

REGULAR MEETING

**AGENDA
AND
STAFF MEMO**

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

November 7, 2013
7:00 p.m.
Regular Meeting

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

Pledge of Allegiance: Mayor David Phillips
Prayer/Thought: Council Member Alan McDonald
Minutes for Approval: October 17, 2013 Work and Regular Meetings

OPEN PERIOD FOR PUBLIC COMMENT

APPOINTMENTS

(Tab 1) Pamela Patrick, Request for Funds for Heber Valley 2014 Memorial Day Program

ACTION ITEMS

- (Tab 2)** Ordinance 2013-10, An Ordinance Adopting the Heber City Purchasing Policy
- (Tab 3)** Approve Interlocal Cooperation Agreement between Wasatch County and Heber City for Law Enforcement Services
- (Tab 4)** Approve Mutual Aid Agreement between Summit County Sheriff's Office and Heber City Police Department for Law Enforcement Services
- Award Public Safety Building Architectural Contract

DISCUSSION/ACTION ITEMS

(Tab 5) Approve Employee Christmas Bonus

CLOSED SESSION AS NECESSARY – PURPOSE TO BE ANNOUNCED IN MOTION

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 October 31, 2013, in the Heber City Municipal Building located at 75 North Main, Wasatch County Building, Wasatch County Community Development Building, Wasatch County Library, on the Heber City Website at www.ci.heber.ut.us, and on the Utah Public Notice Website at <http://pmn.utah.gov>. Notice provided to the Wasatch Wave on October 31, 2013.

Memo

To: Mayor and City Council
From: Mark K. Anderson
Date: 10/31/2013
Re: City Council Agenda Items

REGULAR MEETING

Pamela Patrick, Request for Funds for Heber Valley 2014 Memorial Day Program (Tab 1): Pam Patrick has asked to meet with the Council to seek at least \$500 in financial assistance to put on another Memorial Day program in 2014. Last year the Council committed to Pam up to \$1,000 to support this event and \$700 was spent for the sound system and approximately \$220 on food items. Based on Pam's enclosed letter, she is under the impression that we operate on a calendar year budget. The Council's discretionary fund has been committed with the last contribution made to the Good Neighbor Project. If the Council wants to financially support the event, we will need to determine which account the funds will come from.

Ordinance 2013-10, An Ordinance Adopting the Heber City Purchasing Policy (Tab 2): At the last City Council meeting, the Council reviewed the draft purchasing policy and suggested that 48 hours be changed to two business days. Enclosed is a copy of the proposed Ordinance with the requested modification. As noted before, the Council's desire to grant local vendor preference prompted the proposed update of the entire purchasing policy. Also, staff believes it is best to incorporate this policy into the Municipal Code by Ordinance. Staff would recommend approval.

Approve Interlocal Cooperation Agreement between Wasatch County and Heber City for Law Enforcement Services (Tab 3): For several months the Chief of Police has been working with Wasatch County to develop an Interlocal Cooperative Agreement for law enforcement services. The agreement does a good job of spelling out the responsibilities of both agencies as we work together. In paragraph VI(G) the cost of dispatch services previously defined in the Amended Interlocal Agreement for Provision of Jail and Dispatch Services (see enclosed) has been changed to reflect the ability of the County to increase the cost of providing this service by 2% per year. The previous agreement indicated that the cost of this service could be increased consistent with the Regional Consumer Price Index (CPI) as determined by Wells Fargo Bank. Chief Booth and I have no objection to this change. The document has been reviewed by legal counsel. Staff would recommend approval.

Approve Mutual Aid Agreement between Summit County Sheriff's Office and Heber City Police Department for Law Enforcement Services (Tab 4): Enclosed is a mutual aid agreement for law enforcement services between Heber City and Summit County. Even though Summit County approved this agreement several months ago, Chief Booth wanted to bring both agreements forward at the same time. Chief Booth, Mark Smedley and I have reviewed the agreement and would recommend approval. The proposed agreement reflects well on the relationship that Chief Booth has developed with sister agencies.

Award Public Safety Building Architectural Contract: Bart Mumford and I are working with the preferred architect to obtain a revised proposal to give clarity to what services the City will receive and how that cost will be determined as a percentage of the project costs. We will forward this information early next week. Based on preliminary conversation, we expect the initial proposed fee to be reduced and the scope of services offered to be expanded.

Approve Employee Christmas Bonus (Tab 5): During the budget process the Council asked that monies be budgeted for a Christmas bonus for employees. In order to provide a net bonus of the amounts below, I have provided a spreadsheet which summarizes of the estimated cost of the bonus.

Last year the Council approved the following amounts:

Full-time employees	\$250
Part-time employees	\$150
City Council	\$250
Planning Commission	\$ 75
Airport Board	\$ 75
Board of Adjustment	\$ 75

In discussing this with Michelle Kellogg, we believe that there should be differentiation between those part-time employees who work less than 10 hours per week and those who work 10 - 25 hours per week. I have attached a couple of different spreadsheets for Council review/consideration.

MINUTES

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

**Heber City Corporation
City Council Meeting
October 17, 2013**

6:00 p.m.

WORK MEETING

The Council of Heber City, Wasatch County, Utah, met in Work Meeting on October 17, 2013, in the City Council Chambers at 75 North Main Street, Heber City, Utah.

Present:

Mayor
Council Members

David R. Phillips
Robert Patterson
Alan McDonald
Jeffery Bradshaw
Erik Rowland

Excused:

Council Member

Benny Mergist

Also Present:

City Manager
City Recorder
City Engineer
Planning Director
Chief of Police

Mark K. Anderson
Michelle Kellogg
Bart Mumford
Anthony Kohler
David Booth

Others Present: Rod Hopkins

Mayor Phillips opened the meeting and excused Council Member Mergist.

Review Proposed Changes for the Heber City Purchasing Policy: Anderson indicated that a few months ago the Council had discussed allowing local contractors to match other bids, and he felt this item would be best suited as an addition to the purchasing policy. He felt the policy should be updated, and so he looked at other cities' purchasing policies as comparisons to Heber's policy. He stated this draft resembled the Spanish Fork purchasing policy, but with some changes. Anderson noted the draft gave more authority to staff, and asked the Council for feedback. It was indicated that not all of the Council members had reviewed the draft due to email problems. Anderson noted that in the current policy, he had the authority to authorize change orders up to \$10,000, but he was required to report it back to the Council. The new policy would give Anderson the authority to authorize change orders up to \$10,000 or 10% of the contract. Also, if a bid came in under the budgeted amount, it wouldn't need Council approval. Mayor Phillips thought there should be checks and balances in the purchasing policy and right now the council was that check. If the Council didn't have a say on the budget amount, and then had no say on the project bid, it wouldn't have any say with regard to the smaller finance issues.

Anderson also commented that the proposed policy gave latitude to staff on declaring items surplus. He stated the purchasing policies from other cities were incorporated into their municipal codes, so he felt the City's final policy should be codified. Regarding the local bidder

1 preference, the Council determined the bid would need to be matched within two business days.
2 This item was to be moved to the next regular meeting agenda.

3
4 **Discuss Public Hearing Regarding Community Impact Board (CIB) Application:** Anderson
5 recommended that the hearing be held at the November 7th Council meeting. He wanted to report
6 the outcome of the hearing to the CIB. CIB would take into account the discussion in the public
7 hearing because it was not interested in funding projects that were a source of contention in a
8 community. Anderson wanted to discuss the public hearing presentation at some point before the
9 public hearing in order to make sure there was unity in the Council supporting this public safety
10 building project. It was discussed that \$1 million of existing City reserves would be contributed
11 to this project.

12
13 Council Member Rowland asked if there would be a need for a higher than projected property
14 tax increase if the water bond was not funded. Anderson stated that had the bond not been
15 funded, the ability of the City to make the \$1 million contribution toward the public safety
16 building project would be reduced.

17
18 It was discussed that a market interest rate for this same loan would cost the City \$4.5 million
19 more in interest than the CIB loan. Anderson noted that the application suggested CIB didn't like
20 to loan more than \$5 million. The City had requested \$6.7 million, so he hoped CIB would make
21 an exception. Council Member McDonald asked if the property taxes could be lowered after the
22 bond was paid off. Anderson stated he would ask Brian Baker from Zions Bank Public Finance if
23 there was a way to structure the tax increase in such a way that when the project was paid off the
24 taxes would be lowered. Anderson stated he would not recommend using operating money to
25 pay for the loan. He also noted that staff was in favor of the tax increase option that would cover
26 100% of the debt service.

27
28 Council Member McDonald was in favor of having the \$1 million down payment so less money
29 would have to be borrowed. Mayor Phillips stated with a public hearing, the Council would
30 explain the plan for the City concerning the public safety block. Council Member Rowland asked
31 if the City was prepared to educate the public. He wanted to outline where the money would
32 come from and all the funding options. Anderson stated the best thing for the City would be if
33 the CIB funding came through because it would save \$4.5 million. Mayor Phillips indicated the
34 need was there and this project shouldn't be delayed any longer.

35
36 Council Member Rowland asserted a reasonable increase should be shown that would indicate
37 the tax increase would be no more than necessary to construct the building. Council Member
38 McDonald suggested showing the public that the City had looked at all the options, both feasible
39 and non-feasible. Then the public would be aware that the City looked at all other options before
40 considering a property tax increase. Mayor Phillips asked Anderson to research the amount of a
41 tax increase if the total project was bonded versus the amount of the tax increase if the City
42 contributed the \$1million down payment to the project.

43
44 The Council was in favor of reviewing the public hearing presentation during the work meeting
45 on November 7th, at 4:30 p.m.

46
47 **Review Draft List of Capital Improvement Projects for the Heber City Consolidated Plan:**

48 Council Member Rowland asked about the proposed project on the Airport Industrial Park
49 property. Anderson stated he and Ryan Starks with Heber Valley Tourism and Economic

1 Development were discussing getting this development going, and were looking at partnering
2 with a private entity to build the infrastructure and some buildings. In looking at Ogden, there
3 was a company that built a building at the industrial park, and the profit was split with the City.
4 In Burley, Idaho, buildings were built on the city property, and 10% of the rents went back to the
5 city. Anderson stated he would ask Starks to come to the next Council meeting to discuss this
6 further. Council Member McDonald wanted to make sure the appropriate zoning was in place
7 before any agreements were made. Anderson said the City would ask for some master
8 agreements. The Council was in favor of holding a public hearing on the current list of projects.
9 The Airport Industrial Park item was moved to the next work meeting agenda.

10
11 **Review Proposed Corridor Preservation Project Map and Discuss Projects that the City**
12 **May Seek Funding For:** Council Member McDonald noted that part of the corridor was
13 currently being acquired. Anderson stated the County Manager said Midway was not given
14 corridor funds because there were no property owners willing to sell their parcels. The Council
15 wanted to proceed with the 650 South street widening project. Anderson reviewed the City
16 would need to make application to the County for use of the funds. It was decided to make an
17 application to purchase property along 650 South, and also include the 1200 West parcel from
18 the same property owner in that purchase.

