

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

**October 3, 2013**

**Work Meeting 6:30 p.m.**

**DISCUSSION ITEMS**

- (Tab A) Review Draft Letter Regarding the Ernie Giles Special Service District**
- (Tab B) Discuss Application for Community Impact Board (CIB) Loan for a Public Safety Building**
- Discuss John Zimmerman Impact Fee Matter (Majestic Mountain Subdivision)**
- Discuss Committee to Review Architect Proposals for the Public Safety Building**
- Discuss Request for City Provided Garbage Service at the Heber City Airport**
- (Tab C) Review Proposed Furniture Purchase for the Airport SRE Building Pilot Lounge**

**OTHER ITEMS AS NECESSARY**

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

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

Posted on September 26, 2013, in the Heber City Municipal Building located at 75 North Main, Wasatch County Building, Wasatch County Community Development Building, Wasatch County Library, on the Heber City Website at [www.ci.heber.ut.us](http://www.ci.heber.ut.us), and on the Utah Public Notice Website at <http://pmn.utah.gov>. Notice provided to the Wasatch Wave on September 26, 2013.

# Memo

To: Mayor and City Council  
From: Mark K. Anderson  
Date: 10/01/2013  
Re: City Council Agenda Items

---

## WORK MEETING

**Review Draft Letter Regarding the Ernie Giles Special Service District (Tab A):** Several months ago the Council chose not to offer sewer services to a lot owned by Ernie Giles on the north side of Highway 113. Since that time, Ernie has been successful in having the County Council amend the boundaries of the Ernie Giles Special Service District to include this parcel and service is again being requested. Bart Mumford has drafted the attached letter and has asked the City Council to review the letter before it is sent to make sure they are comfortable with the proposed conditions. (See enclosed draft letter and Agreement between Heber City and the Ernie Giles Special Service District)

**Discuss Application for Community Impact Board (CIB) Loan for a Public Safety Building (Tab B):** Today, staff submitted an application to the Community Impact Board (CIB) for loan funding for a Public Safety Building. At the last minute our financial advisor recommended we submit an application as the actual presentation before the CIB Board will not take place until December or January which will allow our selected architect to refine our proposed building plan/budget. The main motivation to submit an application now is because we expect that interest rates being offered by the CIB will likely increase consistent with other increases in bond rates that have been seen during the last six months. Enclosed is a copy of the application that has been submitted. If the Council is not supportive of the application or budget, the application can be withdrawn. The CIB prefers that applications be for \$5,000,000 or less, therefore we are not sure if they would be willing to fund an application for \$6,700,000. If not, the City will likely need to reduce the cost of the building and associated improvements. The City will also need to hold a public hearing to discuss how the City would fund approximately \$280,000 of annual debt service if the loan were granted.

**Discuss John Zimmerman Impact Fee Matter (Majestic Mountain Subdivision):** At the October 17<sup>th</sup> Council meeting, staff expects that John Zimmerman will come before the Council to ask the City to pay his water and sewer impact fee for his home located at 1070 South Mill Road. John had an existing home in the Majestic Mountain Subdivision and had

an agreement with the developer to pay his water and sewer impact fees. Unfortunately, the developer lost the subdivision to the bank and is no longer legally obligated to pay the Zimmerman impact fees. John believes the City should absorb the impact fees and staff has told him that this is not an item that the City would require in the subdivision bond agreement, nor is the City a party to the agreement. Because the City can't waive impact fees, the City would have to pay the impact fees to allow Mr. Zimmerman continued access to City utilities. Because Mr. Zimmerman's septic tank failed, he was allowed to connect onto the sewer anticipating that this issue would be resolved. To date, the issue has not been resolved and staff would like to get a final resolution of this issue. Water rights have been provided by the developer, but the impact fees for the utilities are as follows: Culinary Water \$2,435, Pressurized Irrigation \$653, Heber City Sewer \$1,242 and HVSSD Sewer \$3,290.

**Discuss Committee to Review Architect Proposals for the Public Safety Building:**

Proposals for architectural services are due on Wednesday, October 2<sup>nd</sup>. It is anticipated that Bart Mumford, David Booth and I will review the proposals to determine which firms will be interviewed. Staff is wanting to know which members of the City Council would be interested in participating the shortlisting process.

**Discuss Request for City Provided Garbage Service at the Heber City Airport:** The City has received a request from hangar owners to provide garbage service at the airport. Historically, the FBO has provided this service but found that some airport users abused this privilege and is no longer willing to allow their garbage cans to be used. The cost of providing this service is as follows:

- |  |               |                 |          |
|--|---------------|-----------------|----------|
| • 90 gal residential plastic container | \$16/month    | weekly pickup   | \$192/yr |
| • 4yd metal dumpster                   | \$37.50/month | biweekly pickup | \$450/yr |
| • 4yd metal dumpster                   | \$75/month    | weekly pickup   | \$900/yr |

The Airport Advisory Board is recommending the City provide this service. The City had not budgeted to provide this service. If provided, we would want the dumpster inside the airport gate to make it inaccessible to the public at large. This location may provide challenges for the County to collect the garbage.

**Review Proposed Furniture Purchase for the Airport SRE Building Pilot Lounge (Tab C):** The City has installed a key pad to access the pilots lounge in the SRE building to give afterhour access to the restroom. The City had budgeted \$500 to furnish the pilots lounge, but little can be done with this amount of money. I would recommend that we purchase the furniture shown in the attached quote from Heber Appliance and would recommend using \$500 of Manager discretionary funds to cover the shortfall.

# Tab A

October 3, 2013

Mr. Ernie Giles

Heber City, Utah 84032

**SUBJECT: ERNIE GILES SPECIAL SERVICE DISTRICT - 2<sup>nd</sup> CONNECTION**

Dear Ernie,

This letter is in response to the your request for a second residential connection to the City's sewer line on the east side of SR113, for property on the north side of SR113, and west of 1200 West.

We have reviewed the attached Ernie Giles Special Service District (EGSSD) agreement dated April 17, 1997 and the Wasatch County resolution approved July 3, 2013. It appears that you are entitled to connect to the City's sewer line for service. When the City entered into the agreement however, it contemplated a larger system, similar to the Twin Creeks SSD. All flow from the district would be collected, combined, and metered though a single connection prior to mixing with the City's wastewater. The agreement also outlined several resolutions that would be adopted by the SSD. We are not aware if any of these items have happened yet and if not we would like to know how and when they will be addressed. Some may not be practical for the second connection being requested, but there should be a plan of how these will be consolidated in the future.

Another concern is that the SSD may continue asking for additional individual connections to the City's outfall line to the treatment plant. This line is not intended to function as a regular collector line for single connections, and it may be operated at times in a manner that is complicated by these connections. We would like to know how individual connections will be addressed in the future if the SSD expands further.

To simplify the installation of the 2<sup>nd</sup> residential connection being requested, the City would allow it as a temporary connection to the closest City sewer manhole, at the EGSSD's expense, under the following conditions:

1. Connection design must be reviewed and approved by Heber City.

2. Any future connections or expansion of the EGSSD must be reviewed and approved by the City, and demonstrate that they transition into a larger EGSSD connection which meets the requirements outlined in the original agreement.
3. Impact fees, in the amount of 100% of the standard Heber City and HVSSD single family residential sewer charge, will be paid prior to making the individual connection.
4. Monthly service fees would be simplified and made consistent with other single sewer connections outside of Heber City, by charging 150% of the standard Heber City single family sewer rate.
5. All costs associated with the operation, maintenance, and repair of the residential connection, to the discharge point at the bottom of the City's manhole, be borne by the EGSSD.
6. EGSSD will operate the connection in accordance with the Heber City code, rules, and regulations.

If this is agreeable please have the authorized EGSSD Board representative sign on the line indicated below and return to the City. Then contact me to coordinate the physical connection.

I'd also be happy to visit with you further if you have additional questions. I can be contacted at (435) 657-7891.

Respectfully,

Bart L Mumford  
Heber City Engineer

Cc: Mark Anderson, City Manager  
David Phillips, Mayor

I agree to the conditions outlined above.

\_\_\_\_\_  
EGSSD, Representative

\_\_\_\_\_  
Date

## SEWAGE CONVEYANCE SERVICES CONTRACT

THIS AGREEMENT, made and entered into this 17<sup>th</sup> Day of April, 1997, by and between HEBER CITY, Wasatch County, Utah (the "City") and the ERNIE GILES SPECIAL SERVICE DISTRICT, Wasatch County, Utah, (the "District").

Witnesseth:

NOW THEREFORE, The City and the District hereby agree and covenant as follows:

### ARTICLE I

#### DEFINITIONS AND AUTHORITY

**Section 101.** Unless the context otherwise requires, the terms in this Section defined shall, for all purposes of the Agreement, have the meanings herein specified.

"Agreement" means this Sewage Conveyance Services Contract as amended and supplemented from time to time.

"City" means HEBER CITY, Wasatch County, Utah, a municipal corporation duly organized under the laws of the State of Utah.

"City Council" means the City Council of the City or any successor governing body of the City as provided by law.

"District" means the ERNIE GILES SPECIAL SERVICE DISTRICT, Wasatch County, Utah, a district wishing to convey sewage through the part of the City's sanitary system for its residents and visitors.

"Industrial Uses" means affluent containing chemicals, greases, and other hazardous or unapproved dilatorious substances requiring pretreatment.

"Sewage" means effluent generated by common households, commercial businesses, and industrial users not exceeding 200 mg/L of BOD and/or 215 mg/L of SS.

"System" means that portion of the City's sanitary sewer system, and all other improvements, facilities or property used in the conveyance of the District's sewage through the City's system to the wastewater treatment facilities of the HEBER VALLEY SPECIAL SERVICE DISTRICT.

"Unusual Discharges" means any effluent containing materials not heretofore defined.

**Section 102.** This Agreement is adopted pursuant to the provisions of the Utah Special Service District Act and Chapter 8 of Title 10, *Utah Code Annotated* (1953, as amended).

**Section 103.** This agreement is entered into for the purpose of providing for the sale by the City and the purchase by the District of sewage conveyance services provided by the City's system (a part of which the District is to construct) and to establish and define the rights and responsibilities of the City and the District with respect to operation, service and maintenance of the System.

## ARTICLE II

### SERVICES TO BE PROVIDED

**Section 201.** The City has constructed, and may cause to be added to, improved or extended from time to time and shall operate and maintain the System. The System shall at all times be operated and maintained in compliance with applicable State and Federal Collection requirements. The City shall at all times obtain and maintain all necessary licenses and permits required to operate and maintain the System and shall comply with all applicable laws and regulations.

**Section 202.** The City shall provide sewage conveyance service to the District in accordance with the terms and provision of this agreement. Should the capacity of the City's System west of Southfield Road be exceeded, the District shall continue to have access to the System on an equal basis with the City, based on the proportion taken from a comparison of a 5-year history of the volume and character of sewage discharged by the District until such line capacities are increased.

### **ARTICLE III**

#### **DISTRICT RESPONSIBLE**

**Section 301.** The District hereby acknowledges that it shall bear all costs of construction of all lines required to service the District including construction and inspections.

**Section 302.** The District hereby acknowledges that it shall bear any and all cost of all construction, operating, maintaining, and repairing its sewage collection system within the District and that the City shall not bear any costs or be responsible for constructing, operating, maintaining, adding to or improving said system of the District.

**Section 303.** The District shall be responsible to construct a measuring device capable of metering the District's flows. At this same location, a place for sampling effluent quality is to be provided. The design shall be approved by the City's engineer.

### **ARTICLE IV**

#### **INDUSTRIAL AND OTHER SPECIAL DISCHARGES**

**Section 401.** The City reserves the right to approve or disapprove the discharge of any

wastes other than domestic sewage to any sewer system which sends wastewater to the System. All industrial discharge of any wastes other than sanitary facility wastes shall require prior written approval of the HVSSD, shall comply with federal pre-treatment standards, and shall be subject to special charges as determined by the City. Discharges of unusual wastes from other sources shall also be subject to prior written approval of the City.

**Section 402.** Special permits granted for industrial or other unusual discharges may be revoked by the City upon ninety (90) days notice from the City to the District, if, as determined by the City, the discharge results in excessive operational problems or constitutes an unexpectedly large threat to the integrity of the System, which cannot be recompensed by increasing the special charge. Any discharges after such ninety (90) day period shall be considered unapproved and shall be subject to the conditions above stated.

## ARTICLE V

### COST OF SERVICES AND PAYMENT

**Section 501.** The District hereby agrees to promptly pay all charges which are assessed by the City in accordance with this Agreement.

**Section 502.** The District shall be billed monthly or at such greater time intervals as shall be determined by the City. In no event shall the City bill the District less frequently than annually. Such amount so billed shall be due and payable within thirty (30) days after the date of the billing.

**Section 503.** Special charges for wastes other than sewage shall include, without limitation, any costs of operation and maintenance occasioned by the character of such wastes and any damages to the System or Heber Valley Special Service District's Treatment System, or any fines or other penalties or costs resulting from loss of proper operations of the System or Heber

Valley Special Service District's Treatment System due to the unapproved discharge within the District.

**Section 504.** The City shall provide that sufficient revenue is generated to pay all costs for the operation and maintenance of the System. The costs shall be distributed to all users of the System in proportion to each user's contribution to the total loading of the System. Factors such as strength (BOD and TSS), volume, and delivery flow characteristics shall be considered and included as the basis for the user's contribution to ensure a proportional distribution of operation and maintenance costs to each user or user class.

