

# **REGULAR MEETING**

**AGENDA  
AND  
STAFF MEMO**

HEBER CITY CORPORATION  
75 North Main Street  
Heber City, Utah  
City Council Meeting  
March 6, 2014

7:00 Regular Meeting

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

Pledge of Allegiance: Council Member Heidi Franco  
Prayer/Thought: By Invitation (Default Council Member Robert Patterson)

Minutes for Approval: February 20, 2014 Work and Regular Meetings  
February 27, 2014 Special Meeting

**OPEN PERIOD FOR PUBLIC COMMENT**

**MAYOR RECOGNITION**

**(Tab 1)** Mayor's Award – Cathy Bingham

**APPOINTMENTS**

**(Tab 2)** Beth Schneider, Commemorative Air Force, Discuss Visiting Aircraft Event, June 9-16, 2014

**ACTION ITEMS**

**(Tab 3)** Approve Swift Creek Phasing Plan Amendment and the Associated Subdivision Agreements

**(Tab 4)** Watts Enterprises, Request for Subdivision Final Approval for Ranch Landing Cottages Plat A, an 18 Lot Subdivision, Located at 980 South 500 East, and the Associated Subdivision Agreement

**(Tab 5)** Watts Enterprises, Request for Subdivision Final Approval for Ranch Landing Condominiums, Plat D, also Referred to as the Ranch Landing Condominium Plat Located at 1045 South 500 East

**(Tab 6)** Approve Ordinance 2014-03, an Ordinance Abandoning a Portion of Red Ledges Phase 1, Amended Open Space

**(Tab 7)** Red Ledges, Request for Subdivision Final Approval for Red Ledges Phase 1Q located in the Red Ledges Project in the vicinity of Red Knob Way.

**(Tab 8)** Approve Disposal of Surplus Equipment

**DISCUSSION/ACTION ITEMS**

**CLOSED SESSION AS NECESSARY – PURPOSE TO BE ANNOUNCED IN MOTION**

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 February 27, 2014, in the Heber City Municipal Building located at 75 North Main, Wasatch County Building, Wasatch County Community Development Building, Wasatch County Library, on the Heber City Website at [www.ci.heber.ut.us](http://www.ci.heber.ut.us), and on the Utah Public Notice Website at <http://pmn.utah.gov>. Notice provided to the Wasatch Wave on February 27, 2014.

# **Memo**

To: Mayor and City Council  
From: Mark K. Anderson  
Date: 02/27/2014  
Re: City Council Agenda Items

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## **REGULAR MEETING**

### ***MAYOR RECOGNITION***

**Mayor's Award – Cathy Bingham (Tab 1):** Mayor McDonald is desirous to recognize Cathy Bingham for her work as a valued City employee. Enclosed is a memo prepared by Bart Mumford that speaks to Cathy's versatility and ability to perform many functions well.

### ***APPOINTMENTS***

**Beth Schneider, Commemorative Air Force, Discuss Visiting Aircraft Event, June 9-16, 2014 (Tab 2):** Beth Schneider is appearing before the Council on behalf of the Commemorative Air Force (CAF) to inform the Council of an upcoming event sponsored by the CAF and solicit \$350 from the City to rent porta potties. (See enclosed request) Although not mentioned in the request, she has asked if the event fee could be waived as well. The City Council discretionary fund is fully committed. If the Council wanted to support this event, they should make a determination that the event creates equal or greater benefit (than the funds being requested) for the City. Funding would have to come from the Airport Budget or the City Manager discretionary fund.

### ***ACTION ITEMS***

**Approve Swift Creek Phasing Plan Amendment and the Associated Subdivision Agreements (Tab 3):** The developer of the Swift Creek Subdivision is coming back for Council approval to develop this parcel in three phases as opposed to two phases that were previously approved by the Council on October 17, 2013. (See enclosed staff report and plat maps) Because of the proposed modification to the phased development of the property, staff has prepared separate subdivision agreements for each of the requested phases. Staff would recommend approval subject to the terms of the associated subdivision agreements. (See enclosed agreements)

**Watts Enterprises, Request for Subdivision Final Approval for Ranch Landing Cottages Plat A, an 18 Lot Subdivision, Located at 980 South 500 East, and the Associated Subdivision Agreement (Tab 4):** Russ Watts is seeking final plat approval for Plat A of the Ranch Landing Cottages Subdivision. This is an 18 lot subdivision of single family dwellings. (See enclosed staff report, plat map and subdivision agreement) The enclosed Master Plan plat shows a 37 lot subdivision, of which lots 1-18 are proposed for approval at this time. The Planning Commission has reviewed the subdivision and is recommending approval. Staff would also recommend approval subject to the conditions outlined in the Subdivision Agreement.

**Watts Enterprises, Request for Subdivision Final Approval for Ranch Landing Condominiums, Plat D, also Referred to as the Ranch Landing Condominium Plat located at 1045 South 500 East (Tab 5):** Russ Watts is seeking final plat approval for Plat D of the Ranch Landing Condominium Subdivision. (See enclosed staff report and plat map) As noted in the staff report, this plat will facilitate the construction of Building I, which is a twelve unit condominium. The Planning Commission has reviewed the subdivision and is recommending approval. Staff would also recommend approval.

**Approve Ordinance 2014-03, an Ordinance Abandoning a Portion of Red Ledges Phase 1Q, Amended Open Space (Tab 6):** In order to facilitate the approval of Red Ledges Phase 1Q, it is necessary to abandon a portion of property that was previously designated as open space. (See enclosed staff report and plat map) On the plat map, the areas highlighted in yellow represent the open space areas that would be vacated. The pink area represents new dedicated open space which is greater than the amount being abandoned. The Planning Commission has reviewed this request and is recommending approval. Staff would also recommend approval.

**Red Ledges Request for Subdivision Final Approval for Red Ledges Phase 1Q Located in the Red Ledges Project in the vicinity of Red Knob Way (Tab 7):** Red Ledges is seeking final plat approval for Phase 1Q. This is a 22 lot subdivision. (See enclosed staff report and plat map) The Planning Commission has reviewed the proposed subdivision and is recommending approval.

Subsequent to Planning Commission approval, Doug Smith, Wasatch County Planner, has contacted the City regarding two outstanding issues that exist between Red Ledges and Wasatch County. The issues are as follows:

- Approximately 400 acres of open space needs to be conveyed to an acceptable third party or to Wasatch County
- Trails are to meet County standards

I have made Todd Cates aware of these two issues and he will make contact with the County and come prepared to address the two issues. Staff would encourage the Council to get a commitment from Red Ledges to resolve these issues with the County in a timely manner. Staff would also recommend approval.