19
20 Council Member Patterson asked if the 600 South project was on this year's project agenda.
21 Mumford stated the City was applying for funding for that project and it would not happen this
22 year.

23
24 Council Member Rowland wanted the Council to meet with the Planning Commission. It was
25 decided that the two groups would meet November 14th prior to the Planning Commission
26 meeting.

27
28 Anderson indicated the City Christmas Party was scheduled for December 6th, at 6:00 p.m.

29
30 Anderson brought forward one more item for discussion. He stated Beehive Storage was going to
31 expand. When J.B. Gordon Construction expanded Industrial Parkway, they also installed fire
32 hydrants for Beehive Storage and hooked them up to the City system. Now, Beehive Storage
33 planned on further extending that line. Anderson felt they needed City consent. The Council
34 agreed.

35
36 With no further business, the meeting was adjourned.
37
38
39
40
41

Michelle Kellogg, City Recorder

1 **Heber City Corporation**
2 **City Council Meeting**
3 **October 17, 2013**

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

6
7 **REGULAR MEETING**

8
9 The Council of Heber City, Wasatch County, Utah, met in **Regular Meeting** on October 17,
10 2013, in the City Council Chambers at 75 North Main Street, Heber City, Utah.

11
12
13 **Present:** Mayor David R. Phillips
14 Council Members Robert Patterson
15 Alan McDonald
16 Jeffery Bradshaw
17 Erik Rowland

18
19 **Excused:** Council Member Benny Mergist

20
21 **Also Present:** City Manager Mark K. Anderson
22 City Recorder Michelle Kellogg
23 City Engineer Bart Mumford
24 Planning Director Anthony Kohler
25 Chief of Police David Booth

26
27 **Others Present:** Rod Hopkins, Brian Balls, Alisha Earl, Courtney Neerings, Davidene
28 Zimmerman, Mario Sanchez, Carolina Moreno, Santiago Penado, Xela Thomas, Sandra Thomas,
29 Anares Rosas, Dani Loehr, Marina Loeh, Jaclyn Phillips, John Zimmerman, Laurie Wynn,
30 Colton Mecham, Sadie Broadhead, Skylar Vitez, Randy Larsen, Adysen Larsen, Danny Goode,
31 Heidi Franco, Salvador Segura, and others whose names were illegible.

32
33 Mayor Phillips opened the meeting and excused Council Member Mergist. He welcomed those
34 in attendance and recognized the Boy Scouts and high school students.

35
36 **Pledge of Allegiance:** Council Member Erik Rowland

37 **Prayer:** Council Member Robert Patterson

38
39 **Minutes:** October 3, 2013 Work and Regular Meetings

40
41 Council Member Rowland moved to approve the above listed minutes. Council Member
42 Bradshaw seconded the motion. Voting Aye: Council Members Patterson, McDonald, Bradshaw,
43 and Rowland. Council Member Mergist was excused.

44
45 ***OPEN PERIOD FOR PUBLIC COMMENTS***

46
47 Mayor Phillips asked those in the audience who wished to address the Council to come forward
48 at this time. No comments were given.

APPOINTMENTS

1
2
3 **Mayor Phillips's Recognition of Officer Xela Thomas for Outstanding Service:** Mayor
4 Phillips read a letter from a law office that commended Officer Thomas for the kindness,
5 professionalism, and dedication in her service regarding a tragic situation with a local family. He
6 thanked Officer Thomas for her outstanding service and presented her with a \$100 check.
7

8 **John Zimmerman, Request to Have Heber City Pay His Water and Sewer Impact Fees for**
9 **His Home Located at 1070 South Mill Road:** Zimmerman stated he and his family moved to
10 Heber in 1997. He was here tonight to request that his impact fees be waived. Mayor Phillips
11 explained that according to State statute, impact fees must be paid; so if Zimmerman didn't pay
12 them, the City would be required to pay the fees in his behalf. Zimmerman explained the history
13 of developing the subdivision in which his property was located. He felt that whatever contract
14 the City had with Sage Holdings, who was the original property owner, the agreement should be
15 carried over to Zimmerman so he would not be liable for the impact fees. It was noted the City
16 never had a contract with Sage Holdings. Zimmerman also felt the City had some responsibility
17 regarding a lawsuit he had fought with the new owners of the development for the past three
18 years over a property line setback that did not comply with the City code. He stated he did not
19 want to bear the whole cost of these mistakes.
20

21 Council Member Rowland felt Zimmerman went through a large expense and felt justified that
22 the City should help so he wouldn't have to bear all the costs by himself. Zimmerman
23 commented that he would be willing to pay his past monthly sewer bills that had not been
24 charged. Mumford stated the impact fees for water, sewer, and pressurized irrigation would total
25 \$7,620. Council Member McDonald asked what the value of the property was that was lost
26 when the property line changed. Zimmerman stated he offered \$30,000 for that strip of land and
27 the investment firm, who took over the parcel when Sage Holdings went bankrupt, refused.
28 Council Member Rowland clarified that the value of that 3.5 foot x 100 foot strip of land was
29 worth more than the \$7,620 impact fees.
30

31 Mumford stated Sage Holdings had indicated to the City that the house would be hooked up to
32 water and sewer service, but there was no written agreement. Council Member Rowland asked
33 Anderson for his concerns with this issue. Anderson stated that the State code declared the City
34 could pay impact fees for projects that were for broad public benefit. Council Member Bradshaw
35 asked if the bond was used to finish the bankrupt project. Anderson stated the bond was not
36 meant to pay for impact fees. He also felt the City would probably have immunity from any
37 responsibility regarding the setback discrepancy, but noted he had not looked at that issue.
38

39 Council Member Rowland moved to approve John Zimmerman's request that the City pay his
40 water, sewer and pressurized irrigation impact fees with money from the General Fund based on
41 settling the lawsuit so a new subdivision could begin construction on the disputed land. Council
42 Member Rowland felt that effort would constitute broad public benefit. He was also in favor of
43 approving this request because the value of property lost was greater than the value of the impact
44 fees, although he did not think it was the fault of the City. Council Member McDonald seconded
45 the motion.
46

47 Council Member McDonald commented that he was in favor of approving Zimmerman's request
48 in order to reimburse him for the loss of his property. Council Member Bradshaw stated he
49 would prefer giving the \$7,620 to Zimmerman as a partial payment for lost property, and then

1 have him pay his impact fees. Council Member Rowland asserted that in having the City pay
2 these impact fees, Zimmerman would not come against the City for additional compensation for
3 the loss of property. Zimmerman stated he would sign any agreements necessary to absolve the
4 City from responsibility. Anderson advised the Council to seek advice from the City Attorney
5 regarding this issue. He thought there had been decisions made by the developer, surveyor, City
6 and others. It would be well to understand where the City responsibilities lied. Council Member
7 Rowland understood Anderson's concerns, but felt Zimmerman justified his case and stated the
8 City would be not held liable for further responsibility. Council Member Patterson asked if the
9 water rights were given to the City. Mumford acknowledged the water rights were given to the
10 City and that was not an issue. Anderson asked Brian Balls if there was legal precedence from a
11 surveyor's perspective. Balls asserted that the first thing to do would be to determine if there was
12 an error. If there was, then determine who was liable.

13
14 Voting Aye: Council Members Patterson, McDonald, Bradshaw, and Rowland. Council Member
15 Mergist was excused.

16 17 *ACTION ITEMS*

18
19 **Resolution 2013-15, Consideration for Adoption of a Resolution Authorizing the Issuance**
20 **and Sale of its Water Revenue Bonds, Series 2013 in the Aggregate Principal Amount of**
21 **\$900,000 and Related Matters:** Anderson noted Randy Larson with Ballard Spahr was here to
22 answer any questions. Anderson stated the purpose tonight was to adopt the resolution
23 authorizing the Mayor and City Recorder to sign the bond documents.

24
25 Council Member Rowland moved to approve Resolution 2013-15, consideration for adoption of
26 a resolution authorizing the issuance and sale of its Water Revenue Bonds, Series 2013 in the
27 aggregate principal amount of \$900,000 and related matters. Council Member Bradshaw made
28 the second. Council Member McDonald stated he did not support this bond because the City had
29 \$750,000 and reserves in other funds to pay for these projects without going into debt.

30
31 Voting Aye: Council Members Patterson, Bradshaw, and Rowland. Voting Nay: Council
32 Member McDonald. Council Member Mergist was excused. Motion passed.

33 34 *DISCUSSION/ACTION ITEMS*

35
36 **Guy Haskell, Request for New Subdivision Plat Approval for Phase I (16 Lots) and Phase**
37 **II (11 Lots) of the Swift Creek Subdivision and Associated Subdivision Agreement:**

38 Anderson stated at the last meeting the Swift Creek Subdivision was approved, but upon meeting
39 with Haskell this past Monday, Haskell indicated he wanted to develop the subdivision in phases
40 and he didn't want to install a fence next to the Christensen property. It was indicated that the
41 City code did not require fences. Mayor Phillips asked if the Planning Commission required the
42 fence to be erected. Kohler stated the Planning Commission assumed the developer would
43 volunteer to erect a fence. Mayor Phillips asked if the Council would like the Planning
44 Commission to consider changing the City code to require fences of the same size and color from
45 developers. The Council agreed this issue should be considered by the Planning Commission and
46 brought to the Council in the near future. Anderson stated the farm language was noted on the
47 plat for Phase I. Mumford stated Haskell agreed that he would construct a bridge over the canal,
48 but that would be in the Phase II construction process.

1 Council Member Rowland moved to approve the changes to the Swift Creek Subdivision plat as
2 outlined in Phases I and II. Council Member Bradshaw seconded the motion.

3

4 Voting Aye: Council Members McDonald, Bradshaw, and Rowland. Voting Nay: Council
5 Member Patterson. Council Member Mergist was excused. Motion passed.

6

7 Council Member Patterson moved to go into Closed Session for the purpose of discussing land
8 acquisition and personnel at 8:00 p.m. Council Member Rowland made the second.

9

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

12

13 Upon adjourning from Closed Session at 8:36 p.m. the Council adjourned from the Regular
14 Meeting.

15

16

17

18

19

Michelle Kellogg, City Recorder

APPOINTMENTS

TAB 1

Pamela L. Patrick
1610 East 1050 North
Heber City, UT 84032-3475

October 29, 2013

Ms. Michelle Kellogg
Heber City Recorder
75 N. Main Street
Heber City, UT 84032

RE: 2014 Memorial Day Program Financial Request

Dear Michelle:

I would like to be able to speak to the City Council on Thursday, November 7, 2013 to request funds for the 2014 Memorial Day Program before their budget is finalized and to thank them for the funds they gave last year which helped make the program a success. I am requesting at least \$500.00 for the event. Wasatch County, Midway City, Charleston and Wallsburg will all be asked to contribute since this event is for the entire valley to honor all of our veterans and their sacrifices.

Thank you for your help.

Sincerely,

Pamela L. Patrick
Program Coordinator

ACTION ITEMS

TAB 2

ORDINANCE NO. 2013-10

AN ORDINANCE ADOPTING TITLE 3.14, HEBER CITY MUNICIPAL CODE, PURCHASING SYSTEM.