**Section 505.** The City shall determine the total annual costs of operation and maintenance of the System which are necessary to maintain the capacity and performance for which such works were designed and constructed. The total annual cost of operation and maintenance shall include, but is not limited to, amounts paid by the City for improvement, repair, replacement or for the acquisition of any type of equipment related to the System, for salaries and wages, employees' health, hospitalization, pension and retirement expenses, fees for services, materials and supplies, rents, administrative and general expenses, insurance expenses, for legal, engineering, accounting and financial advisory fees and expenses and costs of other consulting and technical services, training of personnel, taxes, payments in lieu of taxes and other governmental charges imposed by any entity other than the City, fuel costs, payments for the purchase of water for use in connection with the construction and operation of the System, costs of utilities services and other auxiliary services, and any other current expenses or obligations required to be paid by the City under the provisions of any bond resolution or indenture or by law, all to the extent properly allocable to the System. For purposes of this Article V, the City shall include in its costs of operation and maintenance charged to the District and other users of the System, all costs

imposed on the City by any bond resolution or indenture, including, without limitation, all costs of debt service and payments or deposits for reserve funds in connection with any bonds or other obligations of the City and all costs necessary to comply with the covenants and obligations of the City contained in such bond resolutions or indentures related to the system. The City will bill these costs to the District annually on a per linear foot basis taking into consideration the percentage of capacity reserved for the City within lines used by the District. To the extent that debt service of the City is actually paid from the proceeds of taxes actually levied and collected by the City on all taxable property in the boundaries of the City, such debt service shall be excluded for purposes of determining charges to the District for System services.

**Section 506.** In determining the proportion the District wastewater contribution, the City shall measure and take into accounts the following:

1. The District's monthly volume of wastewater.
2. The District's monthly poundage of 5-day 20 degree centigrade Biochemical Oxygen Demand (BOD) which has been discharged to the System.
3. The District's monthly Suspended Solids (SS) poundage which has been discharged to the System.

**Section 507.** The City shall review the total annual cost of operation and maintenance as well as each user's wastewater contribution on an annual basis and shall revise the service charges as necessary to assure equity of the service charges assessed to the District and other users, and to assure that sufficient funds are obtained to adequately operate and maintain the System, including payment of the debt of the City. The Districts portion of the City's debt shall be calculated using the following formula:  $(\text{District ERC's} / \text{City \& District ERC's}) \times \text{City debt payment to Heber}$

Valley Special Service District) See attached amortization schedule. The number of ERC's within each system will be determined on October 31 of each year and will be the basis to determine the allocation of the following years debt payment. Payments of Debt to the City are to be made ten (10) days prior to their due date.

**Section 508.** The District will be charged a certain amount for each one thousand (1,000) gallons of wastewater, plus a certain amount per pound of Biochemical Oxygen Demand and a certain amount per pound of Suspended Solids, to be determined by the City, taking into account the factors herein mentioned. The rates shall be re-established annually, or more frequently if so determined by the City.

**Section 509.** The District covenants and agrees to impose rates and charges on its sewer customers, or if necessary levy such property tax, in amounts sufficient to make all payments called for under this Article V and to properly operate and maintain, at its own expense, its sewer collection system.

**Section 510.** The District shall provide for mandatory hookup where its sewer collection system is reasonably available and feasible within 300 feet of any building used for human occupancy and will make a reasonable charge for the use thereof and shall enact all ordinances and make all necessary amendments to ordinances necessary for it to do so; *provided*, that single family dwellings and buildings or structures accessory thereto, existing and connected to an approved private sewage disposal system prior to the time of connecting the premises to public sewer may, when no hazard, nuisance or insanitary conditions is evidenced and written permission has been obtained from the District, remain connected to such properly maintained private sewage disposal system when there is insufficient grade or fall to permit drainage to the sewer by gravity.

**Section 511.** The District is obligated to pay for conveyance services and flow charges actually rendered to it during the month or other longer service period for which it is to receive a bill.

## **ARTICLE VI**

### **REPRESENTATIONS OF DISTRICT**

**Section 601.** The District hereby warrants and represents that (a) its existing indebtedness for all purposes does not exceed the limit provided in Article XIV, Section 4, of the Constitution of the State of Utah, (b) it has the power to enter into this Agreement and all necessary action has been taken by the District to authorize the execution and delivery of this Agreement, and (c) this Agreement does not conflict with and the execution and performance by the District hereof will not constitute a breach of or a default under any contract, lease, court order, administrative rule, regulation or law to which the City or its properties or either of them are subject or by which it is bound.

## **ARTICLE VII**

### **DISTRICT REQUIRED TO ENACT RESOLUTIONS**

#### **AND ADOPT ICR RESOLUTION**

**Section 701.** The District has adopted and shall maintain in effect, an Industrial Cost Recovery Resolution in accordance with Title 40 CFR 35.

**Section 702.** The District has enacted and shall maintain in effect an ordinance regulations use of the District's sewer system in accordance with Title 40, CFR 35.

**Section 703.** The District has enacted and shall maintain in effect a sewer service charge in accordance with title 40 CFR 35.

**Section 704.** The District shall adopt an industrial pretreatment ordinance regulating the introduction of industrial wastes into the System. Such ordinances shall include all provisions required by Federal or State laws or regulations relating to pretreatment of industrial waste.

**Section 705.** The District shall enforce and shall bear the cost of enforcing its ordinances and any statutes, rules or regulations relating to use of the City's sewage collection system.

### **ARTICLE VIII**

#### **MAINTENANCE OF DISTRICT REVENUES**

**Section 801.** The City shall, upon request of the District, make available its books and records for inspection by the duly authorized agent of the District.

### **ARTICLE IX**

#### **FORCE MAJEURE**

**Section 901.** If, by reason of *Force Majeure*, the City shall be unable in whole or in part to perform its obligations hereunder, the city shall not be deemed in default during the continuance of such inability and shall not incur any liability or its failure to perform its obligations hereunder. The City shall use its best efforts to remedy with all reasonable dispatch the cause or causes preventing it from performing such obligations; provided, however, the settlement of strikes, lockouts, and other industrial disturbances shall be entirely within the discretion of the City, and it shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is in its judgment unfavorable to it. "*Force Majeure*" means, without limitation, the following: acts of God; strikes, lockouts or the other industrial disturbances; acts of public enemies; orders or

restraints of any kind of the government of the United States of America or of the State of Utah or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accidents to machinery, transmission pipes or canals from a cause not reasonably within the control of the City; or any other cause or event not reasonably within the control of the City.

## **ARTICLE X**

### **THIRD PARTY CLAIMS**

**Section 1001.** This Agreement is not intended to be a third party beneficiary contract for the benefit of the retail customers of the District and no such third party shall have any cause of action against the City for failure by the City to take and receive sewage as provided for herein or for any breach of default by the City hereunder. In addition, no such third party shall have any rights hereunder which would in any way restrict the right of the City and the District to modify or terminate this Agreement at any time or in any manner. To the extent that the District has any legal duty and authority to defend or indemnify the City against any claims of the Districts customers, retail, or residential, it shall do so. It is expressly understood and agreed that such duty does not extend to any activities of the City not directly related to the sewage conveyance of wastewater and sewage, e.g., claims resulting from automobile accidents involving district equipment, etc.

## **ARTICLE XI**

### **MAINTENANCE OF DISTRICT REVENUES**

**Section 1101.** The District, so far as it legally may, covenants and agrees that, during the

term of this Agreement (a) it will not grant a franchise for the operation of any competing sewer system within its boundaries until termination of this Agreement in accordance with Article X hereof, (b) it will not itself create a sewage treatment system and (c) it will maintain its corporate identity and shall make no attempt to cause its corporate existence to be abolished.

## **ARTICLE XII**

### **DEFAULT**

**Section 1201.** In the event the District defaults in the payment of any charges or fees arising hereunder and such default remains uncured to thirty (30) days after District's receipt of written notice of such default, the City, in its sole discretion, may withhold the delivery of sewage conveyance services hereunder until all such delinquencies have been cured.

**Section 1202.** In the event of any default in the performance of any obligation hereunder or any breach of any term hereunder by a party, the other party shall be entitled, in addition to any other remedy which may be available hereunder or under applicable law, to recover from the defaulting party its costs incurred in enforcing its rights hereunder or seeking damages for any breach hereof, including reasonable attorney's fees, whether such costs are incurred through litigation or otherwise.

**Section 1203.** The remedies available in this Article shall be cumulative and in addition to any other remedies which may be available hereunder or under applicable law, and no election by either party or exercise, modify or waive any remedy on any occasion shall be deemed to be an election to exercise, modify or waive the same or any other remedy on any other occasion.

**ARTICLE XIII**

**TERMINATION**

**Section 1301.** Unless hereafter modified in a writing signed by all parties hereto, this Agreement shall have and be for a term of twenty-five (25) years from the date of its execution by the parties hereto.

**ARTICLE XIV**

**ASSIGNMENT**

**Section 1401.** Neither the City nor the District shall transfer or assign any of the rights or delegate any of the duties of this Agreement without prior written consent of the other.

**ARTICLE XV**

**COMPLETE AGREEMENT; MODIFICATION**

**Section 1501.** This agreement constitutes the full and complete agreement by and between the parties as to the matters covered hereby, and supersedes all prior oral or written agreements, representations, conversations or understandings of the parties.

**Section 1502.** The terms of this Agreement shall not be altered, amended or modified, except by written agreement of the parties hereto. Such modification of amendment shall be duly filed with the City Recorder and with the District.

**ARTICLE XVI**

**SEVERABILITY**

**Section 1601.** It is hereby declared that all parts of the Agreement are severable, and if any section, paragraph, clause or provision of the Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining sections, paragraphs, clauses or provisions of this Agreement.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed the day and year first above written.

**HEBER CITY**

BY Scott W. Wiegelt  
Mayor

ATTEST:

Brent R. Titcomb

[SEAL]



**ERNIE GILES SPECIAL  
SERVICE DISTRICT**

BY [Signature]  
Chairman

COUNTERSIGN AND ATTEST:

Mark K. Anderson  
City Recorder

[SEAL]

**A RESOLUTION ANNEXING CERTAIN LOT(S) INTO THE ERNIE GILES SPECIAL SERVICE DISTRICT**

**RESOLUTION NO. 2013-10**

**WHEREAS**, the Ernie Giles Special Service District is a county special service district established by the Board of County Commissioners of Wasatch County, Utah pursuant to the provisions of U.C.A.17D-1 et. seq. as amended and,

**WHEREAS**, the Ernie Giles Special Service District was created to provide waste water collection services within the District; and

**WHEREAS**, the County Legislative Body of Wasatch County, has proposed to annex certain property at the request from the proposed annexed property owner; and

**WHEREAS**, the owner of the property proposed to be annexed into the district has made a verbal petition to the County Legislative Body of Wasatch County during a public meeting, requesting that the property be annexed into the district which legal description of land proposed to be annexed is attached hereto as Exhibit A to this resolution, and;

**WHEREAS**, pursuant to U. C. A. 17D-1-402 because all of the owners of the property proposed to be annexed into the district have requested to the County Legislative Body requesting that their property be annexed, the County is not required to comply with the notice, public hearing, or protest requirements in order to proceed with the proposed annexation; and

**WHEREAS**, the County Legislative Body of Wasatch County, Utah has determined annexing the property described in Exhibit A attached hereto is in the best interest of the property owner and in the best interest of the District and such annexation is lawful and appropriate; and

**NOW, THEREFORE**, be it hereby resolved by the County Legislative Body of Wasatch County, as follows:

1. The Council finds that, pursuant to U.C.A. 17D-1-402, because all of the owners of the property proposed to be annexed into the district have requested the annexation to the Legislative Body, requesting that their property be annexed to the district, the County was not required to comply with the notice, public hearing, or protest requirements of U.C.A. 17D-1-205 through 207.

2. The territory set forth specifically in Exhibit A to this resolution, which is incorporated herein as though fully set forth, is hereby annexed to the Ernie Giles Special Service District.

3. The services which may be provided within the areas annexed herein to the service district are all of the services which may be provided to any other properties in the Ernie Giles Special Service District.

4. That the County will file with the Lieutenant Governor within sixty (60) days of the adoption of this resolution a notification of the annexation of these territories to the Ernie Giles Special Service District.

5. That all acts and resolutions in conflict with this resolution or any part thereof are hereby repealed.

6. That this resolution shall take immediate effect upon its adoption and approval.

ADOPTED AND APPROVED this 3rd day July, 2013.

  
Jay Price, Chairman

  
Brent R. Titcomb, Wasatch County Clerk  
Attest: s/



BEGINNING at a point 17.50 chains West and 2.50 chains South from the Northeast corner of Section 1, Township 4 South, Range 4 East, Salt Lake Base and Meridian, and running thence South 20.50 chains; thence West 3.54 chains; thence North 9.75 chains; thence East 1.29 chains; thence North 10.75 chains; thence East 2.25 chains to the point of beginning.

ALSO, BEGINNING 19.75 chains West and 2.50 chains South of the Northeast corner of Section 1, Township 4 South, Range 4 East, Salt Lake Base and Meridian, and running thence West 2.75 chains; thence South 10.5 chains; thence West 5 chains; thence South 10 chains; thence East 6.46 chains; thence North 9.75 chains; thence East 1.29 chains; thence North 10.75 chains to the point of beginning.

TOGETHER with all improvements thereon and appurtenances thereunto belonging.