**Approve Disposal of Surplus Equipment (Tab 8):** The recently adopted purchasing policy requires Council approval to dispose of city owned property that has an estimated salvage value over \$5,000. Enclosed is a summary of vehicles that the Police and Public Works Department wish to dispose of since new equipment has been obtained. The vehicles will be sent to TNT Auction or posted for auction on Publicsurplus.com. Although most of the vehicles will sell for less than \$5,000, I thought it best to have Council approval on the entire list. As noted in the email from Stephen Tozier, the 1992 bucket truck will not be disposed of until the new bucket truck is inspected and certified.

# MINUTES

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**Heber City Corporation  
City Council Meeting  
February 20, 2014**

5:15 p.m.

**WORK MEETING**

The Council of Heber City, Wasatch County, Utah, met in **Work Meeting** on February 20, 2014, in the City Council Chambers at 75 North Main Street, Heber City, Utah.

**Present:**

Mayor	Alan W. McDonald
Council Members	Robert Patterson
	Jeffery Bradshaw
	Erik Rowland
	Heidi Franco
	Kelleen Potter

**Also Present:**

City Manager	Mark K. Anderson
City Recorder	Michelle Kellogg
City Engineer	Bart Mumford
Planning Director	Anthony Kohler (arrived 6:00)
Chief Booth of Police	David Booth

**Others Present:** Brian Jacobsen, Kevin Miller, Debbie Mounteer, Margaret Oler, Bob Kowallis, Don Watts, Shawn Johnson, Harold Wilson, Danny L. Fugal, James Doolin, Krystal Fugal, Mike Stewart, Danny Goode, and others whose names were illegible.

Mayor McDonald opened the meeting and welcomed those in attendance.

**Shortlisting of Construction Manager/General Contractor (CMGC) Proposals:** Mumford stated the purpose of this meeting was to shortlist the CMGC proposals. The City needed hands-on people that would give a contractor's perspective with regard to the costs and constructability of the public safety building. Then the contractor would request bids, per the purchasing policy, for the construction company. He noted some of these candidates, referred to as brokers, didn't do the work themselves, but would bid out the work. Others, referred to as self-performers, had the capability to do some of the work and would bid on the project. One candidate wanted to do the work and be the CMGC. Mumford indicated Brian Jacobsen and Kevin Miller, GSBS architects, would not be voting on which companies to interview for the CMGC, but he did want the others in the group to rank the proposals.

Anderson asked if the work schedule differences in the proposals would add to the project cost or affect the quality of work provided. Kevin Miller stated the costs would be less if the work schedule was reduced. If the building was not dried in before the winter conditions, the building would cost more to construct. Council Member Potter asked if self-performers would construct the building more quickly than brokers. Miller affirmed that it depended on what the company self-performed. The building would be constructed with steel and he wasn't aware of any companies in Utah that self-performed steel work.

1  
2 When asked which companies GSBS had worked with extensively, Miller stated they had  
3 worked with Big-D Construction and had a long history and good relationship with them. They  
4 disclosed that sometimes GSBS worked for Big-D Construction. They had also worked with  
5 Hogan Construction with great success. They had worked with Interwest Construction in the past  
6 with great success, but had not worked with them for 10 years. They also indicated they worked  
7 with Ascent Construction, Wadman Corporation, and SIRQ Construction as well. Miller noted  
8 he was surprised to see Big-D Construction among the candidates because they usually only bid  
9 on really big projects.

10  
11 The group ranked the six firms. Council Member Franco asked the group, for ethics reasons, if  
12 any in the group had received money from or would otherwise have conflicts with any of these  
13 firms. Nobody noted any conflicts. She also asked the architects if they would receive a fee if  
14 any of these firms were selected. Jacobsen indicated they would not receive a fee, but to show no  
15 favoritism, that's why they didn't want to be voting members of the group.

16  
17 It was decided to interview Ascent Construction, Big-D Construction and Hogan Construction on  
18 February 27<sup>th</sup>, at 4:00 p.m.

19  
20 **Harold Wilson, Heber Light and Power Company, Don Watts and Debbie Munteer,**  
21 **Rocky Mountain Power - Review Needed Electrical Infrastructure Improvements in**

22 **Wasatch County:** Harold Wilson introduced the others in his group, including Don Watts,  
23 Debbie Munteer, Shawn Johnson, Bob Kowallis and Margaret Oler. He stated Heber Light and  
24 Power Company was starting a joint project with Rocky Mountain Power Company that had  
25 been talked about for 20 years. Each company would have transmission lines on the poles, and  
26 the pole height would range from 75-80 feet tall. This project would probably begin in mid-May,  
27 and would connect electricity from southern Wyoming to Utah County. The completion of this  
28 project would bring stability to the region and to Heber Light and Power Company. Currently the  
29 valley had a single point of power, so whenever there was a power outage, it would stay dark  
30 until the problem was fixed. After this project, there would be more than one line, so Heber Light  
31 and Power Company could feed off either source.

32  
33 Wilson indicated that Heber Light and Power Company would follow the existing power route  
34 except for one small portion. He also noted that this project would help attract commercial  
35 entities to the valley. He asked for the City's support for this project. Anderson stated one thing  
36 the City could do to assist in this project would be to try to acquire right-of-way on 650 South to  
37 give Heber Light and Power Company the easement it needed for the power lines.

38  
39 **Discuss Potential Crosswalk at 100 South and 500 West:** Council Member Franco stated she  
40 received information from a bus driver that many students were crossing 100 South to get to and  
41 from school, and the driver had seen many near misses between autos and the students. She  
42 realized it was a state road and the City would need UDOT's approval before marking a  
43 crosswalk, but asked what the City could do to facilitate this. Council Member Bradshaw stated  
44 he was in favor of UDOT doing a study of the area. The Council all agreed to have staff contact  
45 UDOT with regard to doing a traffic study. Council Member Franco suggested studying 100  
46 South and 600 West. Having crossing guards in that area was discussed. Chief Booth indicated  
47 he was mainly concerned with Kindergarten thru Sixth graders having access to crossing guards.  
48 There was discussion on the crosswalk located at 100 South 300 West in 2006. It was noted that  
49 very few students crossed the street there at that time. Anderson asked if officers could tally the

1 number of crossings at 100 South and 600 West over the next couple of weeks. Chief Booth  
2 stated it would be difficult because before and after school hours were the busiest times of day  
3 for officers, and VIPS were not available to help out either. Mumford agreed to call UDOT to  
4 request a study of the area.  
5

6 **Discuss Public Safety Building Video:** Chief Booth indicated the video produced by a high  
7 school student regarding the current condition of the Police Department building was completed,  
8 and it was shown to the Council. Chief Booth stated with the Council's approval, he would put  
9 links to this video on the police Facebook site and the City website. Mayor McDonald suggested  
10 putting the link in the City newsletter. Council Member Rowland suggested using social media  
11 to get the word out.  
12