BE IT ORDAINED by the City Council of Heber City, Utah, that the Heber City Purchasing Policy associated with Title 3.14 of the Heber City Municipal Code is adopted as and pursuant to the attached Exhibit A.

This Ordinance shall take effect and be in force from and after (a) its adoption, (b) a copy has been deposited in the office of the City Recorder, and (c) a short summary of it has been published in the Wasatch Wave, a complete copy has been published in the Wasatch Wave or a complete copy has been posted in three public places within Heber City but not prior to the ____ day of _____, 2013.

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

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

APPROVED:

Mayor David R. Phillips

ATTEST:

RECORDER

Date of First Publishing: _____

**HEBER CITY CORPORATION
Municipal Code**

Chapter 3.14

Purchasing System

1		
2		
3	3.14.010	System Adopted
4	3.14.020	Definitions
5	3.14.030	Administration
6	3.14.040	Bid Process
7	3.14.050	Choice of Bid Process
8	3.14.060	Awarding of Bids and RFPs
9	3.14.070	Exceptions to Bidding Requirements
10	3.14.080	Interlocal Agreements in Letting of Contracts for Commodities or Services
11	3.14.090	Disposal or Lease of Public Property
12	3.14.100	Penalties

3.14.010 System Adopted

Pursuant to Utah Code Annotated §10-6-122, §10-7-20, §10-8-1, §10-8-2, and other pertinent provisions of the laws of the state of Utah, there is adopted and established a purchasing system for Heber City Corporation which shall be based on the following principles.

3.14.020 Definitions

Unless the context requires otherwise, the terms as used in this chapter, shall have the following meanings:

“Adequate Appropriation Balance” means sufficient fund balance which must exist in the line item appropriation in the approved budget against which the purchase order is to be charged.

“Bidding” means the procedure used to solicit quotations on price and delivery from various prospective suppliers of supplies, equipment and contractual services.

“Bid Process” means the process used by the City to solicit and award bids or contracts. Examples of bid processes used in this chapter include formal competitive bidding, competitive sealed proposals in lieu of bids and open market procedure.

“Capital Improvements Projects” means any construction which adds to or improves infrastructure or buildings of the City.

“Construction” means the process of building, renovating or demolishing any public structure or building, major developmental work, or landscaping of public real property. It does not include the routine operations, routine repair, or routine maintenance of existing structures, buildings or real property.

“Line Item Change Order” means changes to the quantities of existing line items with unit pricing approved according to the purchasing system.

“Local Bidder” means a firm or individual who regularly maintains a place of business and transacts business in, or maintains an inventory of merchandise for sale in, or is licensed by, or pays business taxes in Wasatch County.

“Professional Services” means, but not be limited to, the following: auditing, architecture, banking, insurance, engineering, appraisals, legal services, and other consulting services.

“Public Property” Any item of real or personal property owned by the City.

“Responsible Bid” means an offer, submitted by a responsible bidder to furnish supplies, equipment or contractual services in conformity with the specifications, delivery terms and conditions, and other requirements included in the invitation for bids.

HEBER CITY CORPORATION
Municipal Code

1 **“Lowest Responsible Bidder”** means a person or firm who has the capability in all respects to
2 perform fully the contract requirements and who has the integrity and reliability which will assure good faith
3 performance. The lowest responsible bidder is a bidder who has submitted the lowest bid to furnish supplies
4 or contractual services to the City, and who meets the standards set forth in this definition. The lowest
5 responsible bidder's bid shall comply with the specifications, delivery terms and conditions, and other
6 qualifications and requirements included in the invitation for bids, and shall be accompanied by any bonds
7 required by the City or other applicable law. In determining the lowest responsible bidder, the City shall give
8 primary emphasis to bid price, but may also consider the following items in addition to the actual bid price:

- 9 1. The ability, capacity, experience and skill of the bidder to perform the service required.
- 10 2. Whether the bidder can perform the contract or provide his or her services within the time
11 specified.
- 12 3. The quality and performance of previous services by the bidder, either to the City or another
13 entity.
- 14 4. Quality, availability and adaptability of the supplies or contractual services to the particular
15 use required.
- 16 5. The ability of the bidder to provide future maintenance and service.
- 17 6. The number and scope of conditions attached to the bid or price quotation.
- 18 7. The maintenance history of the product, the parts and service costs of the product, existing
19 inventory, mechanic's expertise, and ease of maintenance.
- 20 8. Whether the bidder maintains a licensed business location in Wasatch County.

21 All bidders shall furnish information and data requested by the City that will assist the City in
22 determining whether or not a particular bidder is the "lowest responsible bidder".

23 **“Supplies, Materials and Equipment”** means any tangible and all articles of personal property or
24 things which shall be furnished to or used by any City department or by any City employee in the
25 performance of his or her duties. For purposes of brevity, supplies, materials and equipment shall hereafter
26 be collectively referred to as "supplies".

27
28 **3.14.030 Administration**

29 The City Manager or his/her designee shall function as the chief procurement officer for the City.
30 He/she shall administer the purchasing system provided by this chapter, shall perform the duties and have the
31 powers concerning purchasing as follows:

- 32 A. Administer and maintain the purchasing system;
- 33 B. Recommend to the City such new or revised purchasing requirements as are deemed
34 desirable and in conformance with other statutory requirements;
- 35 C. Negotiate and recommend execution of contracts for the purchase of supplies, equipment
36 and contractual services;
- 37 D. Seek to obtain as full and open competition as possible on all purchases;
- 38 E. Keep informed of current developments in the field of purchasing, i.e., prices, market
39 conditions, new products, etc.;
- 40 F. Prescribe and maintain such forms as are reasonably necessary to the operation of this
41 chapter and other rules and regulations;
- 42 G. Supervise the inspection of all supplies and equipment to assure conformance with
43 specifications;
- 44 H. Transfer surplus or unused supplies and equipment between departments as needed;
- 45 I. Maintain a bidders' list, vendors' catalog file, and other records needed for the efficient
46 operation of the purchasing system.

HEBER CITY CORPORATION
Municipal Code

1 **3.14.040 Bid Process**

2 The City shall substantially comply with the following guidelines for the specific bid process
3 used:

4 A. **Formal Competitive Bidding**

5 1. **Notice Inviting Bids Issued**

6 a. Notice includes a general description of the articles to be purchased or the
7 work to be performed, the location where bid plans and specifications may be secured, and the time and
8 place for opening bids.

9 b. The notice inviting bids shall be:

10 i. In cases involving building improvements or public works projects
11 over the bid limit as defined in Utah Code Ann. § 11-39-101: Published in a newspaper of general
12 circulation within the City at least five (5) days before the date of the opening of the bids and, at the
13 discretion of the City, may be; delivered to known responsible prospective bidders, including those whose
14 names are on a bidders' list or who have made a written request that their names be added to the bidders' list;
15 posted on an electronic bid page which is accessible to large numbers of potential bidders.

16 ii. In cases involving building improvements or public works projects
17 less than the bid limit, or the purchase of any supplies, materials and equipment, the City performs the work
18 itself, purchases off the State Bid, obtains a bid lower than the State Bid, or, at the discretion of the City, bid
19 requests may be: Delivered to known responsible prospective bidders and/or suppliers, including those
20 whose names are on a bidders' list or who have made a written request that their names be added to the
21 bidders' list; posted on an electronic bid page which is accessible to large numbers of potential bidders.

22 2. **State Bid List** If there is a quotation for the item desired to be purchased on the
23 State bid list, the City may invite prospective bidders to bid against the price quoted in the State bid list.

24 3. **Bid Procedure**

25 a. Sealed bids shall be submitted as designated in the notice.
26 b. Bids shall be opened in public at the time and place stated in the notice.
27 c. A tabulation of all bids received shall be open for public inspection during
28 regular business hours for a period of not less than thirty (30) days after the bid opening.
29 d. Bids submitted to the City shall be evaluated on the basis of compliance
30 with specifications and other relevant criteria.

31 4. **Bid Award** Bids shall be awarded or rejected as set forth in Section 3.14.060.

32 B. **Competitive Sealed Proposals in Lieu of Bids (RFP)** This bid process may only be used
33 when the City Manager or designee determines that the use of formal competitive bidding is either
34 impractical or not advantageous to the City, or for professional service contracts.

35 1. **Notice** shall be given by one or more of the following:

36 a. Solicitation through a request for proposals. Request are to be delivered to
37 known responsible prospective bidders or suppliers, including those whose names are on a bidders' list or
38 who have made a written request that their names be added to the bidders' list, and/or

39 b. Public notice of the request for proposals may be given by publication once
40 in a newspaper, magazine or journal likely to give notice to qualified bidders or suppliers five (5) days prior
41 to the date of bid opening.

42 c. Posting on an electronic bid page which is accessible to large numbers of
43 potential bidders.

44 2. **Request for Proposals** The request for proposals shall state the general and
45 pertinent information regarding the articles to be purchased or work to be performed and any evaluation
46 factors.

47

HEBER CITY CORPORATION
Municipal Code

1 3. **Opening of Proposals**

2 a. Proposals shall be opened so as to avoid disclosure of contents to competing
3 bidders during the process of negotiation.

4 b. A register of proposals shall be maintained by the City for thirty (30) days
5 after the contract award and shall be open for public inspection.

6 4. **Revision of Proposals**

7 a. As provided in the request for proposals, discussions may be conducted with
8 responsible bidders who submit proposals determined to be reasonably susceptible of being selected for
9 award. The purpose of the discussion is to assure full understanding of and responsiveness to the solicitation
10 requirements.

11 b. Bidders shall be accorded fair and equal treatment with respect to any
12 opportunity for discussion and revision of proposals. Any revision may be permitted after submissions and
13 prior to award for the purpose of obtaining best and final offers.

14 c. In conducting discussions, there shall be no disclosure of any information
15 derived from proposals submitted by competing bidders.

16 5. **Award of Proposal** Award shall be made to the responsible bidder whose proposal
17 is determined to be the most advantageous to the City, taking into consideration price, the evaluation factors
18 set forth in the request for proposals, and other criteria set forth herein. The City may further negotiate terms
19 in order to comply with budgets, specific services/products sought, and other matters beneficial to the City.
20 The award shall be in accordance with section 3.14.060.

21 C. **Open Market Procedure**

22 1. Supplies may be purchased through supplier accounts the City has opened with
23 various vendors. Employees are encouraged to use sales events for those common supplies sold through
24 various public vendors.

25 2. Purchases shall, whenever possible, be based on at least three (3) bids (price
26 quotations) and shall be awarded to the lowest responsible bidder.

27 3. Bids (price quotations) shall be solicited from prospective vendors by written or oral
28 request.

29 4. The City Manager or his/her designee may approve purchases on the open market.
30

31 **3.14.050 Choice of Bid Process**

32 Except as otherwise provided in this Chapter or by provisions of State or Federal law, purchases of
33 supplies, services, or equipment shall follow one of the bid or RFP processes outlined below for the
34 appropriate dollar amount. In cases where more than one alternative is listed as acceptable for a given dollar
35 amount, any of the listed alternatives shall be acceptable. The City shall not incur any liability for choosing
36 one alternative over another. The choices of bid process are as follows:

37 A. Purchases of supplies or services having an estimated value in excess of
38 (\$50,000.00) shall be pursuant to one of the following procedures:

39 1. State bid.