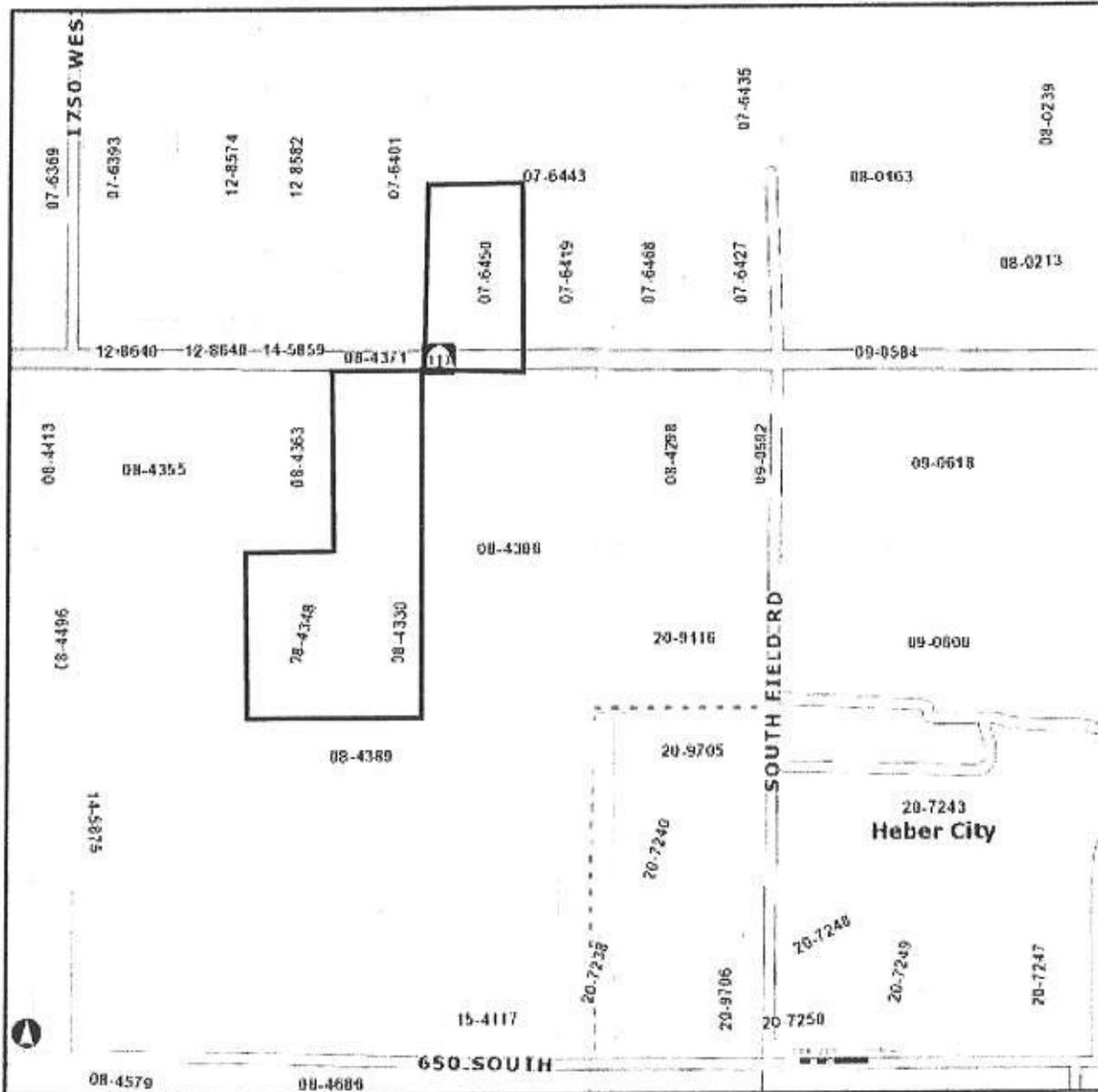
SUBJECT to easements, restrictions, reservations and rights of way appearing of record.

BEGINNING at a point 12.08 chains West from the Southeast corner of Section 36, in Township 3 South of Range 4 East of the Salt Lake Meridian; and running thence South 2.50 chains; thence West 5.17 chains; thence North 2.50 chains; thence North 0°48' East 7.69 chains; thence South 89°12' East 5.17 chains; thence South 0°48' West 7.62 chains to the place of beginning.

Subject to and reserving therefrom however a strip two rods in width along the South end of said tract of land occupied and used for County Road, leaving the net area hereby conveyed.

Ernie Giles Special Service District

# Wasatch County Base Map



- Road Center Line 3
- State and Federal
- Collector
- Local
- Water Body
- Parcel
- Municipal
- Land Administration

### Disclaimer

The boundary lines shown here have been generated for the internal use of Wasatch County and should only be used for general reference purposes.

Questions concerning ownership boundary locations should be directed to a title company, attorney, or licensed land surveyor. Wasatch County makes no warranty as to the accuracy or usefulness of this information. The end user of this information assumes all responsibility concerning this information's appropriate use.

# **Tab B**

*Utah Department of Community & Culture  
Division of Housing & Community Development*



***PERMANENT COMMUNITY IMPACT FUND BOARD***

***PROGRAM DESCRIPTION  
&  
APPLICATION FORM  
(revised March 2013)***

***Permanent Community Impact Fund Board  
140 East 300 South - 4th Floor  
Salt Lake City, Utah 84111  
(801) 526-9392 Office  
(801) 526-9435 Fax***

# PERMANENT COMMUNITY IMPACT FUND BOARD

## APPLICATION FORM

(Revised March 2013)

### PART A. GENERAL INFORMATION

#### Project Title

Heber City Public Safety Building

#### 1. Applicant Agency

Name: Heber City Corporation

Mailing Address: 75 North Main Street

City: Heber City

County: Wasatch

Zip: 84032

**Contact Person** (Must be with the applicant agency and registered in WebGrants, see page 6)

Name: Anthony L. Kohler

Phone: 435-654-4830 FAX: 435-657-2543

Email: tkohler@ci.heber.ut.us

**Federal Tax Identification Number:** 87-6000232

#### 2. Presiding Official

Name and Title: Mayor David Phillips

Email: dphillips@ci.heber.ut.us

#### 3. Clerk/Recorder

Name and Title: Michelle Kellogg, City Recorder

Email: mkellogg@ci.heber.ut.us

#### 4. Engineer/Architect

Name: TBD

Mailing Address: TBD

City: TBD

Zip: TBD

Phone: TBD

FAX: TBD

Email: TBD

#### 5. Bond Counsel

Name: Ballard Spahr LLP

Address: 201 S. Main St. Ste. 800

City: Salt Lake City

Zip: 84032

Phone: 801-531-3000

FAX: 801-531-3000

Email: larsen@ballardspahr.com

**PART B. PROPOSED FUNDING**

**1. Cost Sharing.**

<u>Funding Source</u>	<u>Cost Share</u>
a. _____ Applicant Cash	\$1,082,585
b. _____ Applicant In-kind (specify)**	\$0
c. _____ Other Local Cash (specify)	\$0
d. _____ Other Local In-kind (specify)**	\$0
e. _____ Federal Grant (specify)	\$0
f. _____ Federal Loan (specify)	\$0
g. _____ State Grant (specify)	\$0
h. _____ State Loan (specify)	\$0
i. _____ Total CIB Funds (total of lines 2a & 2b below)	\$6,700,000
<b>Total Project Cost</b>	<b>\$7,782,585</b>

**Note: The CIB has limited its total participation in any given project to a maximum of \$5,000,000.00 regardless of grant/loan mix.**

**2. Type of CIB Funds Requested.**

a. **Loan Amount:** \$ 6,700,000 % Rate: 1.5 Years: 30 1st Payment Due: 2015

Security for Loan: (circle one)

1. General Obligation Bond
2. Revenue Bond (specify revenue source): Sales Tax Revenue Bond
3. Building Authority Lease Revenue Bond (specify lessee): N/A
4. Class B & C Road Fund Revenue Bond: N/A
5. Other (specify): N/A

b. **Grant Amount:** \$ N/A

**3. Cost Over-runs.**

**All applicants must indicate how they propose to finance cost over-runs for the proposed project.**

General Fund Surplus of \$924,425 (14.3% of annual budget)

**\*\* In-kind funds cannot be included as part of the local contribution, unless the in-kind has a demonstrable value, such as real property. Donated labor or staff time cannot be counted as either cash or in-kind contribution.**

**PART C. PROJECT BUDGET**

DATE COST ESTIMATES FOR PROJECT WERE PREPARED September 30, 2013

INDIVIDUAL OR FIRM RESPONSIBLE FOR COST ESTIMATES Anthony L. Kohler

**1. Construction** (specify quantity & unit price)

1. Demolition (26,000 sf @ \$15.00/sf)	\$ 390,000
2. Building (22,000 sf @ \$175/sf)	\$ 4,162,000
3. Park & Landscape (120,670 sf @ \$6.37sf)	\$ 768,350
4. Sidewalk, street, curb (LS)	\$ 92,000
5. Impact fees	\$ 26,000
6. Power burial (1,000 lf @ \$125/lf)	\$ 125,000
7. Construction Contingency <u>General Fund Surplus</u>	\$ 608,735

**Construction Sub-Total: \$ 6,172,085**

**2. Engineering Services**

**Basic Engineering Services:** \$ 365,241  
(Preliminary studies, layouts, cost estimates, design drawings, specifications & contract documents, basic representation during construction)

**Special engineering services:** \$ 645,259  
(Soils investigations, land surveys, full time construction inspection, environmental assessments, preparation of O & M manuals, water rights investigations, other special investigations)

**Engineering Services Sub-total: \$ 1,010,500**

**3. Planning or Feasibility Studies**

**Planning or Feasibility Studies Sub-total: \$ 0**

**4. Land/Easements/Water Rights**

**Land/Easements/Water Rights Sub-total: \$ 0**

**5. Equipment & Facilities**

**Equipment & Facilities Sub-total: \$ 550,000**

**6. Administration**

Administration: \$ 0

Legal: \$ 25,000

Financial Consultant: \$ 25,000

**Administration Sub-total: \$ 50,000**

**TOTAL PROJECT COST: \$ 7,782,585**

**PART D. APPLICANT AGENCY FINANCIAL INFORMATION**

1. Current Year Total Budget: \$ 15,625,287
2. Current Year General Fund Budget: \$ 5,626,400
3. Current and Prior Four Years Property Tax:

Year	Property Tax Rate	\$ Collected
2013-2014	TBD	\$770,000 anticipated
2012-2013	0.001115	\$760,000
2011-2012	0.001022	\$737,659
2010-2011	0.000961	\$717,191
2009-2010	0.000802	\$670,552

**4. General Obligation (G.O.) Debt Structure.**

- a. Assessed Valuation: \$ 748,097,369
- b. G.O. Debt Capacity:\* \$ 29,923,895
- c. Outstanding G.O. Debt: \$ 0
- d. Remaining G.O. Debt Capacity (b-c=d): \$ 29,923,895

\* County G.O. debt limit is 2.0% of assessed value. City, town and school district G.O. debt limit is 4.0% of assessed value. Cities of the first and second class may incur an additional 4.0% in G.O. debt for water, artificial lights or sewers. Cities of the third class and towns may incur an additional 8.0% in G.O. debt for water, artificial lights or sewers.

**5. Bonded Debt Summary.**

Bonded debt information must be submitted in the format shown on Page 5. The submission of bonded debt information in an alternative format will not be accepted, since it precludes easy reference to the actual debt structure of applicant agencies. Please attach additional pages in the same format if there are insufficient columns on a Page 5 to list all bonded debt issues.

**Bonded Debt Summary** (attach additional sheets as necessary)

BOND ISSUE	BOND ISSUE	BOND ISSUE
PURPOSE: <u>Road Improvements</u>	PURPOSE: _____	PURPOSE: _____
\$ Issued: <u>\$1,400,000</u>	\$ Issued: _____	\$ Issued: _____
Interest Rate: <u>1.27%-2.12%</u>	Interest Rate: _____	Interest Rate: _____
Date Issued: <u>October 18, 2011</u>	Date Issued: _____	Date Issued: _____
Due Date: <u>October 15, 2016</u>	Due Date: _____	Due Date: _____
Bond Holder: <u>Bank of American</u>	Bond Holder: _____	Bond Holder: _____

Annual Debt Service (P+I)		Annual Debt Service (P+I)		Annual Debt Service (P+I)	
Year	\$ Amount	Year	\$ Amount	Year	\$ Amount
current	<u>\$295,201.10</u>	current	_____	current	_____
+1	<u>\$294,337.10</u>	+1	_____	+1	_____
+2	<u>\$295,068.40</u>	+2	_____	+2	_____
+3	<u>\$295,126.80</u>	+3	_____	+3	_____
+4	_____	+4	_____	+4	_____
+5	_____	+5	_____	+5	_____
+6	_____	+6	_____	+6	_____
+7	_____	+7	_____	+7	_____
+8	_____	+8	_____	+8	_____
+9	_____	+9	_____	+9	_____
+10	_____	+10	_____	+10	_____
+11	_____	+11	_____	+11	_____
+12	_____	+12	_____	+12	_____
+13	_____	+13	_____	+13	_____
+14	_____	+14	_____	+14	_____
+15	_____	+15	_____	+15	_____
+16	_____	+16	_____	+16	_____
+17	_____	+17	_____	+17	_____
+18	_____	+18	_____	+18	_____
+19	_____	+19	_____	+19	_____
+20	_____	+20	_____	+20	_____

(attach additional sheets as necessary)

**PART E. PRE-SUBMISSION ATTACHMENT CHECKLIST**

All applicants must meet all the requirements of PART E. Incomplete applications will be held pending completion of the PART E. requirements.

**1. Registration**

To be eligible for funding, the applicant **must** register through WebGrants (<http://webgrants.community.utah.gov>). Once approved, the applicant will receive an email with their login ID and password. *Note: Please register one time only. If you are submitting an application for another project and already have a login and password, you do not need to register again.*

**2. Project Description.**

Attach as Attachment #1. This description should cover the following areas:

**WHO** - A description of the applicant agency including of the problem, situation, condition or need to be addressed by the proposed project. The description should cover the number of persons, land area, governmental facilities, services or operations impacted by the problem.

**WHAT** - A description of the proposed project including size, location, development timetable, etc. Include explanation of projected benefits and alternatives considered. **Attach 8½ x 11 maps, floor plans, site plans, etc. as Attachment #2.**

**WHY** - A description of why the applicant agency requires CIB financial assistance and what effect *not* receiving the requested financial assistance will have on the proposed project.

**3. Consolidated Local Capital Improvement List.**

Attach the current consolidated capital improvement list as **Attachment #3.**

Projects not identified on the Capital Improvement List of the Housing & Community Development Division will not be funded by the CIB, unless they address a bona fide public safety or health emergency, or for other compelling reasons.

**4. Public Hearing.**

Attach a copy of the public notice and transcript or minutes of the hearing as **Attachment #4.**

**5. Association of Governments Notification.**

Provide a copy application to the AOG & attach required AOG review & comments as **Attachment #5.**

**6. Affordable Housing Plan.**

Attach a brief summary of the applicant's efforts to comply with the requirements of Section 10-9a-403 UCA (municipalities) and Section 17-27a-403 UCA (counties) as **Attachment #6.**

**7. Water & Sewer Applications require a Department of Environmental Quality Review**

The CIB and the Utah Department of Environmental Quality (DEQ) have entered into an agreement by which DEQ staff act as technical advisors to the CIB on drinking water and waste water projects. All applicants for proposed drinking water and waste water projects must provide sufficient technical information to DEQ to permit detailed technical review of the project. Please refer to the Drinking Water & Waste Water Project Supplement to this application form.