13 **Discuss Creation of a Heber City Council Blog:** Council Member Franco showed a draft of a  
14 blog that the City Council members could use to communicate with the public. She pointed out  
15 the different features. She indicated she spoke with Google today, and relayed information on  
16 Google apps for government. She spoke on the fees and indicated Mayor McDonald would have  
17 to request a domain name for the blog. This site could offer surveys, forms, emergency  
18 information, public safety information, have more data available, track things, and foster a faster  
19 response time with citizens. The cost would be \$1,500 per year. Council Member Franco  
20 indicated this would really change how the City did work. Council Member Rowland asked  
21 Kohler to spearhead this issue to make it staff based. Council Member Franco asserted that this  
22 was the way of the future. Mayor McDonald requested that this item be moved to the next work  
23 meeting for further discussion.  
24

25 **Discuss Scheduling a Meeting with the Planning Commission to Discuss the City Sign**  
26 **Ordinance:** Mayor McDonald asked if the Council could meet with the Planning Commission  
27 on Thursday, March 27<sup>th</sup> at 6:00 p.m. The Council agreed to meet at that time. Mayor McDonald  
28 also asked that at some point in the near future, Jody Hoffman or Jody Burnett needed to come  
29 discuss the laws surrounding impact fees, so the City could put in place a policy for when the  
30 public came to ask for waivers. He was especially concerned with entities such as the School  
31 District and the County, and thought a City policy regarding impact fees would help them know  
32 what was expected from the City up front. Council Member Rowland didn't want a policy that  
33 tied the hands of future Councils. It was agreed that Hoffman and/or Burnett should come to  
34 clarify the State laws on impact fees.  
35

36 At this time, the Council paused the Work Meeting to go into the Regular City Council Meeting.  
37 After the Regular Meeting concluded, the Council resumed discussing the Work Meeting  
38 agenda.  
39

40 **Daniel Irrigation Board Meeting on March 4<sup>th</sup>:** Anderson announced there would be a Daniel  
41 Irrigation Board meeting on March 4<sup>th</sup>, regarding a potential lawsuit against the Central Utah  
42 Water Conservancy for allowing Jordanelle Special Service District to dump wastewater into the  
43 Timp Canal. He asked how the Council wanted the City representatives to vote, and noted the  
44 Irrigation Board was against the lawsuit, but some Daniels residents were in favor of having the  
45 irrigation company pursue litigation. Council Member Franco explained the situation and said  
46 there would be a lawsuit between the irrigation company and the Town of Daniel if the irrigation  
47 company did not join the Town of Daniel in the lawsuit against Jordanelle Special Service  
48 District. She felt the majority of the Daniels' residents that attended a meeting regarding this  
49 subject supported the lawsuit. The majority of the Council asked Council Members Patterson and

1 Rowland to vote against the lawsuit. Council Member Franco suggested that the irrigation  
2 company might better use those litigation funds investing in technology or a pipeline to Red  
3 Ledges to irrigate the golf course.

4 **Review of Public Safety Building Programmed Space and Estimated Budget:** Anderson  
5 stated in reviewing the public safety building budget, not all the demolition costs were included,  
6 so the budget needed to include that expense as well as the other items mentioned in Anderson's  
7 staff memo dated 2/3/2014. He also indicated there had been discussion on constructing a one  
8 story building and the associated cost versus building a two story building and the associated  
9 cost, which cost for a two story building would be approximately \$400,000 more expensive to  
10 construct than a one story building.

11  
12 Mayor McDonald felt the City should stick with the current budget and not exceed it, and also  
13 stay with a one story design which would be more closely aligned with the current budget.  
14 Council Member Bradshaw was in favor of constructing a two story building. Council Member  
15 Rowland wanted the two story building without going over budget. He thought creative ways of  
16 cutting expenses could be found in order to stay within the budget. Council Member Franco  
17 agreed. She didn't think the City could get the architectural presence in a one story building, but  
18 the City had to stay within budget. She thought the current square footage was way over built  
19 and could be cut down. Council Member Potter also wanted a two story building. Council  
20 Member Patterson liked the two story building option, and didn't want the building to be cut  
21 back in size. Council Member Bradshaw stated if the City went over budget, the difference  
22 would come from the General Fund. Anderson suggested when the road improvements were  
23 made on 300 South and 400 South, transportation taxes might be able to be used, thus saving  
24 more funds for the building itself. Council Member Bradshaw indicated Chief Booth felt this  
25 space was needed, so he wasn't in favor of cutting back space. Council Member Rowland noted  
26 that the property tax increase was fixed, no matter what the project amount came in at.

27  
28 Several members of the Planning Commission spoke on their preference of having the public  
29 safety building two stories. Mike Thurber stated the building would be outgrown faster if it was  
30 one story because the land was used up and then there would be nowhere to expand. Harry Zane  
31 felt it would be a waste of time and money in the long run to build a one story building now.  
32 Kieth Rawlings concurred with his Planning Commission colleagues that a two story would be  
33 wise. Dave Richards noted the Planning Commission agreed that a two story building would be  
34 more aesthetically pleasing, and since Chief Booth's needs would continue to grow, the more  
35 space to expand, the better. He acknowledged that meeting the budget would be the hard job.  
36 Stacie Ferguson agreed with what had been said by her colleagues. The City would need that  
37 extra land in the future.

38  
39 Council Member Patterson stated he was torn with his desire for a two story building and the  
40 layout Chief Booth needed.

41  
42 Chief Booth stated he could see the point of view of the Planning Commission. He knew the  
43 police needed a building that would last. He had already made cuts down to the department's  
44 basic needs for a building now and also one that could function into the future. The bigger  
45 concern of his was having room configurations that would work. He looked at the new building  
46 as a piece of equipment that would help him solve crime. The feedback he received from the  
47 public was they wanted quiet dignity; not opulent, vast, or big. He requested that the building be  
48 kept a one story as originally planned. He discussed the evidence and lab areas and the estimated

1 need to expand those buildings in the future. Council Member Potter asked if some evidence  
2 could be put off-site. Chief Booth indicated that could be an option.

3  
4 Council Member Potter asked how other agencies handled the sticky situations with victims and  
5 suspects with regard to stairs and elevators. Chief Booth stated it was normal to have two  
6 elevator shafts in different parts of the building, one for victims and one for suspects. But Heber  
7 was a rural community and would not be required to do that. He indicated he would take his  
8 orders from the Council but a one story building was his preference.

9  
10 Council Member Rowland stated he saw this building as a tool to invite people to the core of the  
11 City. Chief Booth noted the building would appear like a two story due to the high ceilings of the  
12 court area, but it would still function as a one story building.

13  
14 Kevin Miller indicated significant cuts had been made and any more cuts would take away  
15 functionality of the building. Having a two story building on the same budget as a one story  
16 building would cut out 10% more of the building. In terms of taking the functions of courts and  
17 police and trying to reconfigure them in a two story design would be very complicated. Council  
18 Member Rowland asked if the building could be designed with high ceilings by the road but have  
19 the functionality of the one story. Miller stated that was a possibility.