40 2. Formal competitive bidding, without the requirement of publishing notice.

41 3. Competitive sealed proposals in lieu of bids.

42 B. Purchases of supplies or services having an estimated value of greater than five thousand
43 dollars (\$5,000.00) but less than or equal to (\$50,000.00) shall be pursuant to one of the following
44 procedures:

45 1. State bid.

46 2. Formal competitive bidding, without the requirement of publishing notice.

47 3. Competitive sealed proposals in lieu of bids.

48 4. Open market procedure.

HEBER CITY CORPORATION
Municipal Code

1 C. Whenever the supplies or services have an estimated value of \$5,000.00 or less, all bid
2 processes and price solicitation procedures may be dispensed with.

3
4 **3.14.060 Awarding of Bids and RFPs**

5 A. **Bids/Purchases in Relation to Budget** Except as otherwise required by law, building
6 improvement or public works projects and supplies, services, and equipment, no more than the lesser of
7 \$10,000.00 or 10% of the appropriation balance, and within the scope of the project, as budgeted by the City
8 Council, may be accepted and awarded by the City Manager or designee. Bids which exceed the budgeted
9 amounts by more than the lesser of \$10,000.00 or 10% of the appropriation balance must be approved and
10 awarded by the City Council.

11 B. **Professional Services** Contracts for professional services in an estimated amount no more
12 than the lesser of \$10,000.00 or 10% of the appropriation balance, and within the scope of or related to the
13 project, as budgeted by the City Council, may be accepted and awarded by the City Manager or designee.
14 Proposals which exceed the budgeted amounts by more than the lesser of \$10,000.00 or 10% of the
15 appropriation balance must be approved and awarded by the City Council.

16 C. **Rejection of Bids** The City Council or the City Manager or his/her designee, or others
17 authorized to accept and award bids may reject any and all bids presented, and may re-solicit for bids as set
18 forth in this Chapter. The City may proceed to do any work itself after rejecting all bids, by following the
19 procedures set forth in Utah Code Ann. §11-39-103.

20 D. **Lowest Responsible Bidder** Except as otherwise allowed or required, the City shall award
21 the contract or bid to the lowest responsible bidder.

22 E. **Negotiation of Bids** Where a bid exceeds available funds and time or economic
23 considerations preclude re-solicitation of work or purchase of a reduced scope or quantity, the City Manager
24 or designee may negotiate an adjustment of the bid price, including changes in the bid requirements, with the
25 lowest responsible bidder, in order to bring the low bid within the amount of available funds.

26 F. **Tie Bids** If two (2) or more of the bids received are for the same total amount or list price,
27 quality and service being equal, the City Manager or designee may negotiate with the bidders and obtain the
28 best bid possible and/or give a preference to a local bidder.

29 G. **Local Bid Preference** For purchases under \$25,000 in total, local bidders will be allowed to
30 match the low bid submitted by non-local providers as follows:

31 1. When a quotation or bid for supplies, equipment, services, or materials from a non-
32 local provider (from outside Wasatch County) submitted in response to a quote invitation or bid request is
33 the low bid price, AND there is a local bidder whose bid or quote is within ten (10%) percent of the lowest
34 bid of the non-local bidder(s), the purchase shall be awarded to the local bidder provided he/she agrees to
35 meet the low quote or bid of the lowest non-local bidder within two business days after notification.

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

41 H. **Single Bids** The City Manager or his/her designee may require a price or cost analysis if
42 only one bid is received. The bidder may be required to furnish a detailed cost proposal, and the bid award
43 shall be subject to subsequent negotiation.

44 I. **Bonds** Before entering a contract, the City shall have authority to require performance,
45 payment, or other bonds in such amounts as deemed necessary to protect the interests of the City. The types
46 and amounts of the bonds to be required shall be described in the notice inviting bids.

47 J. **Change orders** Change orders which increase the contract price in an amount of the lesser
48 of \$10,000.00 or 10% of the contract amount may be approved by the City Manager or designee, as long as
49 the overall project budget is not exceeded by more than the lesser of \$10,000.00 or 10% of the contract price,

HEBER CITY CORPORATION
Municipal Code

1 and provided further that the sum of all change orders does not increase the contract price by more than the
2 lesser of \$10,000.00 or 10% of the contract amount. Line item change orders may be approved by the City
3 Manager or designee as long as the overall project budget is not exceeded by more than the lesser of
4 \$10,000.00 or 10% of the contract price.

5
6 **3.14.070 Exceptions to Bidding Requirements**

7 Unless otherwise required by State or Federal law, the bid process requirements set forth in section
8 3.14.050 do not apply in the following situations.

9 **A. Professional service contracts**

10 1. Professional services shall include, but not be limited to, the following: auditing,
11 architecture, banking, insurance, engineering, appraisals, legal services, and other consulting services.
12 Professional service contracts shall be awarded based on professional qualifications, service ability, cost of
13 service, and other criteria deemed important by the City.

14 2. A professional services contract for the annual fiscal year financial audit shall only
15 be awarded by the City Council. This contract may be awarded for multiple years. The performance of the
16 auditing firm may be reviewed periodically to determine whether to continue the contract or put it back out
17 to bid.

18 **B. Contracts Not Suited to Competitive Bidding** Contracts, which by their nature are not
19 suited to award by competitive bidding, shall not be subject to the competitive bidding requirements of
20 Section 3.14.040. These contracts include, but are not necessarily limited to:

- 21 1. Contracts for items which may only be purchased from a single or sole source.
22 2. Contracts for additions to and repairs and maintenance of equipment owned by the
23 City which may be more efficiently added to, repaired or maintained by a particular person or firm.
24 3. Contracts for equipment which, by reason of the training of City personnel or the
25 inventory of replacement parts maintained by the City, is more compatible with the existing equipment
26 owned by the City.

27 **C. Auction, Closeout, Bankruptcy Sales** If the City Manager or designee determines that
28 supplies, materials or equipment can be purchased at any public auction, closeout sale, bankruptcy sale or
29 other similar sale, and if the City Manager or his/her designee finds that a purchase at any such auction or
30 sale will be made at a cost below the market cost in the county, a contract or contracts may be let, or the
31 purchase made, without complying with the competitive bidding requirements of this Chapter.

32 **D. Exchanges** Exchanges of supplies, material or equipment between the City and any other
33 public agency which are not by sale or auction shall be by mutual agreement of the respective public
34 agencies.

35 **E. Projects Performed by City Employees** City employees may be used to complete City
36 projects, provided that the City complies with State statutory requirements governing contracts for building
37 improvements and public works projects.

38 **F. State Bid List** The City may purchase supplies from the vendor who has submitted the
39 lowest bid price for such items to the State of Utah Purchasing Office at the quoted price, without any
40 solicitation or price quotation or invitation to bid. For such purposes, the quoted price shall be deemed to be
41 the lowest price available for such items and the City need not follow any other bidding requirements.

42 **G. Utah Correctional Industries Division** Goods and services produced by the Utah
43 Correctional Industries Division may be purchased from the Utah Correctional Industries Division without
44 following any of the bidding requirements set forth herein.

45 **H. Emergency Purchases** Notwithstanding any other section of this Chapter, competitive
46 bidding may be suspended in the event of an emergency when supplies, services, and/or contracts are needed
47 immediately in order to respond to the emergency. A state of emergency must have been declared by the
48 Mayor, City Manager, Public Safety Director, or Public Works Director, or their next in command if they are

HEBER CITY CORPORATION
Municipal Code

1 not available. In order to suspend competitive bidding, the emergency must require immediate action and/or
2 response in order to protect the life, health, or safety of persons or property, or, in the event of an
3 improvement bond forfeiture, the need to complete the bonded improvements in a certain time frame, given
4 all factors, including weather considerations.
5

6 **3.14.080 Interlocal Agreements in Letting of Contracts for Commodities or Services**

7 The City shall have the power to enter into joint purchase agreements with any or all other public
8 agencies within the state for the purchase of any commodity or service, whenever it is determined by the
9 City Council to be in the best interest of the City.
10

11 **3.14.090 Disposal or Lease of Public Property**

12 A. No public property having an estimated value in excess of one hundred dollars (\$100.00)
13 shall be disposed of or released to anyone other than the City, unless such property has been declared
14 surplus by the City Manager or designee.

15 B. Whenever public property is surplus, unused, obsolete, unsuitable or otherwise no longer
16 needed, the department head having control of such property shall notify the City Manager or designee.
17 The City Manager or designee may notify other City departments of the availability of such property. The
18 City Manager or designee shall supervise any transfer of such property to any other department. If no use
19 can be made or can be expected to be made within the reasonably foreseeable future, the property shall be
20 disposed of in accordance with this section.

21 C. The City Manager or designee shall prepare a listing of all City-owned property which
22 s/he feels is no longer needed by the City and which can be declared surplus. After an item has been
23 declared surplus, the property may be disposed of or leased. If an item has an estimated salvage value over
24 five thousand dollars (\$5,000), the City Council shall approve its disposal. All disposals, leases and/or
25 subleases of public property shall be made, in accordance with law, under the direction of the City
26 Manager or designee.

27 D. Except as otherwise required by State law, boundary line agreements and deeds conveying
28 unneeded portions of rights-of-way or easements may be executed without declaring the property surplus.

29 E. Before disposing of a significant parcel of real property, the City shall comply with the
30 provisions of Utah Code Ann. 10-8-2(4). For purposes of this section, a significant parcel of real property is
31 defined to be any parcel one acre or greater, or any parcel with a structure or structures upon it where the
32 value of such improved real property is greater than \$500,000.00. Reasonable notice shall constitute posting
33 the property thirty (30) days prior and publishing notice in a newspaper of local circulation fourteen (14)
34 days prior to a public hearing concerning the disposition.
35

36 **3.14.100 Penalties**

37 A. It is unlawful:

38 1. For any bidder or prospective bidder, or any employee or officer thereof, in restraint
39 of freedom of competition or otherwise, by agreement with any other person, bidder, or prospective bidder,
40 to bid a fixed price, or to "rotate" bidding practices among competitors.

41 2. For any person to offer or to give to any elected official, officer or employee of the
42 City or any member of his immediate family, any gift, whether in the form of money, services, loan, travel,
43 entertainment, hospitality, promise, or other form, under circumstances in which it could reasonably be
44 intended to influence him/her or could reasonably be expected to influence him/her in his/her duties
45 concerning the award of any contract or order of purchase, or for any elected official, officer or employee to
46 directly or indirectly solicit or directly or indirectly accept any such gift for such purpose.

