dwellings	0
	Garages	0
	Residential Remodels	7
	Residential Misc.	1
	Commercial Buildings	
	Commercial Remodels	
	Commercial Misc.	5
	Total # of Dwelling units	6

Applications for Plan review:

*	Number of Plans Received:	26
	Residential	22
	Commercial	4
*	Number of Plans Reviewed:	17
	Residential	14
	Commercial	3

Significant Commercial Projects pending:

Café Rio @ 1100 South Main Street being reviewed

Commercial projects under construction:

Bullfrog Spa

Activity Report

To: Mayor & City Council

From: Monicia Echols

Subject: Building Dept. Activity Report

For The Month of: July 2013

CC: Mark Anderson

Building Department Permit Statistics:

- Number of Permits issued: 29
  Single Family Dwellings 17

  Multi-family Dwellings 0

  Garages 0

  Residential Remodels 3

  Residential Misc. 3

  Commercial Buildings 1

  Commercial Remodels 2

  Commercial Misc. 3

  Total # of Dwelling units 17

Applications for Plan review:

Number of Plans Received: 34
Residential 31

Commercial 3

* Number of Plans Reviewed: **34**
Residential 27
Commercial 7

Significant Commercial Projects pending:

Commercial projects under construction:

Mountain Valley R.V. Park, Cafe Rio

MEMORANDUM

To: Mayor and City Council

Cc: Mark Anderson

From: Karen Tozier

Subject: August Monthly Report

Date: August 29, 2013

- **Nathan Haack requests approval of the Haack Subdivision, a small subdivision located at approximately 850 East Center Street**

  The Commission unanimously recommended approval of the Haack Subdivision located at approximately 850 East Center Street contingent upon the Petitioner meeting all the requirements of the staff and city engineer and that they deed restrict the curb, gutter, and sidewalk.

  Planning requirements were as follows:
  1. A deed restriction be placed on the property requiring the property owner to pay for installation of curb, gutter, sidewalk, and asphalt improvements along the lot's street frontage at request of the city.
  2. The future home be situated so the front door faces Center Street and be setback at least 30 feet from the property line to the north.
  3. The driveway to the future home be constructed to meet the requirements of the fire code.
  4. Any home constructed on the property be required to connect to sewer when a sewer line is constructed within 300 feet of the property.

- **Haskell Homes requests Subdivision Final Approval for the Swift Creek Subdivision located south of Aspen Pointe Subdivision, north of Majestic Mountain Subdivision, west of Noble Visa Subdivision and Browning Estates approximately between 900 South to 1100 South and 800 East to 1000 East, located in the Southeast quarter of Section 5, Township 4 South, Range 5 East, SLB&M**

  The Commission unanimously recommended approval of the Swift Creek Subdivision conditional upon the final plat noting the irrigation easement will eventually be abandoned and the plat designate a trail easement connecting through Lot 5 from the canal trail to the street. Also included would be proper verbiage as approved by the city attorney in conjunction with adjoining land owners, with the Christensen property, and a proposed development for right to farm notation on the plat as well as agreement with the City

Engineer for limited disturbance fence during the course of construction to enable the existing farm fence to be maintained and usable. In addition to that the FEMA requirements be met as brought up by the City Engineer, and that the FEMA Flood Plain be addressed on the recorded plat for all affected lots.

- **Boyer Company requests approval of a single family home development located at Industrial Parkway and 1200 South**

Anthony Kohler reviewed information on numerous planning related topics such as project density, setbacks, open space, subdivision design, cul-de-sacs, planter strip width, etc. from his staff report and pointed out improvements that had been put in since Garbett Homes' development proposal of this property. One major change of note was the substantial decrease in density; this was a single family home project (5.7 units per acre) and Garbett Homes' project had consisted of townhomes at a density of 14.25 units per acre. There were also some changes to the way open space was being calculated by the developer, but Kohler had indicated that the ordinance did not appear to prohibit this. There were changes to the plans as far as pocket parks. Anthony Kohler indicated there should be discussion on parks; he related the Developer was not keen to establish an HOA and there was a question as to whether the City was going to be able to maintain a number of small pocket parks. The Developer was instead proposing a storm drain pond on the south of the project and a trail through the storm drain area as common open space. The Developer was also planning to phase the subdivision in two phases. Key concerns were the number of lots fronting and driveways emptying onto 600 West (Industrial Parkway).

The Commission discussed these issues at length. To address the concern of number of lots fronting and driveway access onto 600 West; they suggested that the density mirror what was on the west side of 600 West, the Alpine Meadows and Alpine Meadows 2 Subdivisions, and that density be greater closer to the Commercial portion of the Mixed Use Residential Commercial Zone (the east side). The Commission wanted the number of lots decreased from four to three on each side of the street perpendicular to 600 West (approximately 1200 South). They also requested that the Developer show the setbacks on each lot on the plat. As the product was being changed from townhomes to single family homes, the Commission indicated they no longer felt a long berm and landscaping along 600 West was necessary. Traffic, density, subdivision and road design, and the bypass road were all discussed at length. A decision was made for the petitioner to come back to Planning Commission with revised plans showing the changes to the plans as discussed.

- **Red Ledges requests Subdivision Final Approval for Red Ledges Subdivision Phase 2D, located in the Red Ledges Development in the vicinity of Red Ledges Blvd. The main entrance to the Red Ledges Development is at 1851 East Center Street (Lake Creek Drive)**

  The Commission unanimously recommended Subdivision Final Approval for Red Ledges Phase 2D located in Red Ledges Development in the vicinity of Red Ledges Boulevard and that it be conditional upon Lots 2, 4, and 7 being pushed back to meet 20 foot setbacks required and each of the lots being modified to meet the 16 foot building to building setbacks and the addresses be assigned to each lot on the final plat and that it meet all of the codes and staff and engineering requirements.

- **Consideration of proposed 4.014 acre Gardner Annexation at 2530 South Southfield Road for airport land owned by Heber City**

  The Commission unanimously recommended approval of the annexation of this property; the property should be zoned I-1 Industrial, consistent with the General Plan.