**8. Road & Street Applications**

Street and Road addendum must be completed and submitted to the CIB with all street/road applications.

**9. Construction & Excavation Applications**

Applications which include building, altering or disturbing properties fifty (50) years of age or older, or which may include new site excavation shall include photograph, address and map of the proposed project.

**PART F. SIGNATURE**

David Phillips , the Mayor

I, (typed name) (typed title)

of Heber City Corporation

(typed name of applicant agency)

do hereby certify the information presented in this application is accurate and correct to the best of my best knowledge and this application has been authorized by the applicant agency.

(signature) -6- (date)

# Heber City Public Safety Building

---

## ATTACHMENT 1

### PROJECT DESCRIPTION

The Heber City Justice Court currently resides at 75 North Main Street in City Hall, sharing the court chambers and conference room with the City Council and City Administrative offices. Evaluations of the facilities indicate they do not meet the security needs and functionality requirements for a secure modern Justice Court. The use intensity of the Justice Court exceeds the availability of limited space within the City Hall and competes with the needs of other city administrative offices.

The Police Department resides at 301 South Main Street within the old Central School. The building has fallen into disrepair, despite modest efforts each year by the city to keep it functional. The building lacks the security and functionality needed by the Police Department to operate effectively and efficiently. The building has flat roof design within the 1950s addition. Inadequate roof truss designs in the unoccupied original 1920s portion of the building require the continuous use of heaters in the winter months to keep the building from collapsing. The building serves as a makeshift Emergency Operation Center (EOC), but its ability to withstand catastrophic events is questionable, as the building is not fire sprinkled or constructed to withstand seismic events.

The Heber City Public Safety Building will involve the construction of an approximate 22,000 square foot building at 301 South Main Street in Heber City, Utah to house both the Heber City Justice Court and the Heber City Police Department. Heber City Corporation owns the entirety of the block which dimensions are 330 feet by 399 feet, just over 3 acres, and the building will be owned and operated by Heber City Corporation. The proposed building will be comprised of 2 stories with a basement/secured under-building parking.

The City has calculated the anticipated impact fees required for the new building. Credits for water rights and impact fees are available from the existing building, but the new building will exceed the impact of the elementary school use both for water rights and impact fees. The city has determined impact fees will be approximately \$26,000 for transportation and irrigation. Approximately 0.64 acre-feet of water rights will be required for the new building. This amount of water would cost approximately \$4,800 at \$7,500 per acre-foot. The city currently owns adequate water rights to cover this need.

In 2008-2009, Heber City hired GSBS Architects to conduct a needs assessment, develop conceptual floor plan layouts, and identify an approximate budget. The anticipated cost at that time was just over \$5 million. The building will likely be a construction type Business B, either Class 1A, 1B, 11A, 11B, or 111A. Current cost estimates for this type of construction including all site improvements and fees are just under \$7.8 million. The increase in cost from the 2008 estimate is a result of including street and powerline improvements, equipment and furnishings, contingency, impact fees and design and

inspection fees, which were not included in the previous cost estimate. The updated cost estimate was produced by the City's Planning Director, Anthony Kohler in consultation with industry professionals, including Jim Child of JRCA Architects, Brian Balls of Summit Engineering, Don Kattelman of Utah Testing and Engineering, Wes Greenhalgh, Heber City Building Official, Cathy Riley and Bart Mumford of Heber City Engineering, and Harold Wilson of Heber Light & Power. The City is currently in the process of engaging an engineering and architectural firm for developing final construction drawings for the proposed site, with anticipated construction beginning in July 2014.

Heber City currently has a population just over 12,000. Population projections by the State of Utah and Mountainlands Association of Governments indicate the city will have a population of 15,387 by 2020 and a population of 19,243 by 2030. This population growth will continue to place pressures on the City's limited space resources for all departments including the police and court, and the proposed building will assist in alleviating that pressure.

The Police Department currently has 19 personnel. Projections by GSBS Architects identified a need for 27 police personnel at a population of 15,000, occurring in only 7 years. In 17 years, 34 police personnel will be needed when the population reaches 20,000. The Justice Court currently has two Court Clerks, one Judge, and one attorney. The City Attorney has private offices at a non-city location. GSBS Architects indicate an additional 7 personnel will be needed when the city's population reaches 15,000 in the year 2020. No additional court personnel would be needed beyond the 15,000 population. At maximum capacity in 2030, the proposed Public Safety Building would include 41 employees and serve a community population of 20,000.

Between the Justice Court and Police Department, space for an additional 11 employees will be needed within 7 years. The continued future population growth in the region not only places pressure on these departments, but other city departments that currently share space with the court and police. Construction of a Public Safety Building in the near future is vital to maintain an adequate level of city service, to decrease pressure on other departments, and to be able to continue have a functional Emergency Operation Center (EOC) during emergencies.

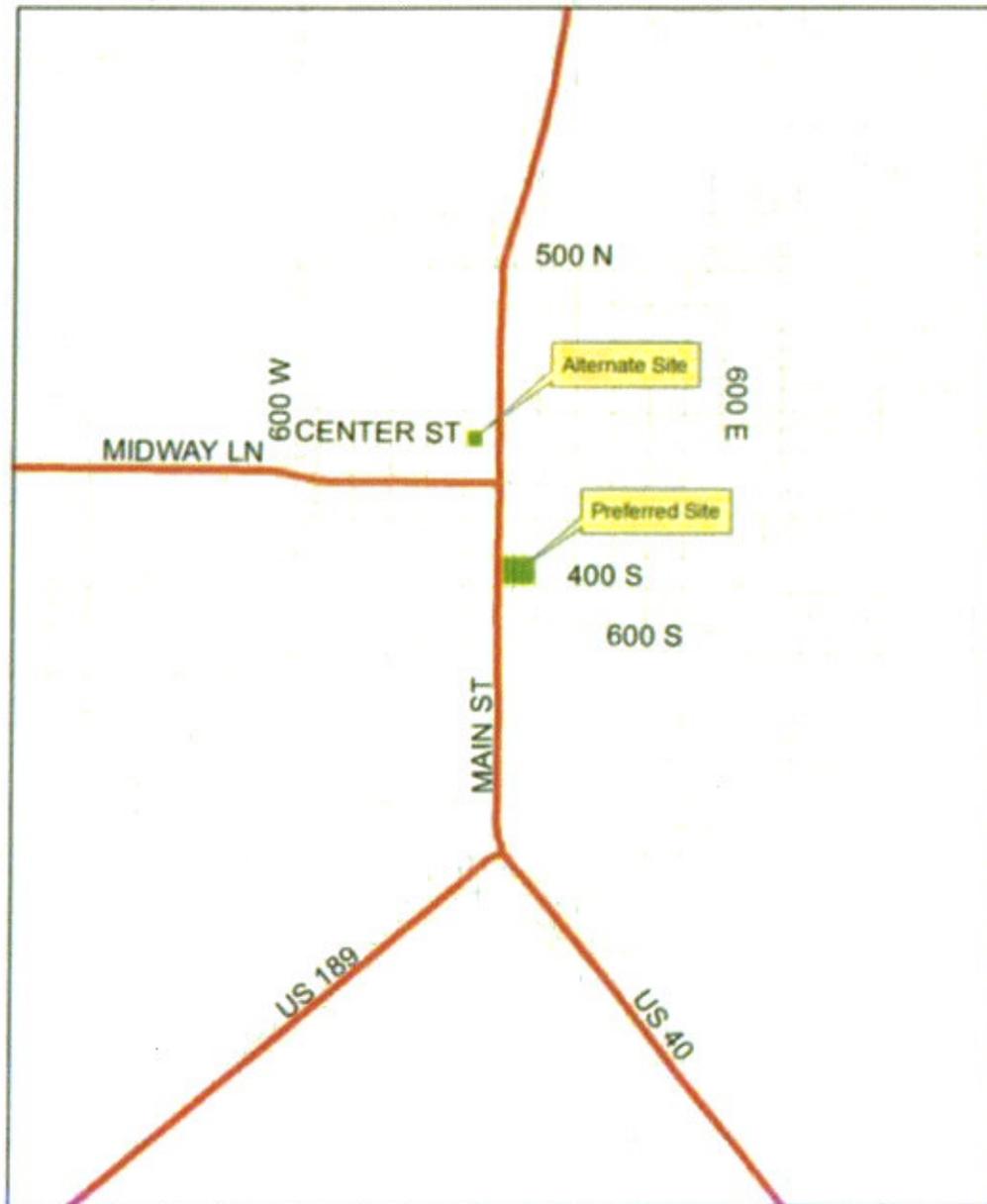
An alternative location exists at 100 West Center Street, on the same block as City Hall and Wasatch County Administrative Offices. The city has explored purchasing all of Wasatch County's property to construct a new facility, but Wasatch County is not yet ready to dispose of this facility. This site, while having the advantage of being centrally located next to the City's existing City Hall, does have more expensive environmental issues requiring the relocation of Lake Creek and the need for structured parking due to spatial constraints. Both locations are centrally located within the community and would provide superior access to the community, but since the County is not ready to sell its property, the City has opted for location of the proposed facility at 301 South Main Street.

The City is applying for financial assistance in the form of a loan from CIB because the interest rates appear more competitive than in the private sector. Heber City and Wasatch County have not received financial assistance from the CIB in recent years, yet both bear significant impacts from mineral extraction in adjoining counties to the east. This impact is primarily in the form of increased large truck

traffic and spill-over housing needs from the Uintah Basin, both of which have negative impacts upon the community. The large trucks make it difficult for the commercial base of Heber City to thrive, and have forced Heber City and Wasatch County to seek transportation alternatives to Main Street to alleviate this burden. Without this CIB Loan, Heber City will bear a greater financial burden and social burden from these impacts, while the financial rewards of mineral extraction would continue to benefit primarily Duchesne and Uintah Counties.