HEBER CITY CORPORATION
Municipal Code

- 1 3. For any elected official, officer or employee to disclose, in advance of the opening
2 of the bids, the content of any bid invited through the formal competitive bidding procedure.
- 3 4. For any elected official, officer or employee to actively participate in the awarding
4 of a contract from which s/he will directly benefit, without fully disclosing any interest s/he has therein.
- 5 5. For any elected official, officer or employee or other person to appropriate for
6 personal or private use any item of public property.
- 7 6. To purchase supplies or equipment for the personal use of any elected official,
8 officer or employee unless the item or items are required parts of a worker's equipment and are necessary to
9 the successful performance of the duties of such official, officer or employee. Other personal purchases shall
10 not be permitted and will be cause for disciplinary action.
- 11 B. The following contracts are, in the discretion of the City Manager, voidable:
- 12 1. Contracts which result from a conflict of interest under this Chapter or other
13 applicable law.
- 14 2. Contracts awarded to a person or firm that tried to influence the award of such
15 contract by offering something of value to any elected official, officer or employee.
- 16 C. A violation of this section by a City employee shall be cause for disciplinary action. A
17 violation of this section by an elected official shall be malfeasance in office.

DRAFT

TAB 3

INTERLOCAL COOPERATION AGREEMENT
BETWEEN Wasatch County AND Heber City

I. PARTIES

This Interlocal Cooperation Agreement is made and entered into by and between Wasatch County (“the County” or “WCSO”), a political subdivision of the State of Utah, whose address is 25 North Main Street, Heber City, Utah, 84032 and Heber City (“the City” or “HCPD”), also a political subdivision of the State of Utah, whose address is 75 North Main Street, Utah 84032.

II. RECITALS

WITNESSETH

WHEREAS the parties hereto, by and through their respective law enforcement offices, each have the authority and jurisdiction conferred by the laws of the State of Utah to perform law enforcement activities within their respective geographical jurisdictions; and

WHEREAS Wasatch County and Heber City share geographic boundaries and have common jurisdictional interests; and

WHEREAS the parties desire to enter into an Agreement whereby the parties will assist each other in providing emergency response services and equipment when, if and as needed or requested; and

WHEREAS the Utah Code, Title 11 provides law enforcement entities the ability to enter into an agreement wherein they may the exercise joint power or powers, privileges or authority; and

WHEREAS the parties believe it is in the best interests of each and all of their citizens that this agreement be reached to help protect the health, safety and welfare of all;

NOW THEREFORE IN CONSIDERATION OF THE FULFILLMENT OF THE MUTUAL PROMISES, TERMS AND CONDITIONS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

III. PURPOSE

The purpose of this Interlocal Cooperation Agreement is to permit joint or cooperative action between the City and the County and to establish the terms and conditions under which Wasatch County, including its various departments and offices (e.g. the Sheriff’s Office, County Attorney’s Office, Justice Court, Information Systems Department) and the Heber City Police Department will provide, use and share certain essential services and equipment.

IV. DEFINITIONS

- A. **Administrative Calls for Service**—The requests for service received by the Wasatch County Dispatch Center outside of the 911 system.
- B. **Chief**—Refers to the Chief of Heber City Police Department, including his/her designee.
- C. **Sheriff**—Refers to the Sheriff of Wasatch County, including his/her designee.
- D. **Wasatch County Spillman User's Group**—Those public safety agencies who use Spillman software pursuant to Wasatch County Sheriff's Office license (see the Wasatch County Spillman User's Group Memorandum of Understanding).

V. TERM

This Agreement is effective upon date last signed and executed by the duly authorized representatives of the County and the City. This Agreement may be terminated, without cause, by either party upon 30 days written notice, which notice shall be delivered by hand, or certified mail to the address listed above, or by electronic delivery of notice.

VI. OBLIGATIONS OF HEBER CITY

Heber City will:

- A. When requested by Wasatch County, respond to assist with any call for service within Wasatch County;
- B. When requested by the County, handle a call for service or investigate a case in the County and provide the Dispatch Center with a disposition of the case. In addition, the City will advise the County of any intelligence, officer safety or other information concerning patrol actions. The City officer responsible for the case will author a complete and prompt incident report on the matter;
- C. Pay the County an annual Spillman maintenance fee. Spillman will assess an annual fee to the County, the agency holding the Spillman license. In turn, the County will divide the number of total users by the annual fee assessed by Spillman to obtain a per-user maintenance fee. The City will then timely pay the County its share of the total annual maintenance fee;
- D. Make law enforcement records available to other Spillman users (i.e. WCSO and Hideout Police Department) in accordance with HCPD policy. In addition, the City will ensure their Spillman users complete their reports and use the Spillman database according to the minimum requirements established by the Wasatch County Spillman User Group;

- E. Pay the County \$72,531.96 annually, in payments of \$6,044.33 per month, for dispatch fees. In addition, the County may assess a per-annum increase of no more than 2% of the previous year's dispatch fees. Negotiations for any increases in dispatch fees will be initiated by the County by January 31 of any given year. If the County does not initiate the discussion by January 31 of any given year, the fee employed the year immediately preceding the time in question will be assessed. In the event dispatch fees are increased in any given year, the increase will be effective July 1st of that year;
- F. Ensure their officers and employees are judicious in their use of dispatch services, always seeking to use alternate resources when possible. In addition, HCPD will acquire and maintain their own radio equipment for officers and other users; and
- G. The City authorizes County deputies full authority to enforce the provisions of the Heber City Code.

VII. OBLIGATIONS OF WASATCH COUNTY

The Sheriff's Office will:

- A. Provide dispatching services, which includes sending HCPD units to 911 or administrative calls within the City, 911 and administrative call-taking, transferring of calls, faxing, generation of case numbers, maintaining/completing call-outs and notifications based upon pre-approved parameters, perform service requests, enter and remove property and persons from databases, arrange for tow trucks as part of the Sheriff's rotation, maintain close contact with HCPD units (security checks) and other duties as requested;
- B. Provide access to select Wasatch County radio talk groups within the UCAN system (i.e. Wasatch County Car-to-Car);
- C. Provide jail services, including inmate processing, and booking and holding of prisoners for HCPD cases and for prisoners booked by HCPD officers for other agencies. Heber City officers will present their prisoners to the jail with the understanding that the Jail has the authority to refuse to accept arrestees when certain circumstances exist (i.e. significant health concerns exist, especially those emergent in nature or untreated). Moreover, HCPD officers will work to be judicious in their use of jail facilities, especially if/when informed by the jail of overcrowding or limited resources;
- D. Provide a records management program (i.e. Spillman, CAD, mapping and mobile dispatching software and records access) through the County Information Systems Department. Provide access to County law enforcement records as outlined by County policy;
- E. Provide Information System maintenance for Spillman software;

- F. Dispatch WCSO units to calls for service within the City when requested by the City. When requested by the City, dispatch WCSO units to calls for service within the City. In addition, the County will advise the City of any intelligence, officer safety or other information concerning patrol actions. The County officer responsible for the case will author a complete and prompt incident report on the matter;
- G. Assess a dispatch fee of \$72,531.96 annually, in payments of \$6,044.33 per month. In addition, the County may assess a per-annum increase of no more than 2% of the previous year's dispatch fees. Negotiations for any increases in dispatch fees will be initiated by the County by January 31 of any given year. If the County does not initiate the discussion by January 31 of any given year, the fee employed the year immediately preceding the time in question will be assessed. In the event dispatch fees are increased in any given year, the increase will be effective July 1st of that year; and
- H. Provide HCPD officers full authority to enforce provisions of the County Code within the County.

VIII. MUTUAL OBLIGATIONS

The County and the City each promise to:

- A. Adopt and maintain their own Public Safety and Animal Control ordinances, respectively;
- B. Maintain an Animal Control Memorandum of Understanding separate from this instrument, which will include discussion of any animal control costs or fees assessed or incurred;
- C. When one party is asked to assist the other, all costs incurred by each party (i.e. personnel, equipment, injuries, damages, risk) will be borne by that party;
- D. Work under the general direction and supervision of their own employers, even when responding to or assisting the other agency, or when assuming responsibility for any cases originating out of the jurisdiction of the other party. With that said, specific, time-sensitive directions for the mission may be given by the appropriate officers or personnel, regardless of the agency. In addition, where a joint task force (i.e. Detectives Task Force) is established, members of the task force will work under the direction and supervision of a pre-determined supervisor, except for in payroll issues and disciplinary issues.
- E. All resources, manpower and equipment shall be returned to the responding agency when no longer needed or in use. If an emergency call-out is completed prior to a representative of the requesting agency's arrival, at least one representative of the responding agency shall remain on-site until that arrival, unless otherwise provided

for and/or agreed to between the agencies;

- F. Radio or other contact between the requesting and responding agencies should be maintained at all times during the emergency call-out whenever contact is possible; and
- G. All other methods of requesting or rendering mutual aid, including but not limited to, a list of appropriate supervisory personnel and/or equipment available shall be made by agreement through the respective agencies.

VIV. GENERAL PROVISIONS.

- A. **Applicable Law.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Utah. The courts of the State of Utah shall have jurisdiction over any action arising out of this Agreement and over the parties, and the venue shall be the Fourth District Court, Wasatch County, Utah.
- B. **Entirety of Agreement.** This Agreement, consisting of seven (7) pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- C. **Amendments.** Either party may request changes to this Agreement at any time. Any changes, modifications, revisions or amendments to this Agreement, which are mutually agreed upon by and between the parties, shall be incorporated by written instrument, and effective when executed and signed by all parties.
- D. **Liability.** Pursuant to the provisions of the Utah Governmental Immunity Act, any peace officer acting under this Agreement shall be deemed to be acting within the scope of his duties for purposes of the Act. All privileges and immunities from liability, and all pension, disability, worker's compensation and other benefits which normally apply to peace officers while in the performance of their duties in their own jurisdiction shall also apply to them when acting pursuant to this Agreement. Each party agrees to maintain appropriate liability insurance and nothing in this Agreement shall be construed as a waiver of any rights or defenses applicable to either party under the Act, including without limitation, any provisions regarding limitation of judgments or defenses based upon sovereign immunity.
- E. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of it shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- F. **Sovereign Immunity.** The Heber City Police Department and the Wasatch County Sheriff's Office and their respective governing bodies do not waive their governmental immunity by entering into this Agreement, and each fully retains all

immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

- G. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this instrument shall operate only between the parties to it, and shall inure solely to the benefit of the parties signing herein. In addition, the provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under it. Moreover, the parties to this Agreement intend and expressly concur that only parties whose signatures are affixed below shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this document, or to bring an action for the breach of this instrument.

X. **INTERLOCAL ACT REQUIREMENTS**

- A. No interlocal entity is created by this Agreement.
- B. Pursuant to Utah Code Section 11-13-202.5, this Agreement shall be reviewed by the attorney representing the parties prior to its taking effect.
- C. Pursuant to Utah Code Section 11-13-207, this Agreement shall be administered by the County Manager.
- D. Pursuant to Utah Code Section 11-13-207, this Agreement does not provide for the joint acquiring, holding, or disposing of real or personal property.
- E. Pursuant to Utah Code Section 11-13-209, this Agreement shall be filed with the keeper of records of the County and Heber City.

XI. SIGNATURES

IN WITNESS WHEREOF, the parties to this Agreement, through their duly authorized representatives, have executed this instrument on the dates established below, and certify that they understand and agree to the terms and conditions as set forth herein.

The effective date of this INTERLOCAL COOPERATION AGREEMENT is the date of the signature last affixed to this page.