20  
21 Kohler gave some suggestions for cost savings to allow for two stories, including landscaping  
22 alternatives, power line adjustments, and a smaller parking lot.

23  
24 Council Member Franco asked to see design options for a two story façade. Miller gave some  
25 suggestions on what could go up on the second story of the building if that was what the Council  
26 decided.

27  
28 Mayor McDonald asked for Council thoughts. Council Member Bradshaw wanted to see some  
29 alternatives to a two story building or a tall one story. Council Member Rowland reiterated that  
30 the block needed to be a keystone to the City and it would be an influence for the future. But he  
31 didn't want any square footage cuts.

32  
33 Council Member Franco asked if the setbacks could be narrowed to allow more open space.  
34 Kohler indicated the Planning Commission was addressing that issue at the next meeting.

35  
36 Council Member Potter stated she didn't want to regret the decision in five years. Council  
37 Member Patterson didn't want to cut out the curb and gutter expense or the landscaping options  
38 given by Kohler. He wanted to see the designs of both one and two story options before making  
39 a decision.

40  
41 With no further business the meeting was adjourned.

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Michelle Kellogg, City Recorder

1 **Heber City Corporation**  
2 **City Council Meeting**  
3 **February 20, 2014**

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 February 20,  
10 2014, in the City Council Chambers at 75 North Main Street, Heber City, Utah.

11  
12  
13 **Present:** Mayor Alan W. McDonald  
14 Council Members Robert Patterson  
15 Jeffery Bradshaw  
16 Erik Rowland  
17 Heidi Franco  
18 Kelleen Potter

19  
20 **Also Present:** City Manager Mark K. Anderson  
21 City Recorder Michelle Kellogg  
22 City Engineer Bart Mumford  
23 Planning Director Anthony Kohler  
24 Chief of Police David Booth

25  
26 **Others Present:** Debbie Munteer, Margaret Oler, Bob Kowallis, Don Watts, Shawn Johnson,  
27 Harold Wilson, Danny L. Fugal, James Doolin, Krystal Fugal, Mike Stewart, Danny Goode,  
28 Tracy Emmanuel, Susan Brandt, Sheryl Nelson, Maddie Kirby, Stephen Tozier, Karen Tozier,  
29 Harry Zane, Dave Richards, Mike Thurber, Stacie Ferguson, and others whose names were  
30 illegible.

31  
32 Mayor McDonald opened the meeting and welcomed those in attendance.

33  
34 **Pledge of Allegiance:** Mayor Alan McDonald

35 **Prayer:** Danny Fugal

36  
37 **Minutes:** February 6, 2014 Work and Regular Meetings

38  
39 Council Member Franco moved to approve the above listed minutes. Council Member Patterson  
40 made the second. Voting Aye: Council Members Patterson, Bradshaw, Rowland, Franco and  
41 Potter.

42  
43 ***OPEN PERIOD FOR PUBLIC COMMENT***

44  
45 Krystal Fugal stated she and her family had lived in Heber two years, and felt it was a great  
46 community to raise children. She wanted to address the water changeover last Thursday. She had  
47 dirty water running in her faucets from Thursday until Tuesday. She got sick and she knew it  
48 wasn't the flu. She has no immune system so the situation concerned her. She was told the City  
49 could have flushed out the system before hooking it up. Fugal also stated she would like to be

1 given notice before major things occurred in the City, like water being switched over, so she  
2 could have time to prepare. She praised Mark Olpin for being an awesome City employee. He  
3 came by to address the issue with the family, and the next day he returned to drop off beeswax  
4 lotion because he knew Fugal had psoriasis. Anderson indicated the northwest quadrant of the  
5 City was affected by the water situation; and in the future, the City would send out alerts through  
6 the phone notification system.

7  
8 Danny Goode commented on the Council's blog discussion from the Work Meeting, and advised  
9 the Council to proceed with caution concerning web solutions, because everything can be hacked  
10 into. He praised Council Member Rowland for talking to the Taxpayers Association last night.  
11 He also asked if the City could coordinate meeting schedules so the public could attend both the  
12 City Council and School Board meetings. Currently, the meetings were held on the same night  
13 and at the same time.

14  
15 Danny Fugal stated he was in favor of Google Docs, which was discussed during the Work  
16 Meeting, and also from listening to the crosswalk discussion, he felt a crosswalk at 100 South  
17 and 600 West was definitely needed.

### 18 19 *MAYOR RECOGNITION*

20  
21 **Mayor's Award - Karen Tozier:** Mayor McDonald introduced Karen and praised her in her job  
22 duties, which included Webmaster, Planning/Zoning Administrative Assistant, and taking  
23 minutes for the Planning Commission, Board of Adjustments, and Airport Advisory Board  
24 meetings. He noted that since she navigated various computer programs with ease, she was asked  
25 to make 100 employee ID cards that included pictures. She took on the extra assignment and  
26 received numerous compliments for a job well done. The cards looked very professional and the  
27 employees were pleased with the result. Mayor McDonald thanked Karen on behalf of the City  
28 for being a team player and sharing her talents in her job assignments. Mayor McDonald also  
29 thanked Karen's husband, Steve Tozier, for his excellent service in working for the City as well.

### 30 31 *ACTION ITEMS*

32  
33 **Approve Ordinance 2014-02, An Ordinance Vacating Lots 15 and 17 of Valley Station**  
34 **Subdivision:** Tony Kohler stated Lots 15 and 17 were part of the Valley Station Subdivision,  
35 which was going to be developed by Garbett Homes. The County Recorder said the City had to  
36 abandon these two lots before re-platting the area into new lots. Council Member Patterson asked  
37 if the new lots would be residential and was told the new subdivision lots would be residential.  
38 Mayor McDonald pointed out that the original subdivision agreement specifications would still  
39 stay in effect.

40  
41 Council Member Patterson moved to approve Ordinance 2014-02, an Ordinance vacating lots 15  
42 and 17 of Valley Station Subdivision. Council Member Rowland seconded the motion.

43  
44 Voting Aye: Council Members Patterson, Bradshaw, Rowland, Franco and Potter.

45  
46 **Approve Cottages at Valley Station, Phase I, and the Associated Development Agreement:**  
47 Tony Kohler stated the Planning Commission had recommended approval for this plat. James  
48 Doolin and Mike Stewart of Oakwood Homes of Utah were in attendance. Doolin indicated the  
49 eight lot subdivision was the first phase of the subdivision, but when all the phases were

1 complete there would be a total of 103 lots. Doolin explained the mixed-use plan for this parcel  
2 of land. The subdivision would be built in three phases. Council Member Franco was concerned  
3 that the driveways would go out onto 600 West, which was a collector road. Kohler stated there  
4 would be the same number of lots facing the street on the east side as would face the street on the  
5 west side. He discussed the pros of houses facing the street versus having the backyards facing  
6 the street. It was noted that 600 West would eventually be a 50 foot wide collector road. Council  
7 Member Franco requested that language for the trail signage be included in the subdivision  
8 agreement for the next phase.