# Heber City Public Safety Building

ATTACHMENT 2  
Project Plans and Maps



Public Safety Building Location  
Heber City, Utah



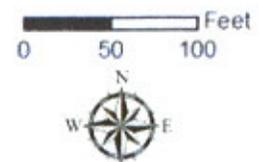


Central Elementary School  
Heber City, Utah

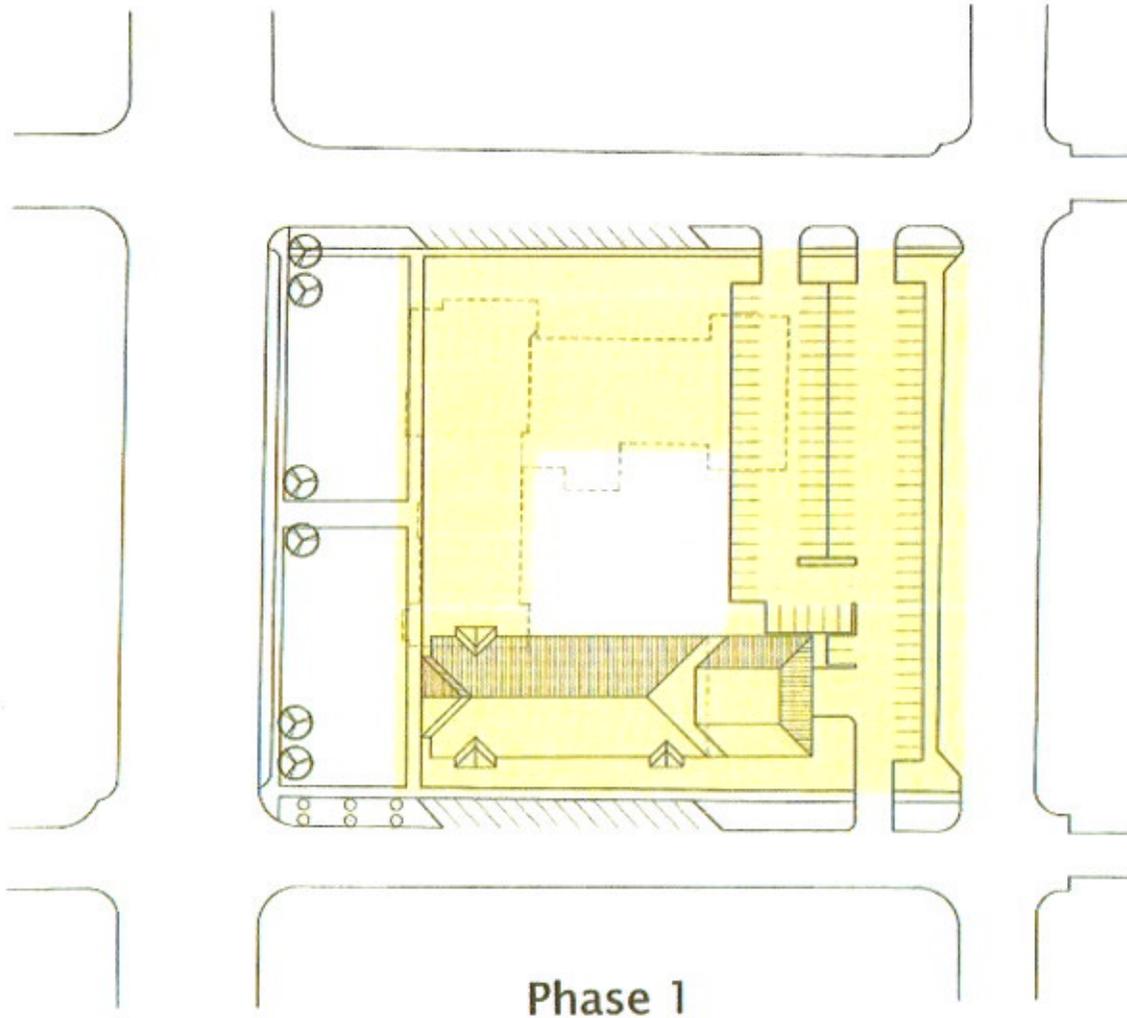




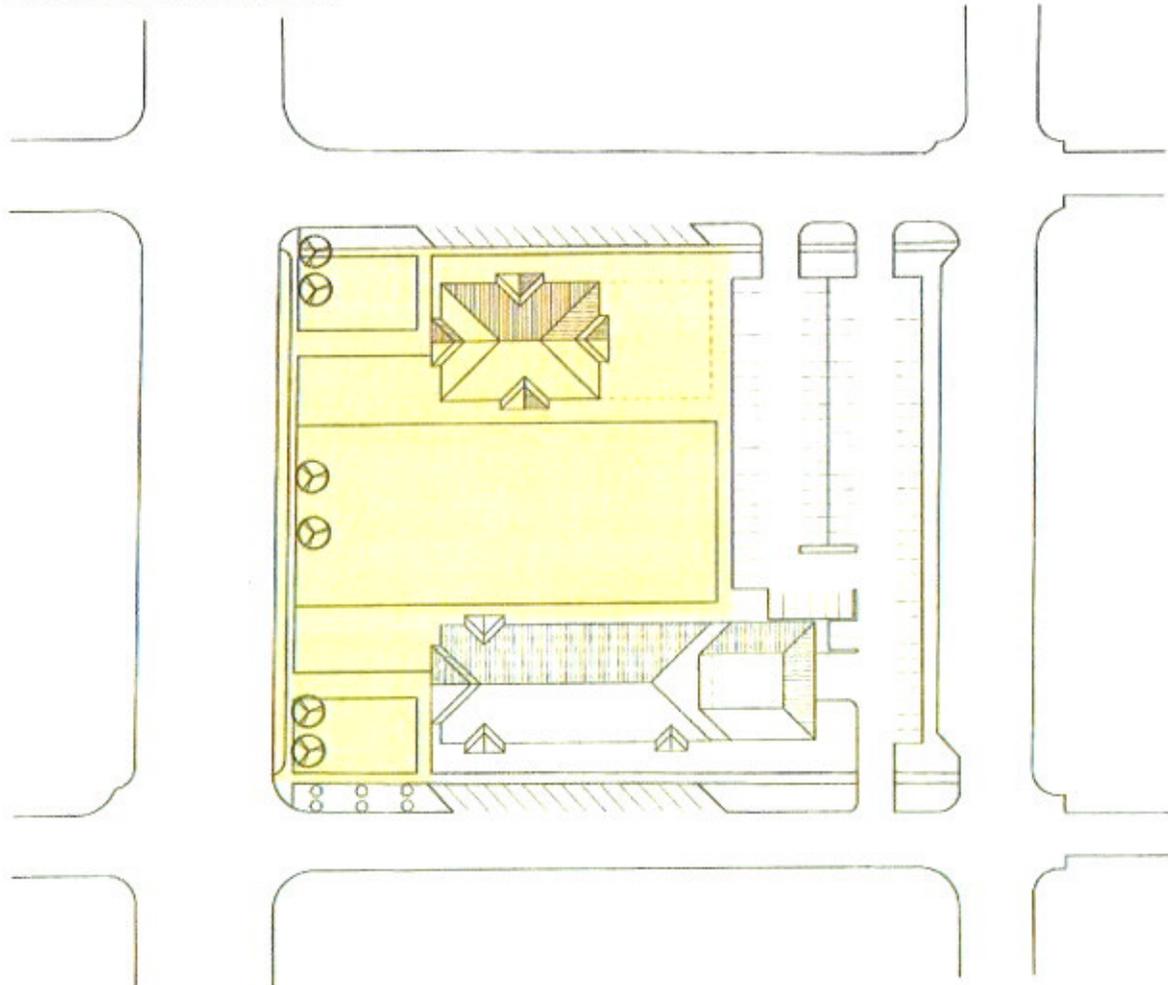
## Public Safety Building Alternative Heber City, Utah



**Preferred Site Phase 1**

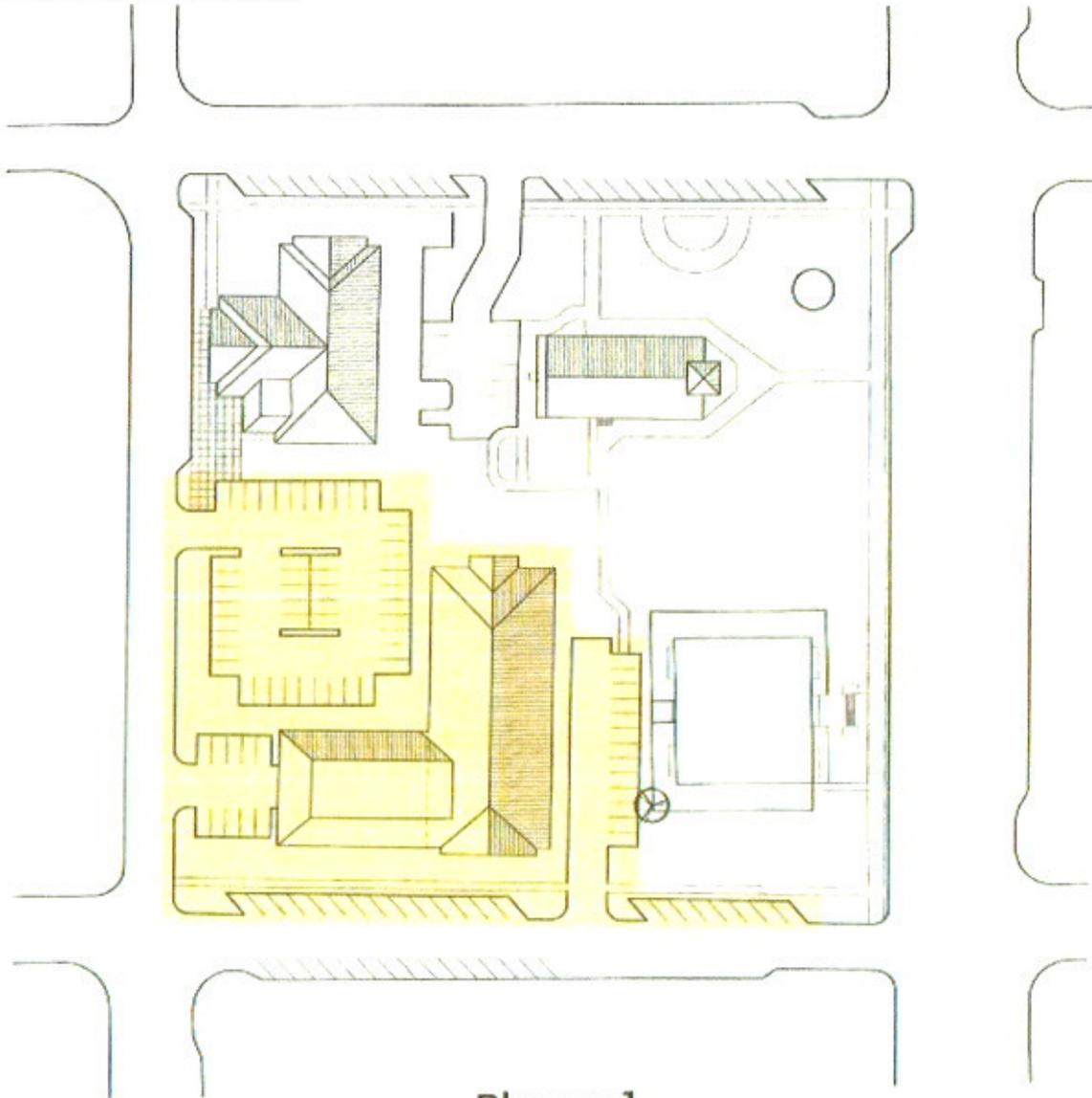


Preferred Site Phase 2



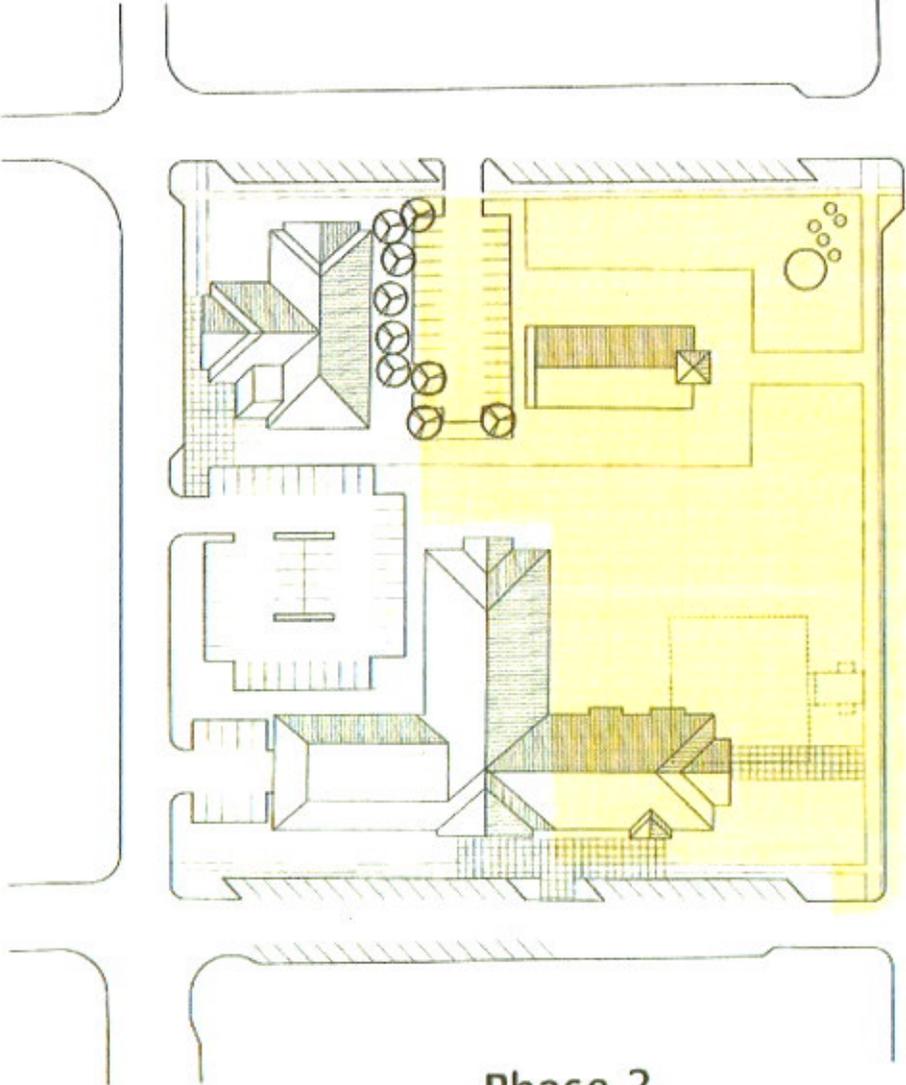
Phase 2

Alternative Site Phase 1



Phase 1

Alternative Site Phase 2



Phase 2

## Needs Assessment

ITEM	SPACE DESCRIPTION	'HAVE' STAFF 10,000P	'NEED' STAFF 15,000P	'NEED' STAFF 20,000P	'HAVE' SPACE 10,000P	'NEED' SPACE 15,000P	ADD SPACE 20,000P	GROSS TOTALS 15,000P	GROSS TOTALS 20,000P	REMARKS
<b>E PUBLIC SAFETY</b>										
	CHIEF OF POLICE	1	1	1		90				
	LIEUTENANTS	0	1	1	0	90				
	SERGEANTS	2	3	4		270	600			
	DETECTIVES	2	3	4		180	420			
	UTAH NATIONAL GUARD (NARG)	1	1	1		180				
	SUPERVISOR	0	2	2	0	180	240			
	PATROL	8	0	0		900	1080			
	CANINE	1	1	1						SEE BREAKDOWN
	Kennels					10				
	Wash					82				
	Supplies					30				
	ADMINISTRATIVE ASSISTANT	2	3	3		240				
	CONFERENCE ROOM					100				
	TRAINING ROOM / EOC					450				
	TRAINING / EOC STORAGE					150				
	ARREST INTAKE					60				
	ARREST HOLDING					60				
	SECURE VESTIBULE					60				
	FINGERPRINTING					30				
	INTERVIEW ROOMS					60				
	EVIDENCE									SEE BREAKDOWN
	Intake					80				
	Process					80				
	Secure storage					80				
	Vehicle evidence storage					100				
	LAB					100				
	EXERCISE					200				
	STAFF TOILETS					180				
	LOCKER ROOMS / SHOWERS					400				
	COMMUNICATIONS ROOM					65				
	RECORDS									SEE BREAKDOWN
	Active					100				
	Inactive					150				
	SUPPLY					80				
	LAUNDRY					80				
	SALLYPORT					400				
	POLICE VEHICLE STORAGE					3000				300 SF PER VEHICLE
	PUBLIC LOBBY / WAITING					200				
	WEATHER VESTIBULE					70				
	COMMUNITY OUTREACH ETC					120				ALLOWS FOR 2 OFFICES
	SERVER					80				
	A/V STORAGE					35				
	<b>TOTALS</b>	<b>18</b>	<b>27</b>	<b>34</b>		<b>920</b>	<b>2520</b>	<b>13475</b>	<b>16500</b>	<b>NEED TOTAL = 120 GROSSING FACTOR</b>