David Phillips
Heber City Mayor

Mike Davis
Wasatch County Manager

Date _____

Date _____

David Booth, Chief
Heber City Police Department

Todd Bonner, Sheriff
Wasatch County Sheriff's Office

Date _____

Date _____

The undersigned, as counsel for the undersigned agencies, have reviewed the foregoing Interlocal Cooperation Agreement and find it to be in proper form and in compliance with applicable state law.

J. Mark Smedley
Heber City Attorney

Scott Sweat
Wasatch County Attorney

AMENDED INTERLOCAL AGREEMENT
FOR PROVISION OF JAIL AND DISPATCH SERVICES

WHEREAS, Heber City is a municipal corporation within Wasatch County, and Wasatch County is a political subdivision of the State of Utah; and

WHEREAS, Heber City has a functioning Justice Court and has adopted criminal ordinances, the violation of which may result in incarceration of an offender; and

WHEREAS, Heber City has a functioning Police Department that provides police response and services for all criminal offenses occurring within the Heber City limits; and

WHEREAS, under Section 10-8-58(4) of the Utah Code, the governing body of a city may "use the county jail for the confinement or punishment of offenders, subject to any conditions that are imposed by law, and with the consent of the county legislative body;" and

WHEREAS, Wasatch County operates a county jail facility and desires to provide jail services to Heber City at a rate consistent with and provided for by State Code; and

WHEREAS, Heber City does not operate a dispatch center and is in need of dispatch services for the Heber City Police Department; and

WHEREAS, Wasatch County operates a dispatch center and has imposed the costs of providing this service on the various state and local agencies that use it, which costs are calculated based on the number of full time employees in each agency who use the system; and

WHEREAS, the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-1, *et seq.*, provides for local governmental units to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner that will accord best geographic, economic, population and other factors influencing the needs and development of local communities;

NOW, THEREFORE, the parties hereby enter into the following agreement for joint and cooperative action:

AGREEMENT

1. Definitions:

"City" means Heber City, a municipal corporation within Wasatch County.

"City prisoner" means a person arrested for a violation of a city ordinance and incarcerated at the Wasatch County Jail.

"County" means Wasatch County, a political subdivision of the State of Utah.

2. Parties. The Parties to this Agreement are Heber City (the City) and Wasatch County (the County) .

3. Duration and Effective Date of Agreement. The initial term of this Agreement shall be from the date of execution and shall continue in effect until such time as one party gives six months written notice to the other of that party's intent to terminate this Agreement.
4. Purposes of this Agreement: The purpose of this Agreement is to permit joint or cooperative action between the City and the County whereby jail and dispatch services are provided to the City.
5. Administration of and Payment for Jail Services:
 - a. The County shall provide for the housing, feeding, and booking of City prisoners. For this service, it shall receive compensation as provided for in the Utah Code for such services.
 - b. The City shall pay for all medical services that are provided to City prisoners during the term of their incarceration, subject to, except in an emergency, the County first attempting to notify the Heber City Justice Court Judge of the need to seek medical services for City prisoners, to allow the Judge opportunity to release such prisoner on his or her recognizance to receive said medical services. All medical insurance receipts and City prisoner payments shall be credited against City medical services.
 - c. It is the parties intent that the City shall receive billings for medical services directly from the medical service providers. In the event said billings for City prisoners are sent to the County, the County will forward them to the City. Within 30 days of receipt of said billings, the City shall pay those respective amounts directly to the corresponding medical service providers.
6. Administration of and Payment for Dispatch Services.
 - a. The County shall provide dispatch services for the City Police Department and its police officers. This service will allow the City Police Department to forward emergency calls to the Dispatch Center after business hours and on weekends. For this service, the City shall pay to the County \$57,700.00 annually. This payment shall be made in twelve monthly installments of \$4,808.00.
 - b. The County shall provide dispatch services to the Heber Valley Animal Control and its Officers and Personnel. As with the services for the Heber City Police Department, this service will allow Animal Control to forward emergency calls to the Dispatch Center after business hours and on weekends. For this service, the City shall pay to the County \$9,600.00 annually. This payment shall be made in twelve monthly installments of \$800.00.
 - c. Annual increases to the fee paid to the County for said dispatch services, if any, shall be limited and equivalent to and consistent with the Regional Consumer Price Index, (CPI) as determined by Wells Fargo Bank. Said increases shall go into effect each July following the previous year index report. The first potential increase would not occur before July 2005.

- d. The County shall prepare and mail to the City a monthly statement showing the amount due and payable for dispatch services rendered during the previous month. Within 30 days of receipt of this statement, the City shall pay the total amount due and owing.
7. Financing. Each Party shall bear its own costs to administer the terms and conditions of this Agreement. Nothing in this Agreement shall require the sharing of City and County tax revenues.
8. Termination of this Agreement. Termination of this Agreement shall be governed by provision three of this Agreement.
9. Amendment. This Agreement may be amended by written agreement of the Parties.
10. Filing of Agreement in Official Records of Each Party. Prior to its entry into force with respect to a Party, this Agreement shall be filed with the keeper of records of that Party.
11. Submittal to Attorneys. Prior to and as a condition precedent to this Agreement becoming effective with respect to a Party, that Party shall submit the Agreement to an attorney authorized by that Party. The authorized attorney shall approve the Agreement as to form and compatibility with state law.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the dates set forth below:

WASATCH COUNTY:

Chairman, Wasatch County Commission
 Dated this 3rd day of FEB. 2005

Attest:

County Clerk-Auditor - D. Hansen

Approval as to Form:

Wasatch County Attorney

HEBER CITY:

Lynn L. Adams, Mayor, Heber City
 Dated this 17 day of February 2005

Attest:

City Recorder

Approved as to Form:

Heber City Attorney

 3/1/05

TAB 4

MUTUAL AID AGREEMENT

BETWEEN SUMMIT COUNTY, UTAH, SHERIFF'S OFFICE
AND
HEBER CITY, UTAH, POLICE DEPARTMENT

An Agreement regarding the mutual aid and assistance of law enforcement agencies

This Agreement made and entered into on the last date signed and attested below, by and between Summit County, Utah, (Summit) a body corporate and politic of the State of Utah, on behalf of the Summit County Sheriff, and Heber City, Utah (Heber) a body corporate and politic of the State of Utah, on behalf of the Heber City Council.

WITNESSETH

WHEREAS the parties hereto, by and through their respective government agencies, each have the authority and jurisdiction conferred by the laws of the State of Utah to perform law enforcement activities within their geographical jurisdictions; and

WHEREAS on occasion there is a need to supplement existing staff and expertise with those from an outside agency that require that both share resources amongst each other; and

WHEREAS the parties desire to enter into an Agreement whereby the parties will assist each other in providing emergency response, services and equipment by their respective agencies when, if and as needed or requested; and

WHEREAS the Utah Code, Title 11 the parties, the ability to enter into an agreement with other public agencies the joint exercise of power or powers, privileges or authority; and

WHEREAS the parties believe it is in the best interests of each and all of their citizens that this agreement be reached to help protect the health, safety and welfare of all;

**NOW THEREFORE IN CONSIDERATION OF THE FULFILLMENT OF THE
MUTUAL PROMISES, TERMS AND CONDITIONS SET FORTH HEREIN, THE
PARTIES AGREE AS FOLLOWS:**

1. Purpose: The purpose of this agreement is to establish an agreement and procedures for handling emergency calls and responses, services or equipment in all of Summit County and Heber City, and to grant to each agency, the authority to respond and act on behalf of the other agency when requested.
2. Succession: This Agreement supersedes all other agreements which may be in effect at the time of the signing of this agreement, and shall remain in effect as provided for by this agreement.
3. Procedures: It is the intent of the parties that the following procedures be implemented and used by each agency when responding to emergencies under the authority of this Agreement:
 - A. When a call is received by either agency reporting an emergency situation and the jurisdictional agency is unable to respond in a timely manner, assistance from the other agency may be requested by the respective Sheriff / Chief of Police or his/her designee.
 - B. The responding agency shall be responsible for the delivery of services, resources, manpower and equipment necessary to provide an effective response to the call once requested.
 - C. Personnel of the responding agency shall, to the extent possible, work under their own supervisors. General directions for the mission may be given by the appropriate officers or personnel of the requesting agency.
 - D. The responding agency shall remain on the scene and provide all services and

equipment necessary until such time as a representative of the requesting agency arrives on scene.

- E. All resources, manpower and equipment shall be returned to the responding agency when no longer needed or in use. If an emergency call-out is completed prior to a representative of the requesting agency's arrival, at least one representative of the responding agency shall remain on site until that arrival, unless otherwise provided for and/or agreed to between the agencies.
- F. Radio or other contact between the requesting and responding agencies should be maintained at all times during the emergency call-out whenever contact is possible.
- G. All other methods of requesting or rendering mutual aid, including but not limited to, a list of appropriate supervisory personnel and/or equipment available shall be made by agreement through the respective agencies.

4. Costs:

- A. Any party to this agreement rendering aid pursuant to this agreement, shall be reimbursed and compensated by the other party for any loss, damage, or expense incurred in the operation of any resources or equipment answering the request for aid, and for costs incurred in connection with such requests. However, either agency rendering aid as the responding party pursuant to this agreement may at their own discretion, assume in whole or in part such loss, damage, expense or other costs, or may provide such resources or equipment or donate such service to the requesting agency without charge or cost.
- B. It is agreed between the parties that if an agency under section 4.A above determines that reimbursement is warranted, the reimbursement of expenses and costs as provided for in paragraph (A) above shall include:

- i- Compensation for the use of all vehicles at the prevailing rate established by the U.S. Internal Revenue Service for business travel (the rate at the time of this agreement being .555¢ per mile);
 - ii - Compensation for damages to vehicles or equipment, if incurred;
 - iii - Compensation for injury or death to be paid by the requesting agency in accordance with the applicable Workmen's Compensation provisions of the requesting state. Workmen's Compensation shall be the sole and exclusive remedy or compensation for injury and/or death to any personnel of either agency;
 - C. There shall be no compensation for personnel costs, including time, benefits, insurance, etc.
 - D. Compensation under this agreement shall be made no later than thirty (30) days from the date of demand, or if not demand, the date of the emergency call or request for aid. If requested or necessary, the responding agency agrees to provide to the requesting agency, a statement of costs prior to the payment of said costs.
- 5. Liability: The parties agree that it is not the intent of either party to incur by contract or any other means, any liability for the negligent operations, acts or omissions of the other party. Both Summit and Heber City are governmental entities under the Utah Governmental Immunity Act ("Act"). Each party agrees to maintain appropriate liability insurance and nothing in this agreement shall be construed as a waiver of any rights or defenses applicable to either party under the Act, including without limitation, any provisions regarding limitation of judgments or defenses based upon sovereign immunity.
- 6. Term:
 - A. This agreement shall be in effect from the date of the last signature affixed below

until such time as either party gives written notice to the other party of their desire to terminate this agreement or unless otherwise agreed by mutual consent of the parties. However, pursuant to the terms of § 11-13-17 U.C.A. (1965 as amended) this agreement may not exceed a period of fifty (50) years.