9  
10 Council Member Potter moved to approve the Cottages at Valley Station, Phase I, and the  
11 associated development agreement. Council Member Patterson second the motion.

12  
13 Voting Aye: Council Members Patterson, Bradshaw, Rowland, Franco and Potter.

14  
15 Council Member Rowland moved to go into Closed Session at 7:45 p.m. for the purpose of  
16 discussing land acquisition. Council Member Patterson made the second. Voting Aye: Council  
17 Members Patterson, Bradshaw, Rowland, Franco and Potter.

18  
19 Council Member Rowland moved to adjourn from Closed Session at 8:10 p.m. Council Member  
20 Franco seconded the motion. Voting Aye: Council Members Patterson, Bradshaw, Rowland,  
21 Franco and Potter.

22  
23 With no further business, the meeting was adjourned.

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Michelle Kellogg, City Recorder

1 **Heber City Corporation**  
2 **City Council Meeting**  
3 **February 27, 2014**

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

7 **SPECIAL MEETING**  
8

9 The Council of Heber City, Wasatch County, Utah, met in **Special Meeting** on February 27,  
10 2014, in the City Council Chambers at 75 North Main Street, Heber City, Utah.

11  
12 **Present:** Mayor Alan W. McDonald  
13 Council Members Jeffery Bradshaw  
14 Heidi Franco  
15 Kelleen Potter  
16

17 **Excused:** Robert Patterson  
18 Erik Rowland  
19

20 **Also Present:** City Manager Mark K. Anderson  
21 City Recorder Michelle Kellogg  
22 City Engineer Bart Mumford  
23

24 **Others Present:** Brian Jacobsen and Todd Cates  
25

26 Mayor McDonald opened the meeting and excused Council Members Patterson and Rowland.  
27

28 **Red Ledges Phase 1P, Abandon and Relocate Waterline Property between Lake Creek**  
29 **Road and McNaughton Water Tank:** Council Member Franco moved to abandon and relocate  
30 the waterline property between Lake Creek Road and McNaughton Water Tank. Council  
31 Member Potter seconded the motion. Voting Aye: Council Members Bradshaw, Franco, and  
32 Potter. Council Members Patterson and Rowland were excused.  
33

34 Council Member Potter was excused at this time, and the meeting was adjourned.  
35  
36  
37  
38  
39

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Michelle Kellogg, City Recorder

# APPOINTMENTS

# TAB 1

The Mayors award tonight recognizes one of our longer term employees for the unique contributions they have made to the staff and residents of Heber City. Cathy Bingham has been with the City for almost 12 years and during that time has functioned very competently in a wide array of positions and responsibilities. From Accounting Clerk to Engineering Technician, Cathy has served the City in many ways well beyond her regular job duties. Her attention to detail, her integrity, and attitude as a team player have made her a real problem solver at the City. Key contributions have included identifying and reconciling challenging accounts in the City's accounting system, implementing and maintaining the City's facilities mapping system, and using her unique knowledge in surveying and land transactions to research and resolve property and right-of-way issues that abound in City, which save the taxpayers thousands of dollars each year. Cathy's excellent customer service skills and broad knowledge of City operations make her a pleasure to work with and an invaluable asset to the City.

It is a pleasure to make this award tonight to Cathy as a small token of our appreciation for her many contributions to the citizens and organization of Heber City!

# TAB 2

## **Honoring our WWII Veterans** *A North American B-25 Mitchell Comes to Town*

### **Contact Information**

Beth Ann Schneider  
Utah Wing of the Commemorative Air Force  
PO Box 1074, Midway, UT 84049  
435.671.6441 clipper73h@gmail.com

### **Event Description**

The Utah Wing of the Commemorative Air Force (CAF) will host a WWII North American B-25 Mitchell Bomber June 9-16, 2014 at the Heber Valley Airport. The event includes a two-day WWII re-enactment and a 1940s swing dance party.

Expected out-of-town visitors 1000-2000.

### **Background**

The visiting B-25 is the *Maid in the Shade* from the Arizona Wing of the CAF ([www.azcaf.org](http://www.azcaf.org)). The B-25 played an important role in WWII. It was an American twin-engine medium bomber manufactured by North American Aviation. It was used by many Allied air forces, in every theater of World War II, as well as many other air forces after the war ended, and saw service across four decades. Sixteen B-25 aircraft were used in the Doolittle Tokyo Raid in 1942.

The CAF is a worldwide non-profit organization dedicated to restoring and maintaining and flying WWII aircraft for the purpose of honoring veterans and educating the general public about the importance of WWII.

The Utah Wing of the CAF ([www.utahwingcaf.org](http://www.utahwingcaf.org)) maintains a year-round aviation museum at the Heber City airport including two Stearman bi-planes (WWII trainers) and two North American Aviation T-6 Texans (advanced WWII trainers) and a number of educational displays.

### **Honoring WWII Veterans**

Approximately twenty local WWII veterans will be given complementary rides in the B-25. For various reasons these particular vets are unable to participate in the Honor Flight Network – a non-profit organization transporting WWII heroes to Washington DC to visit the WWII Memorial ([www.honorflight.org](http://www.honorflight.org)). This is a critical component of our event. It is our privilege to honor these few with bomber rides.

### **Schedule of events**

<b>June 9<sup>th</sup></b>	12pm	<i>B-25 arrives</i> Heber City Airport
<b>June 9-15</b>	9-6pm	B-25 tours, B-25 rides, Stearman bi-plane open cockpit rides, aircraft displays, museum tours, military PX sales
<b>June 13<sup>th</sup></b>	7-10pm	1940s Swing Dance Party
<b>June 14<sup>th</sup></b>	8-10am	Boy Scout pancake breakfast
<b>June 14-15</b>	9-6pm	WWII re-enactment activities
<b>June 16</b>	9am	<i>B-25 departs</i> Heber City Airport

## **This Event will Draw Tourists – Economic Impact**

The Utah Wing of the CAF has a strong reputation for putting on great historical aviation events. Our reputation precedes us. For example, in 2005 over 10,000 spectators attended our airshow; in 2009 over 3000 visitors attended our fly-in, and in 2012 over 800 visitors attended our B-17 Bomber two-day event.

The B-25 is a popular WWII aircraft. It is rare to be able to see one in person.

The two day re-enactment is an added attraction that should be of great interest to WWII and aviation buffs and anyone interested in learning more about WWII. It is designed over a two-day weekend period to encourage overnight stays.

To further encourage overnight stays, the Utah Wing of the CAF is working in partnership with Zermatt Resort which will offer a special B-25 discount rate to overnight visitors.