ITEM	SPACE DESCRIPTION	'HAVE' STAFF 10,000P	'NEED' STAFF 15,000P	'NEED' STAFF 20,000P	'HAVE' SPACE 10,000P	'NEED' SPACE 15,000P	ADD SPACE 20,000P	GROSS TOTALS 15,000P	GROSS TOTALS 20,000P	REMARKS
<b>F JUSTICE COURTS</b>										
	COURT JUDGE	1	1	1	68	90				
	CLERK ADMINISTRATOR	0	1	1	0	90				
	COURT CLERK	2	3	3	108	160				
	BAILIFF	1	1	1	8	50				
	CITY ATTORNEY	0	1	1	0	90				CURRENTLY CONTRACT WORKER
	ADA CLERK ROOM				0	100				35 TO 40 SEATS
	COURTROOM STORAGE				0	70				
	CONFERENCE ROOM				0	200				CURRENTLY SHARED
	ATTORNEY CLIENT CONF				0	160				ALLOWS FOR 1 ROOMS
	PUBLIC LOBBY / WAITING				68	100				
	WEATHER VESTIBULE				54	70				
	HOLDING				0	100				ALLOWS FOR 2 ROOMS
	STAFF TOILET				0	150				CURRENTLY SHARED
	GRAB CLOSET				0	15				
	SUPPLIES				0	60				
	SECURITY SCREENING				10	30				
	FILES									SEE BREAKDOWN
	Active					100				
	Inactive					150				
	SOON VESTIBULE				0	40				COURTROOM TO HOLDING
	A/V STORAGE				0	35				
	<b>TOTALS</b>	<b>4</b>	<b>7</b>	<b>7</b>	<b>936</b>	<b>2090</b>	<b>0</b>	<b>4781.2</b>	<b>4781.2</b>	<b>NEED TOTAL = 120 GROSSING FACTOR</b>

## Population Estimates

### Municipal Population Projections Mountainland AOG - January 2012

AARC = Average Annual Rate Change

	Decennial Census		Short Range Projection			Long Range Projection		AARC	
	2000	2010	2020	2030	2040	2050	2060	40 Year	60 Year
<b>SUMMIT COUNTY</b>	<b>29,736</b>	<b>36,324</b>	<b>45,491</b>	<b>56,890</b>	<b>71,433</b>	<b>88,334</b>	<b>107,671</b>	<b>2.2%</b>	<b>2.2%</b>
Coalville	1,382	1,363	1,457	1,859	2,729	3,931	5,481	1.7%	2.3%
Francis	698	1,077	1,624	2,415	3,546	5,925	8,260	4.1%	4.2%
Henefer	684	766	950	1,212	1,779	2,972	4,144	2.4%	3.0%
Kamas	1,274	1,811	2,246	2,864	4,205	6,058	8,447	3.0%	3.2%
Oakley	948	1,470	2,217	3,297	4,840	8,087	11,276	4.2%	4.2%
Park City (pt.)	7,371	7,547	9,358	11,444	13,744	15,521	17,722	1.6%	1.5%
Unincorporated	17,379	22,290	27,639	33,799	40,591	45,839	52,340	2.1%	1.9%
<b>WASATCH COUNTY</b>	<b>15,215</b>	<b>23,530</b>	<b>32,741</b>	<b>44,549</b>	<b>59,159</b>	<b>76,389</b>	<b>96,696</b>	<b>3.5%</b>	<b>3.1%</b>
Charleston	378	415	533	941	1,611	2,953	5,592	3.7%	4.6%
Daniel	X	938	1,058	1,600	2,626	4,152	6,430	3.5%	3.9%
Heber City	7,291	11,362	15,387	19,243	22,683	23,747	25,675	2.9%	2.1%
Hideout	X	656	1,253	1,818	2,983	4,474	6,083	5.2%	4.6%
Independence	X	164	174	306	611	1,168	2,307	4.5%	5.4%
Midway	2,121	3,845	6,039	8,759	11,759	14,571	18,481	4.4%	3.7%
Park City (pt.)	X	11	15	18	20	20	20	2.0%	1.2%
Wallsburg	274	250	321	315	517	775	992	1.6%	2.2%
Unincorporated	5,151	5,889	7,960	11,549	16,349	24,528	31,116	2.9%	3.0%
<b>MOUNTAINLAND REGION</b>	<b>413,487</b>	<b>579,691</b>	<b>746,796</b>	<b>934,540</b>	<b>1,150,420</b>	<b>1,381,418</b>	<b>1,602,441</b>	<b>2.6%</b>	<b>2.3%</b>

#### How Did We Develop With These Numbers?

##### 1 - Use the traffic model socio-economic data as a basis.

- Uses last 30 years of densities along the Wasatch Front.
- Census 2010 data is used as a base
- Building permit data builds off Census 2010 through 2011.

##### 2 - General Plans are used to project where growth can occur.

- Various constraints are deducted from developable land : slope, wetlands, open space, forest, public facilities, etc.

##### 3 - State county control totals are used.

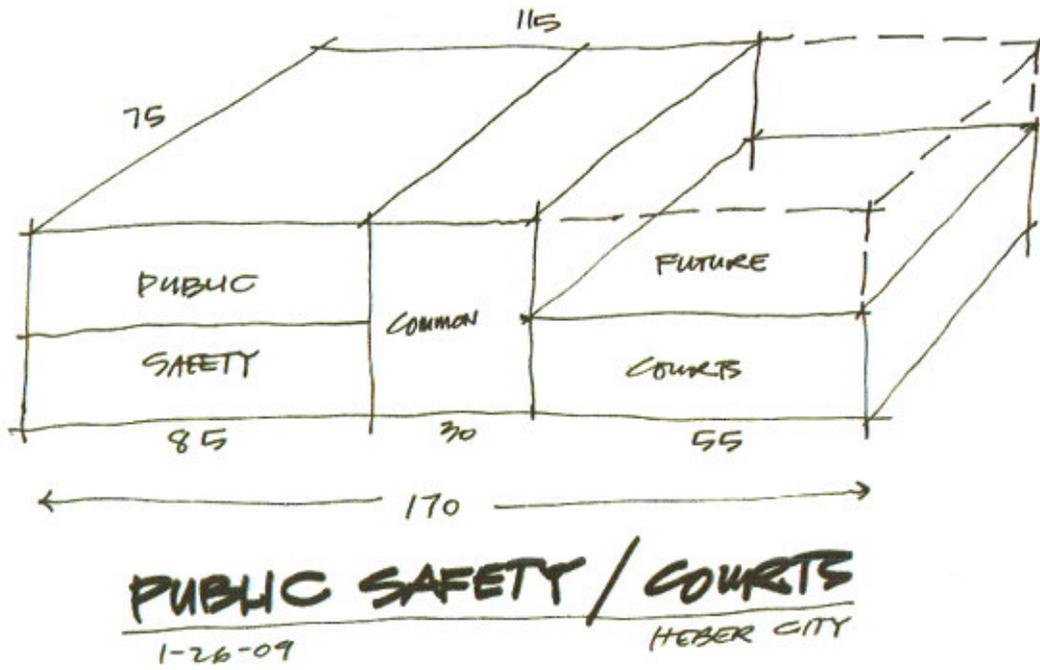
##### 4 - 2010 to 2030 growth occurs within city limits.

##### 5 - 2040 to 2060 growth occurs within annexation area.

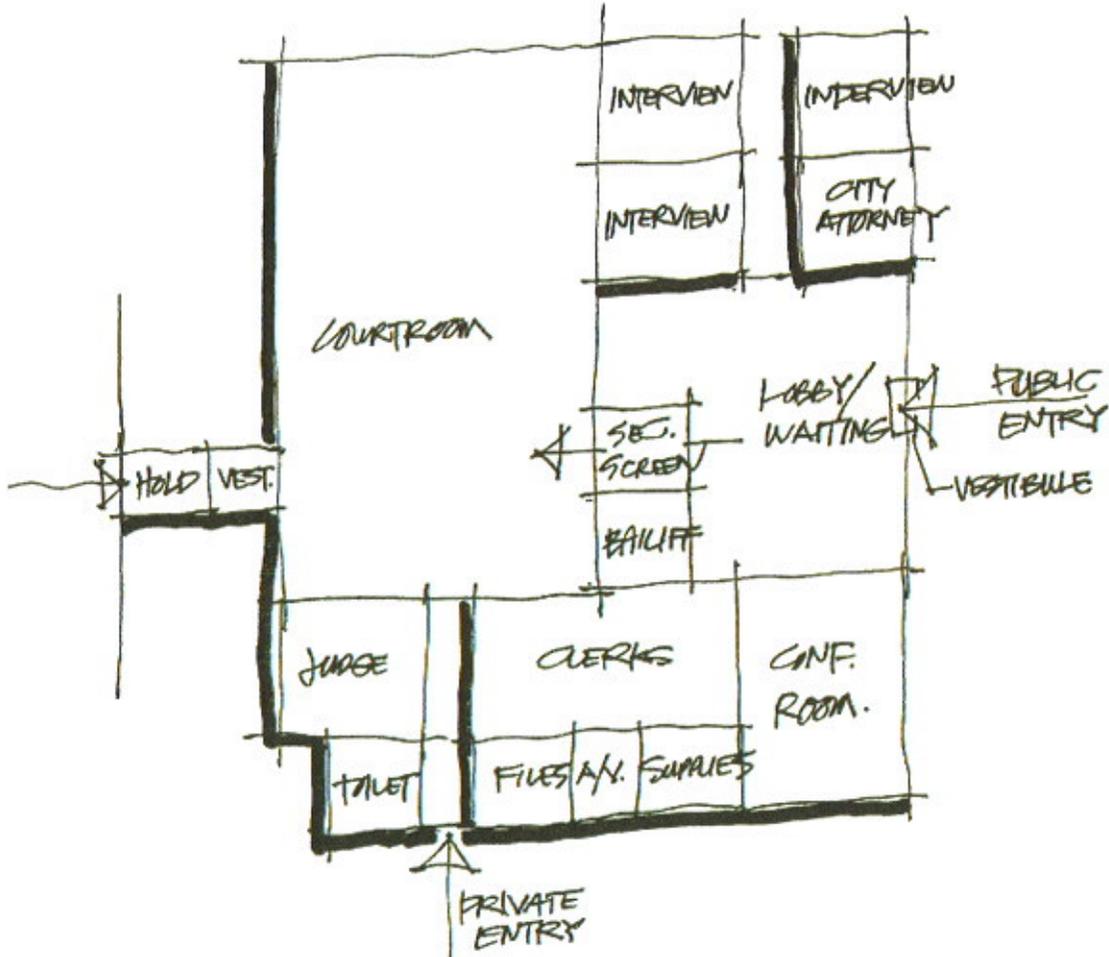
##### 6 - Don't put too much credence into the long range 2040 - 2060 projections.

- Changes in municipal policy will change long range data.
- A new city forming in county area could change results
- One Major development can change everything.
- Higher numbers in unincorporated areas will likely be absorbed into current or new municipalities.