B. This agreement shall remain in effect for a minimum of thirty (30) days after the date of any written notice given by a party wishing to terminate the agreement, unless a longer period is established in the notification.

7. Amendments: The terms of this agreement may be amended at any time upon the written mutual consent of both parties and appropriate ratification of the respective executive bodies of each County.

8. Ratification: Pursuant to Utah law, this agreement shall not take affect and shall not be binding, unless ratified, signed and adopted by resolution by the County Executive for Summit County and the Heber City Council.

IN WITNESS WHEREOF, the following parties have caused this Agreement to be signed and attested by the officer and date shown below and the corporate seal of such political subdivisions to be affixed hereto:

SUMMIT COUNTY SHERIFF'S OFFICE

HEBER CITY POLICE DEPARTMENT

By: [Signature]
David A. Edmunds, Sheriff

By: _____
David D. Booth, Chief of Police

Date: 12/11/12

Date: _____

SUMMIT COUNTY MANAGER

HEBER CITY MANAGER

By: [Signature]
Robert Jasper, County Manager

By: _____
Mark Anderson, City Manager

Date: 12/20/12

Date: _____

Adopted by Resolution No. _____

Adopted by Resolution No. _____

ATTEST:

ATTEST:

[Signature]
Summit County Clerk



Heber City Clerk

Approved as to Form:
Summit County Attorney

Approved as to Form:
Heber City Attorney

By: [Signature]
Deputy

By: _____

DISCUSSION/ACTION ITEMS

TAB 5

Heber City Corporation
 Estimated Christmas Bonus Cost
 31-Oct-13

Option 1 (Same Bonus as December 2012)

Employee Type	Current Number	2012 Bonus	Net Check	Employee FICA @7.65%	Total
Full-time	53	250	\$ 13,250.00	\$ 1,097.10	\$ 14,347.10
Part-time	28	150	\$ 4,200.00	\$ 347.76	\$ 4,547.76
City Council	6	250	\$ 1,500.00	\$ 124.20	\$ 1,624.20
Planning Commission	8	75	\$ 600.00		\$ 635.93
Board of Adjustment	6	75	\$ 450.00		\$ 476.95
Airport Board	7	75	\$ 525.00		\$ 556.44
Total			<u>\$ 20,525.00</u>		<u>\$ 22,188.38</u>

Option 2 (2 Categories of Part-Time Employees)

Employee Type	Current Number	2012 Bonus	Net Check	Employee FICA @7.65%	Total
Full-time	53	250	\$ 13,250.00	\$ 1,097.10	\$ 14,347.10
Part-time >10 Hours week	12	150	\$ 1,800.00	\$ 149.04	\$ 1,949.04
Part-time <10 hours week	16	75	\$ 1,200.00	\$ 99.36	\$ 1,299.36
City Council	6	250	\$ 1,500.00	\$ 124.20	\$ 1,624.20
Planning Commission	8	75	\$ 600.00		\$ 635.93
Board of Adjustment	6	75	\$ 450.00		\$ 476.95
Airport Board	7	75	\$ 525.00		\$ 556.44
Total			<u>\$ 19,325.00</u>		<u>\$ 20,889.02</u>

DEPARTMENT REPORTS

TAB 6

Heber City Police Department

Memorandum

To: Heber City Mayor, Council and Manager

From: Chief Booth

Date: October 31, 2013

Re: Monthly Report-September 2013

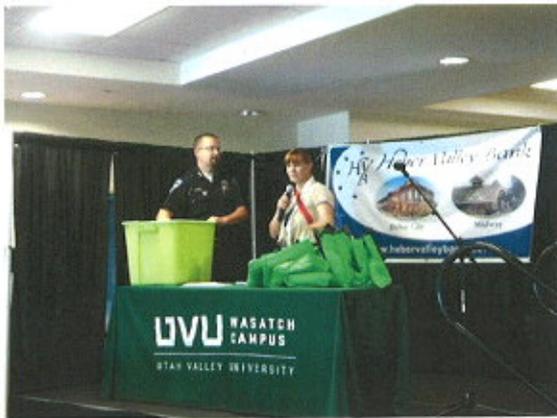
- **Bonuses:** Detective Tammy Thacker and Detective Jim Brown with the Wasatch County Sheriff's Office received bonuses for their hard work and dedication. This division is combined within both departments, so they are able to work cohesively together to solve cases in our area. Chief Dave Booth and Sheriff Todd Bonner were present as Mayor Dave Phillips presented the bonuses.



- **Robbery at McDonald's:** Officers were dispatched to McDonald's restaurant at 600 South Main Street on a robbery. The McDonald's manager reported that she had walked to her vehicle with the bank deposit money when a male approached her as she was getting into her vehicle. The suspect ordered her to get into her vehicle and then took her purse that contained the deposit from the restaurant. Before he exited the vehicle with the money, he took the battery out of her cell phone to prevent her from calling 911. The suspect then left the area on foot towards the west side of the Mac's Motel. After a lengthy investigation, 4 suspects were later arrested on several criminal charges and over \$3,000.00 was recovered.



- **Unplugged Summer Party:** It was the end to a successful summer as Unplugged celebrated their final cash drawing at the UVU Campus. Eric Rowland was recognized for his creation of the Unplugged Program. Chief Dave Booth was selected to draw for the final \$500 winner and was given an Unplugged Plaque for his participation with the program. WE CAN'T WAIT UNTIL NEXT YEAR! Thanks again.



- **Special Olympics Train Pull:** September 21, 2013, was our 2nd annual train pull. Seven teams were present and each team did an amazing job. The three strongest teams will be awarded trophies for their best recorded time pulling a 174 ton locomotive.



- **Graffiti:** This incident occurred in the early morning hours of September 23, 2013. We were unable to identify the suspect with the surveillance cameras on site.



- **National Thank a Police Officer Day - 09/21:** Citizens are encouraged to take a moment out of their day to show appreciation for their local officers through small acts of gratitude or by saying, "THANK YOU".

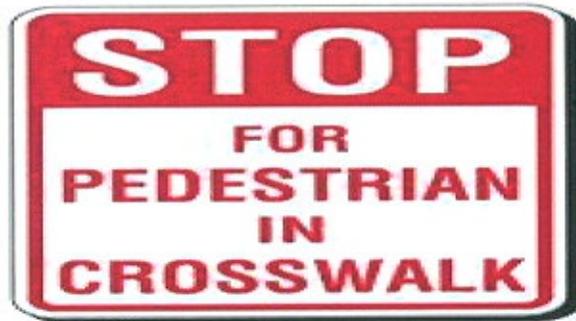


- **Report of a Man with a Gun:** There was a 911 call reporting a male carrying a shotgun into the Clock Tower Building. Once in the building the suspect cleared his weapon in the lobby area in view of a bystander. After officers arrived and cleared the building, the male was located in Oz's Pawn Shop. He was pawning his gun and failed to store it in a carrying case. This alerted a citizen who notified the police. The male had no intentions of hurting anyone in the community.



- **Crosswalk Enforcement:** On September 12 & 19, 2013, the Heber City Police Department conducted special crosswalk enforcement. The enforcement took place at 200 S. Main Street and 200 E. Center Street, from 9am to 11am and again from 1pm to 3pm. These are intersections that have heavy pedestrian traffic. The police department and pedestrians have observed problems with motorists failing to stop for pedestrians in the crosswalk. The enforcement was funded by a grant from the Utah Highway Safety Office, and is intended to generate compliance, awareness, and provide a new level of safety for pedestrians in the area.

Citations were issued to blatant violators with as much education as possible being delivered to drivers who failed to yield to pedestrians in the crosswalk.



- **9/11 “ALWAYS REMEMBERED & NEVER FORGOTTEN”:** Society will always remember September 11th. We will remember every rescuer who died in honor. We will remember every family that lives in grief.



- **Drugs:** A suspicious vehicle was observed at Ranch Landing Condo's. Contact was made with the driver and permission was granted to search the vehicle. Marijuana and marijuana pipe were located and the suspect was charged with multiple drug offenses.
- **DUI:** A Dodge pickup was stopped for an improper left turn. The driver was acting in an erratic manner that caused the officer concern. His eyes were extremely blood shot and glassy. After demonstrating field sobriety tests the driver was placed under arrest for DUI.



➤ **Wasatch County Preparedness Fair:**



Keynote Speaker:

"Perfecting Your Plan"

Mike Davis
Wasatch County Manager
6:30 pm Auditorium

Schedule

Vendors 4 pm - 9 pm
Workshops 5 pm - 9 pm

FREE ADMISSION

Help the Community Action Center.
Bring a non-perishable food item.

Discount flu shots and car
seats from the Health Dept.

Workshops Include:

- Utilities in an Emergency
- Food Storage Made Easy
- Weather Spotter
- Disaster First Aid
- AND MORE!!

Monday, September 16, 2013

4 pm - 9 pm

Wasatch High School

930 S. 500 E. Heber

more info at www.co.wasatch.ut.us

Enter to Win!

Prize drawing - 72 hour kit

Heber City Officers participated in the fair and made numerous positive contacts with the public, both young and old.

Total Incident Reports- 674

Part one Crime:

➤ Criminal Homicides	0
➤ Forcible Rape	0
➤ Robbery	0
➤ Burglaries	0
➤ Theft	16
➤ Vehicle Theft	0
➤ Arson	0
➤ Aggravated Assault	0

Assorted Calls for Service:

➤ Agency Assist	17
➤ Alarms	36
➤ Assaults	2
➤ Child Abuse/Neglect	9
➤ Domestic Problems	6
➤ DUI Arrests	4
➤ Lockouts	29
➤ Parking Problems	11
➤ Traffic Accidents	28
➤ Warrant Arrests	19
➤ Traffic Violations	434

➤ 67 Arrests with 150 offenses

HEBER CITY CORPORATION

STAFF REPORT

MEETING TYPE:	Regular Council Meeting	MEETING DATE:	November 7, 2013
SUBMITTED BY:	Bart L Mumford	FILE NO.:	00000
APPROVED BY:	Mark K. Anderson		
SUBJECT:	CITY ENGINEER MONTHLY REPORT - October 2013		

CIP AND OTHER CITY PROJECTS

Broadhead Tank Roof Repair: Percent Complete: 10%
Gerber Construction completed piping modifications. Roof replacement will begin early spring to allow sufficient time to order, install, and test booster pump VFD modifications.

Public Safety/Court Complex: Percent Complete: 1%
Received 11 proposals, short listed and interviewed top 3 architectural teams. Will make approval recommendation at November Council meeting.

Main St. Pavers / Util - 200S to 200N: Percent Complete: 99%
Goran Construction finished reconstruction work and is working on punchlist items.

Road Striping 2013: Percent Complete: 100%
Done Rite completed striping work.

Road Crack Sealing 2013: Percent Complete: 15%
Bonnevillie began crack sealing in the north east portion of the City. Work will stop when cold weather begins and resume in the spring.

Sewer/Water Replacements 2013: Percent Complete: 100%
Lance Excavating completed water and sewer improvements.

Source Protection Plan Notices: Percent Complete: 100%
Preparing biannual informational letters noticing property owners living in the City's source protection areas of precautions to take.