Extensive marketing.

## **Marketing Strategy**

**NOTE:** I have been the Press Officer for Soldier Hollow Resort for three years working major events. As a result I have an extensive list of media representatives with whom I maintain on-going relationships. Most recently, the 2014 U.S. Cross Country Championships held in January received media coverage from 3 national TV stations, The Chicago Tribune, six Utah newspapers, 5 Utah TV stations, 2 radio stations, 8 website/online magazines, 6 freelance photographers. I expect a strong media response to this event.

**NOTE:** Complementary media rides on the B-25 will be offered to TV, radio, and newspaper representatives who run stories before and during this event. This has proven to be an effective strategy in the past to attract media attention prior to and during our events.

### ***Broadcast Medium***

- Radio coverage and interviews prior to and during the event.
- TV coverage prior to and during the event.

### ***Print Medium***

- Paid newspaper advertising featuring special B-25 Zermatt overnight stay vouchers:
  - Salt Lake City Tribune
  - Park Record
  - Deseret News
  - Ogden Standard
  - Daily Herald
  - Uinta County Herald (Evanston)
  - Logan Herald
  - Wasatch Wave (will be included but not with grant funds)
- Paid advertising in national aviation publications.
- Free-of-charge calendar listings in national aviation publications.
- Newspaper coverage via press releases prior to and during the event

***Posters and Brochures*** – distributed to businesses and hotels

***E-Digital***

- CAF website Utah and Arizona banners
- Facebook listings
- Website listings
- Social Media
- Chamber of Commerce event calendar listing

**Expenses**

- Aircraft Fuel for Stearman and T-6 demonstration flights -- \$1000
- Crew hotel rooms -- \$1100
- Swing Dance Band -- \$500
- Paid Advertising -- \$6000
- Porta potties -- \$350

TOTAL – \$8950

**Statement of Need**

The Utah Wing of the CAF is a non-profit organization operating on limited funds. Without assistance and in-kind contributions it would be difficult for us to host this event.

**Amount requested -- \$350**

# **ACTION ITEMS**

**TAB 3**

## **HEBER CITY COUNCIL**

Staff report by: Anthony L. Kohler

Meeting Date: March 6, 2014

### **Item: Swift Creek Final Subdivision**

On October 17, 2013, the City Council approved a revised phasing plan for Swift Creek. The developer is proposing another alteration that would create 3 phases instead of 2 phases. This is being done so that the 4 lots that face onto an existing street can be platted first to get building permits under way as soon as possible. The other 2 plats require significant road and public improvements and won't be eligible for permits until those improvements are completed.

The development agreement and conditions of approval are the same, but modified slightly to address references to phase names. The FEMA Flood Plain will need to either be shown on the plat, or as preferred by the developer, a LOMAR process be completed to remove the lots from the FEMA Flood Plain.

### **RECOMMENDATION**

Staff recommends final approval of the proposed 3 phases of Swift Creek and accompanying development agreement as consistent with applicable codes and recommendation of the Planning Commission.





**SURVEYOR'S CERTIFICATE**

I, the undersigned, being a duly qualified and licensed Surveyor in the State of Utah, do hereby certify that the foregoing is a true and correct copy of the original plat as recorded in my office, and that the same is a true and correct copy of the original plat as recorded in my office, and that the same is a true and correct copy of the original plat as recorded in my office.

**BOUNDARY DESCRIPTION**

\_\_\_\_\_

DATE \_\_\_\_\_

**BASIS OF BEARING**

The basis of bearings for this survey was determined by means of a magnetic compass, and the same is a true and correct copy of the original plat as recorded in my office, and that the same is a true and correct copy of the original plat as recorded in my office.

**OWNERS DEDICATION**

The undersigned hereby certifies that the land hereinafter described is the property of the undersigned, and that the same is a true and correct copy of the original plat as recorded in my office, and that the same is a true and correct copy of the original plat as recorded in my office.

**OWNERS ACKNOWLEDGMENT**

STATE OF UTAH  
COUNTY OF \_\_\_\_\_

WE, the undersigned, do hereby acknowledge that we are the owners of the land hereinafter described, and that we have executed the foregoing plat for the purposes and in the manner therein expressed.