### 3 Dimensional Building Outline



Justice Court Floor Plan

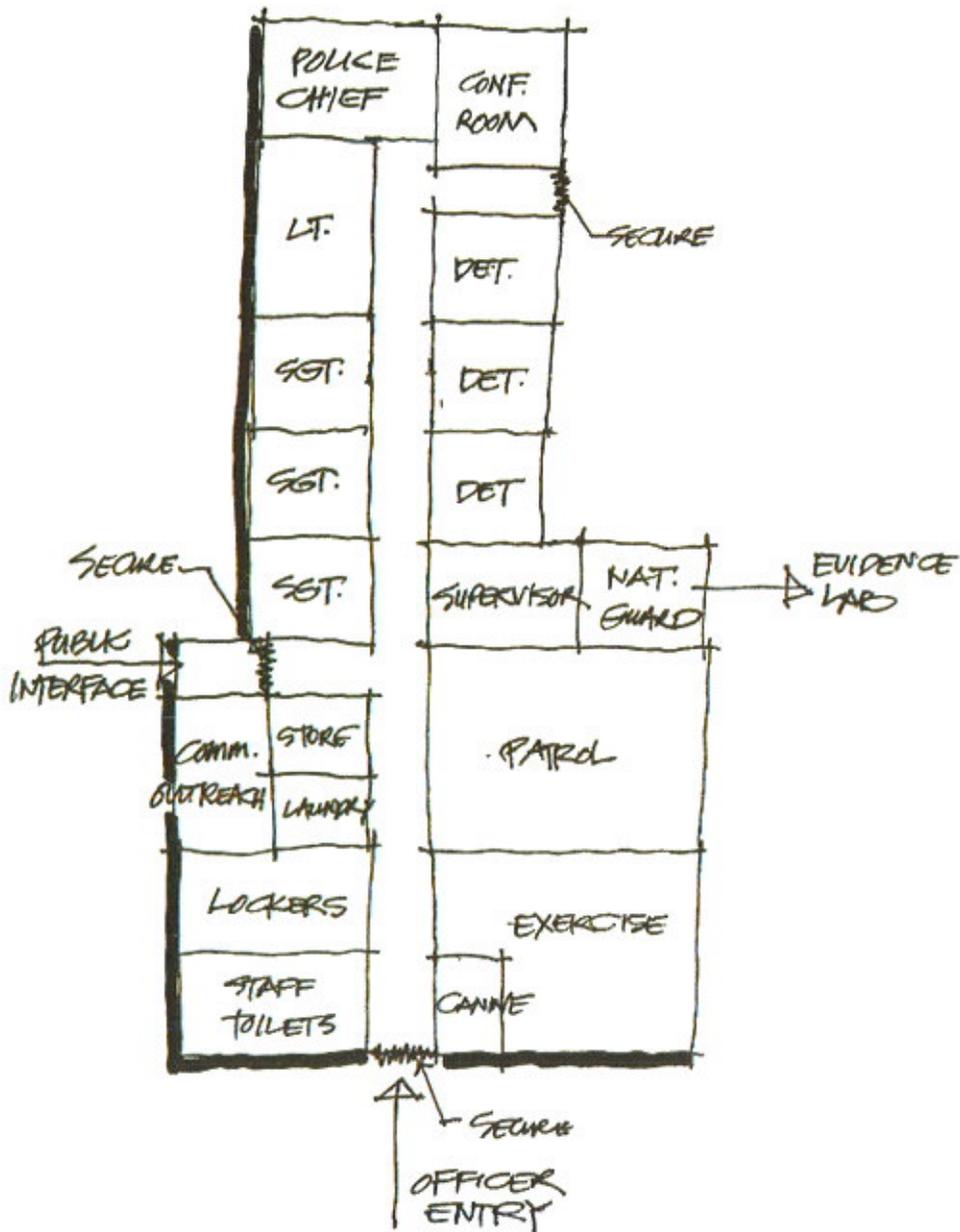


# JUSTICE COURT DIAGRAM

HEBER CITY



# Police Department Floor Plan 1

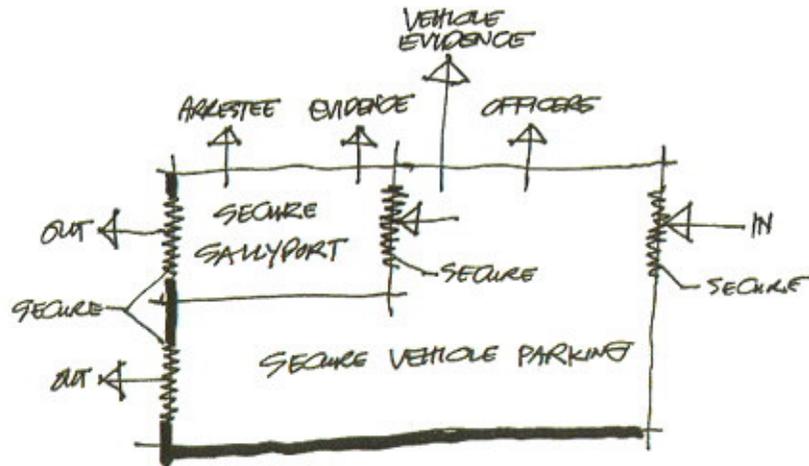


## OFFICER DIAGRAM

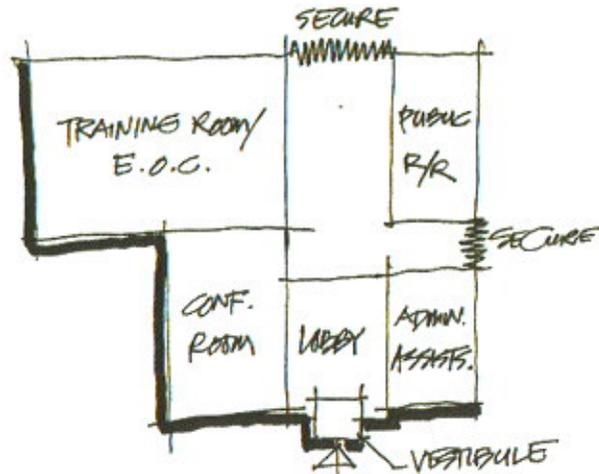
HEBER CITY



## Police Department Floor Plan 2



## VEHICLE INTERFACE

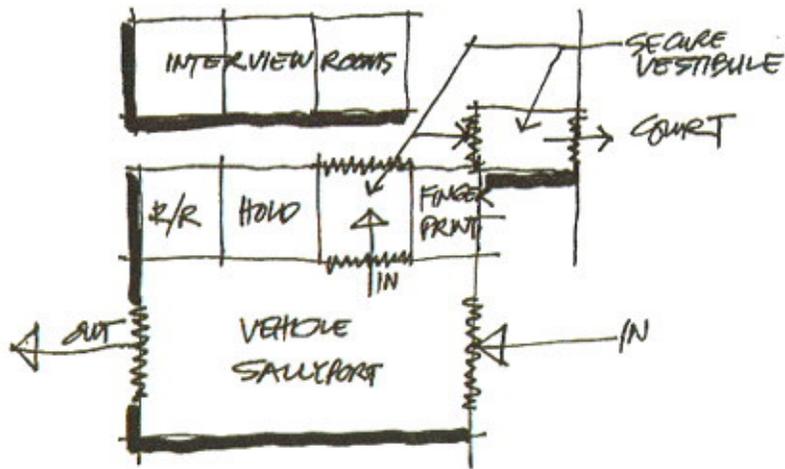


## PUBLIC INTERFACE

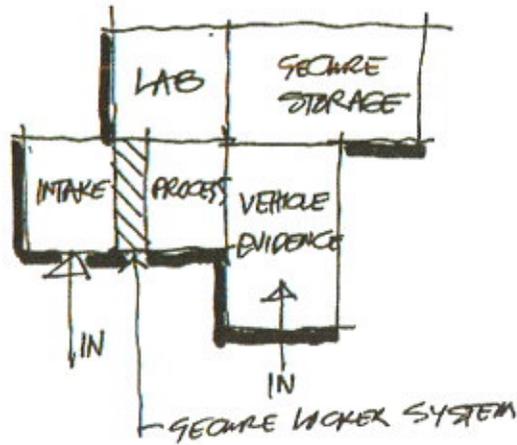
HEBER CITY



Police Department Floor Plan 3



ARRESTEE DIAGRAM



EVIDENCE DIAGRAM

HEBER CITY



## Preferred Site Cost Estimates 2008-2009

NO.	CENTRAL SCHOOL SITE		AREA	TOTALS	X	COST / S.F.	COST TOTALS	REMARKS	
3	PHASE 1	<b>ESTIMATED CONSTRUCTION COSTS</b>							
		<b>SITE COSTS</b>							
		PARKING	100 X 295	35,400 S.F.		\$30.00 / S.F.	\$354,000		
		LANDSCAPE / IRRIGATION	8.5 ACRES	152,460 S.F.		\$5.00 / S.F.	\$762,300		
		SECURE PARKING	60 X 65	3,900 S.F.		\$55.00 / S.F.	\$214,500		
		<b>BUILDING COSTS</b>							
		DEMOLISH CENTRAL SCHOOL		26,000 S.F.		\$15.00 / S.F.	\$590,000		
		NEW POLICE / COURTS	75 X 170 X 2 STORIES	25,500 S.F.		\$150.00 / S.F.	\$3,825,000		
		<b>PHASE TOTALS</b>						<b>\$5,545,800</b>	
4	PHASE 2	<b>ESTIMATED CONSTRUCTION COSTS</b>							
		<b>SITE COSTS</b>							
		PLAZA SPACE	160 X 270	43,200 S.F.					
		TYPE 1				\$30.00 / S.F.	\$972,000		
		TYPE 2				\$40.00 / S.F.	\$1,296,000		
		TYPE 3				\$50.00 / S.F.	\$1,620,000		
		<b>BUILDING COSTS</b>							
		NEW CITY ADMIN. BLDG./P/E	75 X 300 X 2 STORIES	45,000 S.F.		\$150.00 / S.F.	\$2,250,000		
		TABERNACLE REMODEL	50 X 100 X 2 STORIES	10,000 S.F.		\$100.00 / S.F.	\$1,000,000		
		<b>PHASE TOTALS</b>						<b>\$4,222,000</b>	
						TYPE 1	<b>\$4,546,000</b>		
						TYPE 2	<b>\$4,870,000</b>		
						TYPE 3			

## Alternative Site Cost Estimates 2008-2009

### HEBER CITY City Center

PHASED CONSTRUCTION COST PROPOSALS

**DRAFT**

1/26/08



NO.	TABERNACLE SITE	AREA	TOTALS	X	COST / S.F.	COST TOTALS	REMARKS	
1	<b>PHASE 1</b>	<b>ESTIMATED CONSTRUCTION COSTS</b>						
	<b>SITE COSTS</b>							
	PARKING	100 x 135 50 x 60	16,200 S.F. 3,000 S.F.		\$10.00 / S.F. \$10.00 / S.F.	\$162,000 \$30,000		
	LANDSCAPE / IRRIGATION	4.5 ACRES	196,000 S.F.		\$5.00 / S.F.	\$980,000		
	SECURE PARKING	60 x 65	3,900 S.F.		\$35.00 / S.F.	\$136,500		
	<b>BUILDING COSTS</b>							
	NEW POLICE / COURTS	75 x 170 x 2 STORES	25,500 S.F.		\$150.00 / S.F.	\$3,825,000		
	<b>PHASE TOTALS</b>						<b>\$5,221,600</b>	
2	<b>PHASE 2</b>	<b>ESTIMATED CONSTRUCTION COSTS</b>						
	<b>SITE COSTS</b>							
	PARKING	60 x 125	7,500 S.F.		\$10.00 / S.F.	\$75,000		
	PLAZA SPACE	90 x 200	32,000 S.F.					
					TYPE 1 TYPE 2 TYPE 3	\$80.00 / S.F. \$40.00 / S.F. \$50.00 / S.F.	\$2,560,000 \$1,280,000 \$1,600,000	
	<b>BUILDING COSTS</b>							
	DEMOLISH COUNTY BUILDING	85 x 90 x 2 STORES	15,300 S.F.		\$15.00 / S.F.	\$229,500		
	NEW CITY ADMIN BLDG	75 x 100 x 2 STORES	15,000 S.F.		\$150.00 / S.F.	\$2,250,000		
	TABERNACLE REMODEL	50 x 100 x 2 STORES	10,000 S.F.		\$100.00 / S.F.	\$1,000,000		
	<b>PHASE TOTALS</b>							
					TYPE 1	<b>\$4,514,500</b>		
					TYPE 2	<b>\$4,834,500</b>		
					TYPE 3	<b>\$5,154,500</b>		

## Cost Estimate

Cost Estimate for Heber City Public Safety Building September 30, 2013			
ITEM	UNIT COST	UNITS	SUBTOTAL
Demolition (sf)	\$15.00	26,000	\$390,000
Building Construction (sf)	\$175	22,000	\$3,850,000
Secure Parking (sf)	\$80	3,900	\$312,000
Landscaping (sf)	\$5	87,670	\$438,350
Parking (sf)	\$10	33,000	\$330,000
Sidewalk (lf)	\$25	800	\$20,000
Curb & Gutter (lf)	\$20	800	\$16,000
Street Asphalt (sf)	\$4	14,000	\$56,000
Powerline burial (lf)	\$125	1000	\$125,000
Equipment (sf)	\$10	22,000	\$220,000
Furnishings (sf)	\$15	22,000	\$330,000
<b>CONSTRUCTION SUBTOTAL</b>			<b>\$6,087,350</b>
Design	6.00%		\$365,241
Construction Management	10.00%		\$608,735
Contingency	10.00%		\$608,735
Special Inspections	0.60%		\$36,524
<b>MANAGEMENT &amp; DESIGN SUBTOTAL</b>			<b>\$1,619,235</b>
Transportation Impact Fees			\$22,000
Irrigation Impact Fee			\$4,000
Legal Administration			\$25,000
Financial Consultant			\$25,000
<b>FEE SUBTOTAL</b>			<b>\$76,000</b>
<b>TOTAL</b>			<b>\$7,782,585</b>

# Heber City Public Safety Building

## ATTACHMENT 3

### CONSOLIDATED LOCAL CAPITAL IMPROVEMENT LIST

Michelle Caldwell, of Mountainlands AOG, confirmed the city's CIB priority list has been incorporated into the Consolidated Local Capital Improvement List. Heber City's complete list is shown below.

	RANK	PROJECT DESCRIPTION	EST. COST	DATE	REVENUE SOURCES
SHORT TERM 1 YEAR	1	500 South Waterline, 200 West to 400 East (W056)	\$420,000.00	2013	CDBG, Local Funds
	2	600 West Waterline, 200 North to 300 North (W056)	\$166,000.00	2013	CDBG, Local Funds
	3	Roof On Social Hall	\$250,000.00	2013	CIB, CDBG, General Fund, CLG, NTHP
	4	Cemetery Niche	\$30,000.00	2013	Local Funds
	5	Design Runway Rehab	\$316,000.00	2013	FAA, Local Funds
MEDIUM TERM 5 YEARS	1	Bypass connection Hwy 40 to Daniel Rd	\$2,000,000.00	2016	Private, Local Funds
	2	Security Fence around 2 Valley Hills Watertanks	\$44,000.00	2014	Local Funds
	3	Daniels Road Improvements (Curb, Gutter and Sidewalk) (T031)	\$1,500,000.00	2014	UDOT Small Urban, Local Funds
	4	Upgrade fire hydrants in downtown area (W056)	\$180,000.00	2014	CDBG, Local Funds
	5	Runway Rehab & MIRL Relocation	\$4,895,000.00	2014	Federal FAA, State and Local Funds
	6	Sidewalk & ADA ramps south side Ctr. St. from 100 E to 600 E (T061)	\$100,000.00	2014	CDBG, Local, Private, General Fund
	7	Broadhead Watertank Roof Replacement	\$500,000.00	2014	CDBG, Local Funds
	8	Roof on Police Department Building	\$150,000.00	2014	CIB, CDBG, General Fund, CLG, NTHP
	9	Upgrade waterline and fire hydrants 100 W-Main St on 100 N (W056)	\$78,000.00	2015	Private and Local Funds
	10	Valley Hills Water Tank Connection and Imp. (W018, W026, W039)	\$600,000.00	2015	Private, CDBG, Local Funds
	11	New Police Department and Justice Court	\$5,000,000.00	2015	Local, Bonds, CIB, CDBG
	12	Create Industrial Park on 38.5 acre parcel by the Airport	\$3,000,000.00	2015	EDA, CDBG, Local Funds,
	13	Airport- Master Plan Update	\$158,000.00	2015	FAA, Local Funds
	14	Helipads	\$158,000.00	2016	FAA, Local Funds
	15	1200 East widening from Center Street to 1200 South (T040)	\$2,200,000.00	2016	Federal, State, Private, Local Funds
	16	600 West Sidewalk- 910 South to 1000 South (T061)	\$20,000.00	2016	CDBG, Local Funds
	17	New City Office Building	\$5,000,000.00	2017	Local, CDBG, CIB, Bonds
	18	100 West Curb Gutter & Sidewalk (T061)	\$450,000.00	2017	Local Funds, CDBG
	19	910 S. Sidewalk from 100 West to 600 West (T061)	\$80,000.00	2017	CDBG, Local Funds
	20	8 Inch 400 East Waterline, 500 N. to Center (W056)	\$250,000.00	2017	CDBG, Local Funds
LONG TERM 5-10 YEARS	1	8 inch Waterline on 200 East from 500 North to 600 South (W056)	\$784,000.00	2018	Local Funds, CDBG
	2	Airport- Land Acquisition 3A, 72 and 65	\$450,000.00	2018	FAA, Local Funds
	3	Curb, Gutter & Sidewalk opposite the City Park (T061)	\$60,000.00	2018	Local Funds, CDBG
	4	8 inch Waterline on 200 West from 300 N. to 200 South (W056)	\$372,000.00	2018	Local Funds, CDBG
	5	8 inch Waterline on 400 West from 400 North to 300 South (W056)	\$552,000.00	2018	Local Funds, CDBG
	6	Connect 500 East From 600 South to 800 South	\$500,000.00	2018	Local Funds, CDBG
	7	Install Pressurized Irrigation	\$7,200,000	2021	CUP, Bonds
NEEDS AND PRIORITIES	1	500 South Waterline, 200 West to 400 East (W056)	\$420,000.00	2013	CDBG, Local Funds
	2	600 West Waterline, 200 North to 300 North (W056)	\$166,000.00	2013	CDBG, Local Funds
	3	Broadhead Watertank Roof Replacement	\$500,000.00	2014	CDBG, Local Funds
	4	Roof On Social Hall	\$250,000.00	2013	CIB, CDBG, General Fund, CLG, NTHP
	5	<b>New City Police Department and Justice Court</b>	<b>\$5,000,000.00</b>	<b>2015</b>	<b>Local, Bonds, CIB, CDBG</b>
	6	Runway Rehab	\$4,895,000.00	2013	Federal FAA, Local Funds
	7	Cemetery Niche	\$30,000.00	2013	Local Funds
CIB PRIORITY	1	Roof On Social Hall	\$250,000.00	2013	CIB-Grant, CDBG, Local, CLG, NTHP
	2	<b>New City Police Department and Justice Court</b>	<b>\$5,000,000.00</b>	<b>2015</b>	<b>Local, Bonds, CIB-Loan, CDBG</b>
	3	New City Office Building	\$5,000,000.00	2017	Local, CDBG, CIB- Loan, Bonds