Subdivision Bond Work: Percent Complete: 5%
Council directed staff to call outstanding subdivision bonds at 2/17/11 Work meeting. Negotiating with HOG subdivision developer to complete remaining improvements. Working with property owners on solution to complete the remaining improvements needed to accept the subdivision.

Waterline Valley Hills Tanks: Percent Complete: 1%
Horrocks is evaluating the cost effectiveness of installing the master planned Valley Hills Tank water line before beginning design.

CITY PROJECTS UNDER WARRANTY

- *Sewer Outfall - 100 S.: Expires 12/23/12
- *Water Main Replacement - 300 W (CDGB): Expires 12/05/13
- *Storm Drain & Pond - 650 S: Expires 12/23/13
- Sidewalk Improvements - 600 S (200E-270E) Expires 07/25/14
- Water Main - SR113 & PRV: Expires 08/27/14
- Muirfield Park Bridge/Trail: Expires 08/23/14
- Road Improvements - 300 W. (100S to 1000S) Expires 01/28/15
- Sidewalk Replacement - 100 W. Expires 07/17/15
- Water Main Replacement - 300 W CDBG 12: Expires 07/31/15
- Sewer Maintenance 2010 - Manhole Sealing: Expires 09/15/21

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

ENGINEERING MONTHLY PROJECT BUDGET vs CONTRACTS REPORT

October 2013

PROJECT NAME	CITY BUDGET		CONTRACTS		CHANGE ORDERS		TOTAL	Notes
	Approved	Amt	Approved	Amt	Approved	Amt		
Broadhead Tank Roof Repair								
1. Horrocks Engineers	07/01/13	\$513,000	Prior Year					- Evaluation & Structural Report (\$8,000)
2. Horrocks Engineers			AsNeeded	\$56,000.00				- Design, CM, & Insp
3. Gerber Construction			08/15/13	\$439,200.00				- Construction Contract
Subtotal:				\$495,200.00		\$0.00	\$495,200.00	
Main St. Pavers / Utilities								
1. Horrocks	02/07/13	\$279,317	AsNeeded	\$34,000.00				- Pavers \$223k + Meters \$40k + Park/Off Sidewalk \$18k
2. Goran			05/16/13	\$195,144.20	07/23/13	\$4,342.00		- Design / Bid / CM / Insp
- CO #1					08/08/13	\$312.00		- Construction Contract
- CO #2					08/27/13	\$3,883.58		- Replace red flagstone with stamped colored concrete City Office
- CO #3								- Sprinkler pipe needed to be lower
3. Public Works			02/07/13	\$40,000.00				- Additional work
Subtotal:				\$269,144.20		\$8,537.58	\$277,681.78	- Meter Can Replacements
Majestic Mtn - Bond Work								
1. Horrocks Engineers	09/30/12	\$262,784	AsNeeded	\$13,522.00				- Bid doc prep / Inspection
2. ACME Construction			09/20/12	\$173,148.75	10/30/12	\$3,380.00		- Construction Contract
- CO #1					12/03/12	\$0.00		- Replace Curb box, ball valve, & washers
- CO #2					06/10/12	\$2,391.75		- Extend schedule to complete by 5/1/13
- CO #3					06/10/12	\$5,191.88		- Sink hole repair/add trail sub-base material
- CO #4					06/10/12			- Light Conduit/Wire Conn (1/2 Reimb)
3. Blake Allen Fire Hydrant Relocate			10/02/12	\$1,350.00				- Reimbursed for relocating misconstructed FH
4. Heber City			Pending	\$34,990.00				- Lois 23&24 Util Escrow
4. Heber City			Pending	\$19,577.00				- Temp CulDeSac Escrow (\$12,790.-), LotA ImpFees (\$6,787+)
5. Wheeler Park			Pending	\$9,846.00				- 16" Water Reimbursement
6. Summit Engineering			08/27/13	\$420.00				- Record Dwgs
Subtotal:				\$252,853.75		\$10,963.63	\$263,817.38	
Public Safety Complex		\$0						
1. None								
Subtotal:				\$0.00		\$0.00	\$0.00	
Road Striping								
1. Done Rite		\$45,000	08/01/13	\$39,808.00				
2. Horrocks Engineers			AsNeeded	\$5,000.00				- Design, CM, & Insp
Subtotal:				\$44,808.00		\$0.00	\$44,808.00	
Road Crack Sealing								
1. Bonneville		\$250,000	08/01/13	\$162,100.00				
2. Horrocks Engineers			AsNeeded	\$25,000.00				- Design, CM, & Insp
Subtotal:				\$187,100.00		\$0.00	\$187,100.00	
Sewer/Water Replacements - 2013								
1. Horrocks	07/01/12	\$343,000	AsNeeded	\$36,000.00	08/10/13	\$479.36		- Sewer \$195k + Water \$148k
2. Lance Excavating			05/02/13	\$246,026.50	07/18/13	\$4,429.89		- Design / Bid / CM / Insp
- CO #1					09/17/13	\$1,790.31		- Construction Contract
- CO #2								- Casing/Culvert wrap/ Valve credit
- CO #3								- Culvert repair / 100W Swr main lateral repair
Subtotal:				\$282,026.50		\$6,699.56	\$288,726.06	- Lateral repairs 581 E Cente

DEVELOPER CONSTRUCTION PROJECTS

RESIDENTIAL

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

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

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

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

Heber Homes 7 (211 S. 200 W.): 3 lot subdivision approved 07/18/13. Plat recorded 10/09/13.

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

King - Plat A (200 S. 550 E.): 2 lot subdivision approved 09/06/07. Plat recorded 12/19/07. Construction is 50% Complete. Council approved amended plat and construction drawing 10/15/09. Amended plat recorded 09/11/11. Currently working on improvements along with new home.

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

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

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

Mountain Meadows 2 (E. Airport Rd. 111 E.): 2 lot subdivision approved 10/18/07. Plat recorded 04/24/08. Construction is 0% complete. Coordinated with developer. Need to install irrigation, water and sewer services to 2nd lot.

Muir Lot Split (188 E. 500 S.): 2 lot subdivision approved 07/18/13. Waiting for agreements to record plat.

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

Red Ledges - Ph1G (1820 E. Center): 3 lot subdivision approved 4/05/12. Plat was recorded 08/10/12. No additional public improvements were required for this subdivision and it will be closed out.

Red Ledges - Ph1H (Flat Top Mountain Drive): 5 lot subdivision approved 05/03/12. Plat was recorded 08/03/12. Construction is 0% complete. Work will begin Spring 2014.

Red Ledges - Ph1J (Flat Top Mountain Drive): 2 lot subdivision approved 06/21/12. Plat was recorded 08/10/12. Construction is 50% complete. Will finish Spring 2014 along with 1K.

Red Ledges - Ph1K (Explorer Peak Dr.): 12 lot subdivision approved 01/17/13. Plat was recorded 03/15/13. Inspection deposit is needed. Construction is 0% complete. Work will begin Spring 2014 with 1J.

Red Ledges - Ph1L (Copper Belt Dr.): 14 lot subdivision approved 01/17/13. Plat was recorded 03/15/13. Inspection deposit is needed. Construction is 0% complete. Work will begin Spring 2014.

Red Ledges - Ph1M (Red Knob Way): 12 lot subdivision approved 03/21/13. Plat was recorded 03/26/13. No additional public improvements were required for this subdivision and it will be closed out.

Red Ledges - Ph1N (Explorer Peak Dr.): 9 lot subdivision approved 10/03/13. Plat recorded 10/15/13.

Red Ledges - Ph2A (2400 E. Lake Creek Road): 11 lot subdivision approved 10/06/11. Plat was recorded 12/15/11. Construction is 20% complete. Anticipate completion in October 2013.

Red Ledges - Ph2D (Red Ledges Blvd): 8 lot subdivision approved September 5, 2013. Construction is 10% complete. Work will be done prior to recordation. Anticipate completion in October 2013.

Shermans Landing (650 S. 1200 W.): 35 lot subdivision approved 10/04/07. Council extended the plat recordation but it expired on 10/04/09. Developer is in the process of revising plans for new affordable housing ordinance and will then resubmit for approval of new plat. Council approved replacing the sewer pump station that would service this

subdivision with a gravity sewer through Giles' property or the bypass if easement can be obtained. Canal irrigation line is complete. Subdivision plans will be modified to serve annexations to the North. Construction is 0% complete.

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

Swift Creek 1 (820 E. Old Mill Dr.): 16 lot subdivision approved 10/17/13. Waiting for agreements and final drawings to record plat.

Swift Creek 2 (960 E. Old Mill Dr.): 11 lot subdivision approved 10/17/13. Waiting for agreements and drawings to record plat.

NON-RESIDENTIAL

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

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

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

HOG Business Park (1600 S. Daniel Rd.): 4 lot commercial subdivision. Construction is 85% complete. Subdivision has been taken over by new owners. Working on alternate plan to complete remaining work.

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

Millstream RV Park (2120 S Highway 40): 151 Unit RV Park approved 05/03/12. Onsite public improvement construction is 95% complete. Hwy 40 sewer, water, and fiber optic construction are 100% complete. Anticipate allowing partial use of trailer pads in November.

Ranch Landing Plat B Assisted Living (500 E. 1200 S.): Commercial lot improvement approved 12/06/12. Construction is 10% complete. Working on public improvements.

Zion's Bank (20 N. Main): Commercial building approved 09/13/12.
Construction is 25% complete. Working on building improvements.

Wasatch Orthodontics (493 S. Main): Commercial building. Construction is 100% complete. One year warranty period began 9/5/13.

DEVELOPMENTS UNDER WARRANTY

- *Silver Ridge (500 E.309 S.) (Punchlist) Expires 06/25/11
- *Red Ledges - Ph1B Cabins (2000 S. Ctr) Expires 09/20/12
- *Red Ledges - Ph2 (2500 S. Ctr) Expires 09/20/12
- *Miller (300 S. 100 W.) Expires 06/02/13
- *Nordgran (94 N. 500 E.) Expires 08/22/13
- *Aspen Pointe (600 S. 1200 E.) (1yr) Expires 08/27/13
- *Elmbridge (705 N 100 W) Expires 09/20/13
- **Birmingham Commercial (100 S. 801 W.) Expires 12/07/13
- Rooftop Anchors (800 S. 430 W.) Expires 12/07/13
- Red Ledges - Ph1C (2000 S. Ctr) Expires 01/26/14
- Red Ledges - Ph1D (2000 S. Ctr) Expires 01/26/14
- Red Ledges - Ph1E (Abajo Peak Way) Expires 05/30/14
- Red Ledges - Ph2B (607 N. Haystack Mtn Dr.) Expires 11/02/14
- Majestic Mountain (1040 S. 1200 E.) Expires 07/29/15

*Warranty is extended until outstanding issues are resolved.

**Reduced warranty period to one year.

- Schedule warranty walk through 3 months prior to expiration date.

- Send Bond Claim letter 1 month prior to expiration date.

OTHER HIGHLIGHTS

Training: Bart & Cathy - Development Agreements
Bart - Federal Right of Way Acquisition Webinar