**ACCEPTANCE BY LEGISLATIVE BODY**

HEBER CITY ENGINEER APPROVAL

HEBER CITY ENGINEER \_\_\_\_\_

**PLANNING COMMISSION APPROVAL**

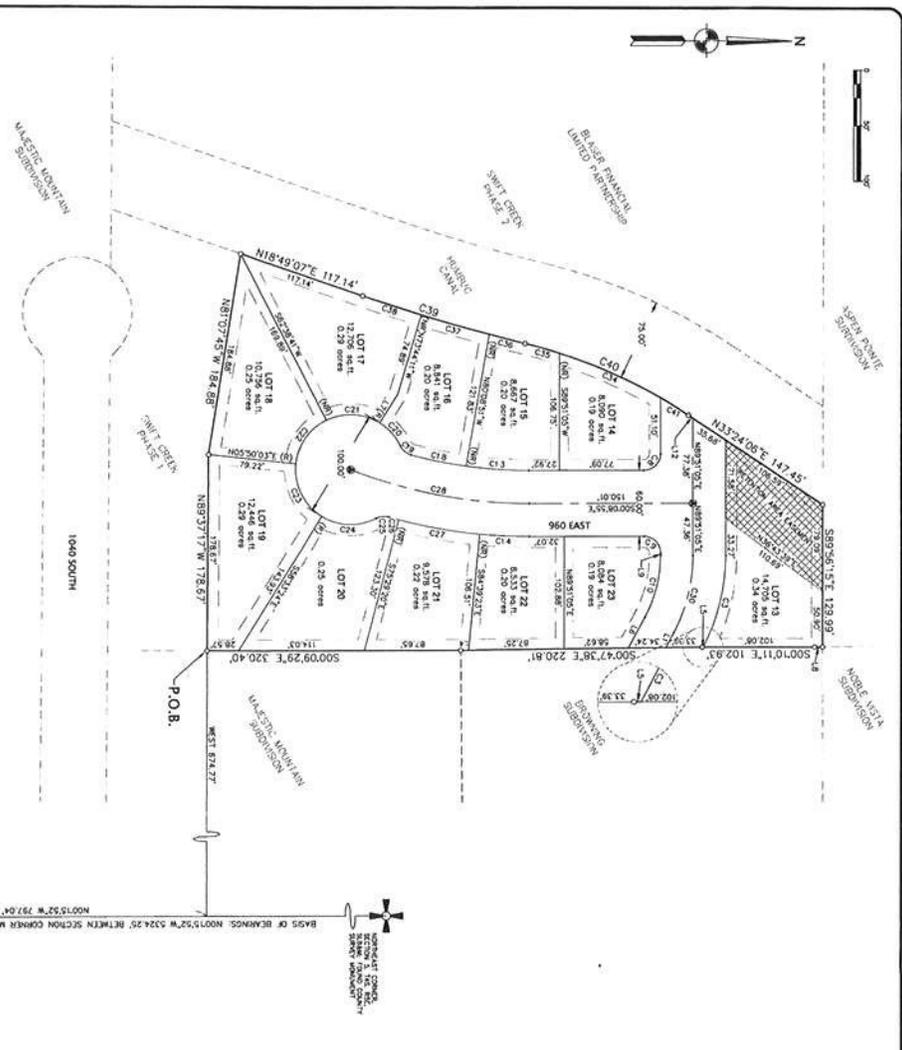
PLANNING COMMISSION APPROVAL

PLANNING COMMISSION \_\_\_\_\_



**PLAT NOTES:**

1. THIS PLAT IS SUBJECT TO ALL EASEMENTS, RIGHTS, AND INTERESTS SHOWN ON THE PLAT.
2. LOTS 14 AND 23 SHALL REMAIN UNDIVIDED.



LOT	AREA (SQ. FT.)	AREA (ACRES)
LOT 11	12,278.46	0.28
LOT 12	12,278.46	0.28
LOT 13	12,278.46	0.28
LOT 14	12,278.46	0.28
LOT 15	12,278.46	0.28
LOT 16	12,278.46	0.28
LOT 17	12,278.46	0.28
LOT 18	12,278.46	0.28
LOT 19	12,278.46	0.28
LOT 20	12,278.46	0.28
LOT 21	12,278.46	0.28
LOT 22	12,278.46	0.28
LOT 23	12,278.46	0.28

PROJECT: C14-403  
 SUBDIVISION: SWIFT CREEK SUBDIVISION PHASE 3  
 SURVEYOR: STEVE BLASER  
 ENGINEER: Summit Engineering Group Inc.  
 LOCATION: IN THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 5 EAST, SB28M.

**SURVEYOR'S CERTIFICATE**

I, the undersigned, do hereby certify that I am a registered Land Surveyor in the State of Utah and that I have personally supervised the survey and preparation of this plat and that the same is a true and correct representation of the actual survey and that the same is in accordance with the laws and regulations of the State of Utah and the rules and regulations of the Board of Surveyors and that I am duly licensed to practice my profession in the State of Utah.

DATE: \_\_\_\_\_

AND SIGNATURE: \_\_\_\_\_

**BOUNDARY DESCRIPTION**

THE BOUNDARY DESCRIPTION OF THIS PLAT IS SET FORTH IN THE PLAT AND IS SUBJECT TO THE SURVEYOR'S FIELD NOTES AND RECORDS.

**BASIS OF BEARING**

THE BASIS OF BEARING FOR THIS PLAT IS THE MERIDIAN OF THE STATE OF UTAH, AS DETERMINED BY THE NATIONAL BUREAU OF STANDARDS, AND IS SUBJECT TO THE SURVEYOR'S FIELD NOTES AND RECORDS.

**OWNER'S DEDICATION**

THE LANDSHOLDER OF THIS PLAT HAS DEDICATED THE LAND SHOWN ON THIS PLAT TO THE PUBLIC AND HAS AGREED TO MAINTAIN THE LAND IN A STATE OF READINESS TO BE OPENED TO THE PUBLIC AT ANY TIME.

**OWNER'S ACKNOWLEDGMENT**

THE LANDSHOLDER OF THIS PLAT HAS ACKNOWLEDGED THAT HE IS THE OWNER OF THE LAND SHOWN ON THIS PLAT AND THAT HE HAS AGREED TO MAINTAIN THE LAND IN A STATE OF READINESS TO BE OPENED TO THE PUBLIC AT ANY TIME.

**ACCEPTANCE BY LEGISLATIVE BODY**

THE CITY BOARD OF HEALTH HAS ACCEPTED THIS PLAT AND HAS AGREED TO MAINTAIN THE LAND IN A STATE OF READINESS TO BE OPENED TO THE PUBLIC AT ANY TIME.

**HEBER CITY ENGINEER APPROVAL**

THE CITY ENGINEER HAS APPROVED THIS PLAT AND HAS AGREED TO MAINTAIN THE LAND IN A STATE OF READINESS TO BE OPENED TO THE PUBLIC AT ANY TIME.

**PLANNING COMMISSION APPROVAL**

THE PLANNING COMMISSION HAS APPROVED THIS PLAT AND HAS AGREED TO MAINTAIN THE LAND IN A STATE OF READINESS TO BE OPENED TO THE PUBLIC AT ANY TIME.

**WASATCH COUNTY SURVEYOR**

THE COUNTY SURVEYOR HAS APPROVED THIS PLAT AND HAS AGREED TO MAINTAIN THE LAND IN A STATE OF READINESS TO BE OPENED TO THE PUBLIC AT ANY TIME.

**WASATCH COUNTY RECORDER**

THE COUNTY RECORDER HAS APPROVED THIS PLAT AND HAS AGREED TO MAINTAIN THE LAND IN A STATE OF READINESS TO BE OPENED TO THE PUBLIC AT ANY TIME.

LOT #	ACRES	AREA (SQ. FT.)
LOT 1	0.18	12,345
LOT 2	0.18	12,345
LOT 3	0.18	12,345
LOT 4	0.18	12,345
LOT 5	0.18	12,345
LOT 6	0.18	12,345
LOT 7	0.18	12,345
LOT 8	0.18	12,345
LOT 9	0.18	12,345
LOT 10	0.18	12,345
LOT 11	0.18	12,345
LOT 12	0.18	12,345