# Heber City Public Safety Building

---

ATTACHMENT 4

## **PUBLIC HEARING**

Heber City intends to hold a public hearing on October 17, 2013. The public hearing will be noticed in the Wasatch Wave on October 9 and October 16, 2013. The intended substance of that notice is as follows. Once the minutes are approved, they will be forwarded to the CIB staff.

The Heber City Council will hold a public hearing to accept comments on Heber City's application for a low interest loan from the Community Impact Board (CIB). The city intends to apply for a \$6,700,000 loan from the CIB to partially fund the construction of a \$7.8 million proposed Public Safety Facility at 301 South Main Street. The purpose of the public hearing is to solicit comments concerning the size, scope, and nature of the funding request submitted to the CIB. Additional information on the proposed project, including potential impacts to the public such as repayment of the loan through user fees, special assessments, property taxes, or sales taxes may be viewed at City Hall at 75 North Main Street in the Recorder's Office. The public hearing will take place at 75 North Main Street in the Council Chambers at approximately 7:30 pm on October 17, 2013. Further information can be obtained by contacting the City Recorder at 435-654-0757. In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during these hearings should notify Michelle Kellogg in Heber City Hall at 75 North Main Street in Heber City, Utah at least three days prior to the hearing to be attended.

# Heber City Public Safety Building

---

**ATTACHMENT 5**

## **ASSOCIATION OF GOVERNMENTS NOTIFICATION**

A complete copy of the application has been provided in electronic PDF format to Michelle Caldwell of Mountainlands AOG through email at [mcaldwell@mountainland.org](mailto:mcaldwell@mountainland.org).

# Heber City Public Safety Building

---

## ATTACHMENT 6

### AFFORDABLE HOUSING PLAN

Heber City amended the Moderate Income Housing Element of the General Plan on May 21, 2009. The document estimates the need for moderate income housing in the city and provides long term projections for additional needed future moderate income housing.

The goals of the plan include (1) provide a realistic opportunity to meet the estimated needs for additional moderate income housing; (2) foster partnerships with non-profit organizations and developers and identify new funding sources to implement affordable housing policies; and (3) biennially review the moderate income housing plan element of its general plan.

In addition to the State of Utah's goals specified in Section 10-9a-608 of the Utah Code, the Plan promotes consideration of: (1) utilizing deed restriction programs to keep moderate income housing units affordable; (2) adopting an Affordable Housing Ordinance; (3) acquiring land for the Crown and Shared programs with UHC and the Wasatch County Housing Authority; (4) affordable housing dedications whose costs are not passed down to home buyers; (5) fee and impact fee waivers for affordable housing projects; (6) removing regulatory barriers to affordable housing; (7) energy efficiency and LEED certified homes; (8) permitting accessory apartments; (9) zoning regulations to encourage housing types for elderly or senior citizens including assisted care, independent care, and targeted senior retirement communities; (10) creation and retention of housing stock affordable to very low, low, moderate, and moderate to area median income (AMI) households; (11) housing for families in crisis, handicapped and other special need groups; and (12) utilization of state and federal sponsored programs, such as HOME Comprehensive Housing Assistance Mortgage Program, USDA's rural development, Community Development Block Grant Program, Utah Housing Authority's First Time Home Ownership, Credit to Own (CROWN) and ECHO.

Heber City is part of the Wasatch County Housing Authority. Its purpose is to:

- Act as an advocate for low and moderate income families living in Wasatch County;
- Provide first time home buyer assistance to income qualified county residents;
- Subsidize rent for income qualified households;
- Provide assistance to local governments in Wasatch County with Affordable Housing Ordinances;
- Assist with housing related projects that will benefit the overall community (i.e., grant applications, targeted group programs, etc.); and
- Create and preserve affordable rental and for purchase housing opportunities.

Heber City amended its affordable housing ordinance in 2008. The ordinance provides development incentives to developers in exchange for providing affordable housing that is consistent with the objectives of the city's General Plan. To meet the needs of very low income families, the city amended the zoning ordinance to permit owner occupied accessory apartments.

In the last 2 years, 3 significant developments have been constructed that provide much needed affordable housing. All three developments received tax credits through the Utah Housing Corporation and are required to be maintained as affordable housing. These developments include: Elmbridge Apartments, with 76 affordable units; Liberty Station Apartments, with 51 affordable units; and Prestige Apartments, with 22 affordable units. Significant city efforts to promote these developments included the adoption of 2 different zoning districts, such as the Mixed Use Residential Commercial Zone (MURCZ), permitting mixed use housing with densities up to 20 units per acre; and the Clustered Open Space Zone (COSZ), permitting mixed use housing with open space with densities up to 12 units per acre.

# Heber City Public Safety Building

---

ATTACHMENT 7

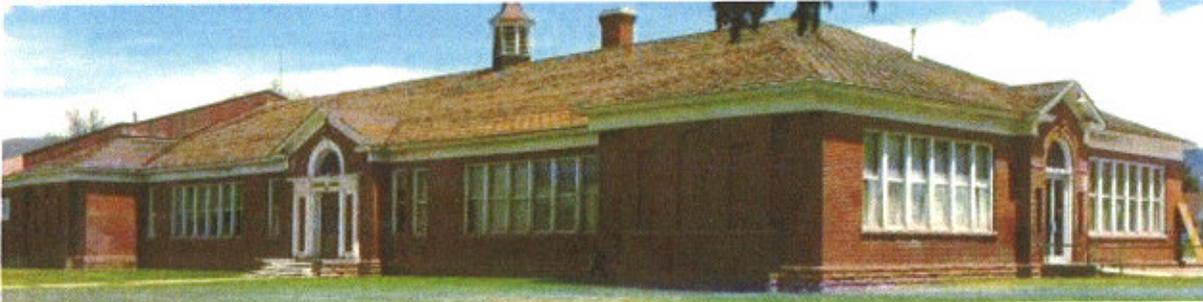
## HISTORIC BUILDINGS AFFECTED

The proposed location at 301 South Main Street will require the demolition of an historic elementary school. The original Central School was constructed circa 1923. In the 1950s an addition was constructed, adding classrooms and a cafeteria/gymnasium. In the early 1980s school offices and a library were added to the northwest corner of the structure. After being abandoned as an elementary school in the mid-1980s, the 1980's addition became the Wasatch County School District Headquarters in the 1990s through the mid-2000s. Around 2003, Heber City purchased the building from the school district and has utilized it for the Police Department headquarters since.

## Heber City Police Department (Central School)



## 1920s Construction



**1950s Addition**



**1980s Addition**



# Tab C

# Quote



**Number**  
 92697

**Date**  
 09/25/2013

**Page**  
 1

**This Quotation is Valid for 30 Days.**

P O Box 670  
 55 E CENTER ST. STE140  
 Heber City, UT 84032  
 Phone: (435) 654-4623  
 Fax: (435) 654-3626

**Sold To:**  
 Customer # 6543040  
 HEBER CITY CORPORATION  
 75 N. MAIN STREET  
 HEBER CITY, UT 84032  
 Phone (435) 654-6330

**Ship To:**  
 HEBER CITY CORPORATION  
 AIR PORT  
 HEBER CITY, UT 84032  
 Phone (435) 654-6330

**SalesPerson** Kyle  
**Terms** COD  
**PO Number**  
**Tax Exempt #**  
**Comment**  
**Ship Method** Will-Call

**Model Numbers**

#	Model Number	Model Description	Unit Amount	Extended
1	T231-13	Fletcher Occasional 3 Piece Table Set	\$199.00	\$199.00
1	9460338	DuraBlend - Chocolate Sofa	\$425.00	\$425.00
1	9460335	DuraBlend - Chocolate Loveseat	\$375.00	\$375.00
1	9460320	DuraBlend - Chocolate Chair	\$320.00	<del>\$320.00</del>

Payment is due before Products will be ordered or shipped. All Products must be paid in full at least 3 days prior to delivery/installation or within 30 days of the order date; whichever is sooner. Heber Appliance maintains a security interest in all items billed or delivered and said items remain the property of Heber Appliance until paid in full. Heber Appliance reserves the right to file a lien against property owner on the items delivered or billed, which lien will be released upon payment in full. Finance Charges of 2% per month will be charged on any balance due. Returned checks

**Summary**

Sub Total	\$1,319.00
Taxable Sub Total	\$1,319.00
Tax Total	\$0.00
Total	<del>\$1,319.00</del>

**#999-**

Item Brochure

Print Window

Close Window

Item Number: 9460338

**Item:** 9460338  
**Description:** Sofa  
**Colors:** Chocolate  
**Series No:** 94603  
**Name:** DuraBlend® - Chocolate  
**Style:** Metro Modern



**Dimensions:** Inches: 85.00" W x 37.00" D x 38.00" H  
 Metric: 2159.00mm W x 939.80mm D x 965.20mm H

**Item Features:** Features DuraBlend®/Match upholstery. Frame constructions have been tested with various equipment to simulate the home and transportation environments to insure durability. Corners are glued, blocked and stapled. Seats and back spring rails are cut from 7/8" hardwood. Stripes and patterns are match cut. All fabrics are pre-approved for wearability and durability against AHFA standards. Cushion cores are constructed of low melt fiber wrapped over high quality foam. Sleeper features easy to lift mechanism and innerspring mattresses. DuraBlend® Fabric Content: 57% polyurethane, 26% poly cotton, 17% leather.

**Weight (lbs/kg):** 134.20/60.86

**Cubes (ft/m):** 58.00/1.64

**Cover Name:** DuraBlend® - Chocolate

**Location:**

**Contents:**

poly cotton (26%)

leather (17%)

polyurethane(57%)

**Cover Name:** PU

**Location:**

**Cleaning Code:** W - Water

**Contents:**

polyurethane(100%)

**Number Of Seats:** 3.00

**Construction** Qty Description

**Information:** tight back

(2) loose seat cushions

Print Window

Close Window

Item Brochure

[Print Window](#)

[Close Window](#)

Item Number: T231-13

**Item:** T231-13  
**Description:** Occasional Table Set (3/CN)  
**Colors:** Metal / Wood  
**Series No:** T231  
**Name:** Fletcher  
**Style:** Contemporary



**Dimensions:** Inches: 36.00" W x 28.00" D x 18.00" H  
 Metric: 914.40mm W x 711.20mm D x 457.20mm H

**Item Features:** Made with birch veneer, cherry inlay frame. Tubular metal frame with X-stretchers in a durable dark bronze powder coat finish. Thick look top. Cocktail Table: 36"W x 28"D x 18"H. Rect End: 22"W x 20"D x 21"H. Chairside End: 13"W x 22"D x 21"H.

**Weight (lbs/kg):** 63.00/28.58  
**Cubes (ft/m):** 4.71/0.13

[Print Window](#)

[Close Window](#)

Item Brochure

[Print Window](#)

[Close Window](#)

Item Number: 9460320



**Item:** 9460320  
**Description:** Chair  
**Colors:** Chocolate  
**Series No:** 94603  
**Name:** DuraBlend® - Chocolate  
**Style:** Metro Modern

**Dimensions:** Inches: 40.00" W x 37.00" D x 38.00" H  
 Metric: 1016.00mm W x 939.80mm D x 965.20mm H

**Item Features:** Features DuraBlend®/Match upholstery. Frame constructions have been tested with various equipment to simulate the home and transportation environments to insure durability. Corners are glued, blocked and stapled. Seats and back spring rails are cut from 7/8" hardwood. Stripes and patterns are match cut. All fabrics are pre-approved for wearability and durability against AHFA standards. Cushion cores are constructed of low melt fiber wrapped over high quality foam. Sleeper features easy to lift mechanism and innerspring mattresses. DuraBlend® Fabric Content: 57% polyurethane, 26% poly cotton, 17% leather.

**Weight (lbs/kg):** 81.30/36.86

**Cubes (ft/m):** 27.00/0.76

**Cover Name:** DuraBlend® - Chocolate

**Location:**

**Contents:**

poly cotton (26%)  
 leather (17%)  
 polyurethane(57%)

**Cover Name:** PU

**Location:**

**Cleaning Code:** W - Water

**Contents:**

polyurethane(100%)

**Number Of Seats:** 1.00

**Construction** Qty Description

**Information:** tight back  
 (1) loose seat cushions

[Print Window](#)

[Close Window](#)