**PLAT NOTES:**

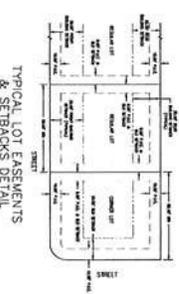
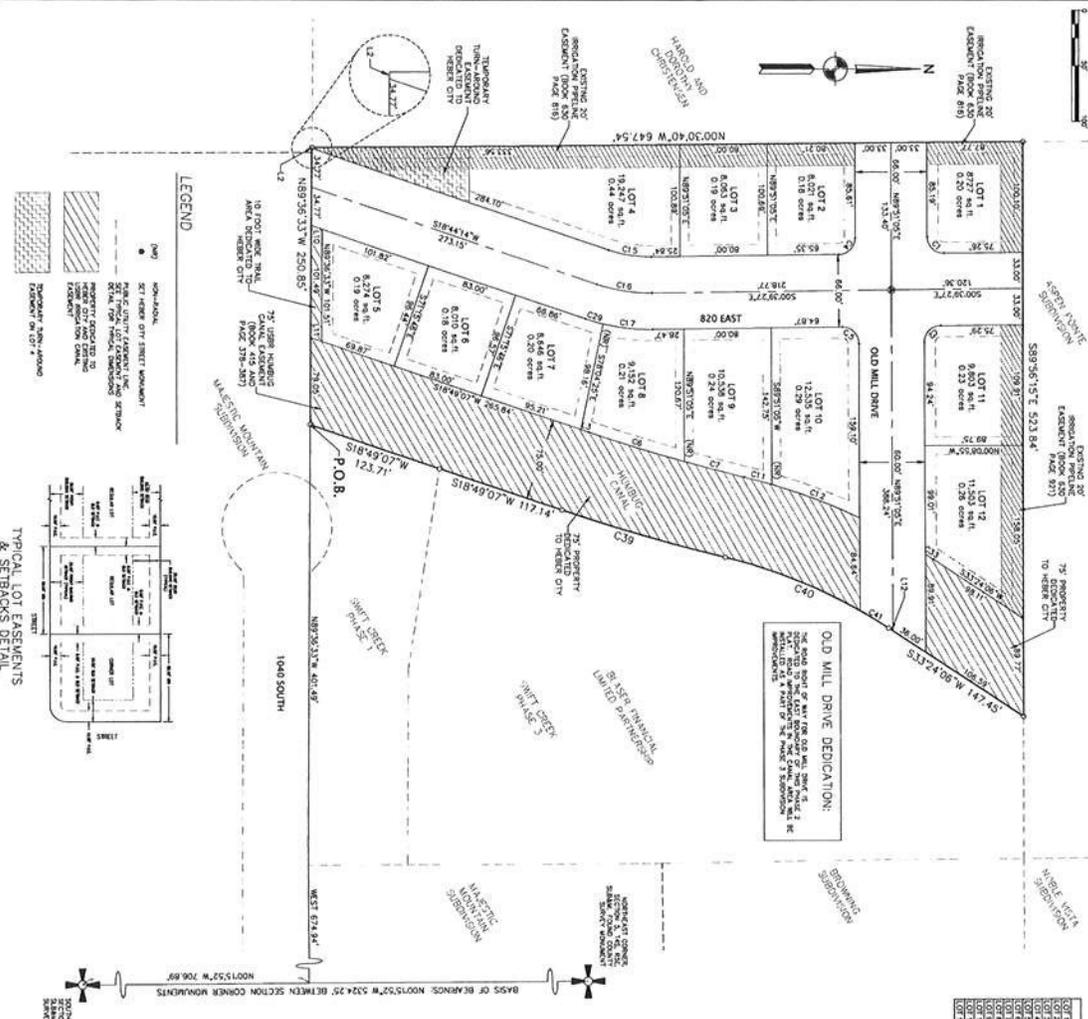
1. ALL PUBLIC SERVICES WILL BE PROVIDED FROM THE ROAD BETWEEN LOTS 1 AND 2 AND THE ROAD BETWEEN LOTS 10 AND 11.
2. THE ROAD BETWEEN LOTS 1 AND 2 SHALL HAVE FRONT SETBACKS AND SETBACKS MATCHING TO THE ADJACENT PROPERTIES.
3. THE ROAD BETWEEN LOTS 10 AND 11 SHALL HAVE FRONT SETBACKS AND SETBACKS MATCHING TO THE ADJACENT PROPERTIES.

**GENERAL NOTES:**

THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE LAND SHOWN ON THIS PLAT AND HAS FOUND THAT THE SAME IS IN ACCORDANCE WITH THE PLAT AND THE RECORDS.

THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE LAND SHOWN ON THIS PLAT AND HAS FOUND THAT THE SAME IS IN ACCORDANCE WITH THE PLAT AND THE RECORDS.

THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE LAND SHOWN ON THIS PLAT AND HAS FOUND THAT THE SAME IS IN ACCORDANCE WITH THE PLAT AND THE RECORDS.



TYPICAL LOT EASEMENTS & SETBACKS DETAIL

**PROJECT:** C144003  
**CLIENT:** STEVE BLASER  
**PROJECT:** SWIFT CREEK SUBDIVISION PHASE 2

**Summit Engineering Group Inc.**  
 1000 N. 1000 W. SUITE 100  
 HEBER CITY, UTAH 84002

**SWIFT CREEK SUBDIVISION PHASE 2  
 FINAL SUBDIVISION PLAT**

LOCATED IN THE SOUTH-EAST 1/4 OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 3 EAST, SUBMER

LOT #	AREA (SQ. FT.)	ACRES
1	12,345	0.18
2	12,345	0.18
3	12,345	0.18
4	12,345	0.18
5	12,345	0.18
6	12,345	0.18
7	12,345	0.18
8	12,345	0.18
9	12,345	0.18
10	12,345	0.18
11	12,345	0.18
12	12,345	0.18

SUBDIVISION AGREEMENT  
AND  
COVENANT RUNNING WITH THE LAND  
**(Swift Creek Subdivision - Phase 1)**

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between Heber City, hereinafter referred to as "City" and the undersigned as "Developer".

WHEREAS, the petitioner has proposed the Swift Creek Subdivision, consisting of three phases, with Phase 1 consisting of 4 lots; and

WHEREAS, the City annexed the property subject to certain conditions; and

WHEREAS, unique conditions exist resulting from the features on and around the property and the layout and design proposed by the developer; and

NOW, THEREFORE, the parties hereby agree as follows:

1. With respect to Exhibit A (the approved final subdivision plat), the developer shall, prior to recordation of the subdivision plat, transfer to the City all required water rights necessary for development of this phase, which shall include but not be limited to 1.01 Acre-Feet per lot or 27.25 Acre-Feet of diversion water rights for the combined phases.
2. The Phase 1 plat shall contain the following notice: Lot 27 is located within the 100 Year Flood Zone and shall require a flood elevation certificate and the lowest finished floor to be elevated at least 1 foot about the 100 year flood Zone. Developer or owner may also petition FEMA for a Letter of Map Amendment (LOMAR).
3. Acceptance of Phase 1 is conditional upon offsite improvements. This subdivision will not be deemed complete until the applicable offsite reimbursement agreements with Sage Acres for water, sewer, and/or irrigation improvements have been satisfied.
4. Developer shall provide City with a noxious weed control plan approved by the Wasatch County Weed Control Board prior to recording the subdivision plats and implement approved measures prior to project acceptance by the City.
5. All streets, utilities, and improvements will be constructed to property lines.

6. Public streets shall be dedicated to Heber City.
7. All aforementioned improvements shall consist of frontage improvements of curbs, sidewalks, pavements, inlets, and placing of monuments, as required and consistent with Heber City Standards, including but not limited to required subdivision improvement requirements.
8. Said improvement costs will be paid by the Developer, their assigns, transferees or successors as owners or developers. The Developer shall be obligated to disclose and notify in writing its immediate successors in ownership or developers of the requirements of this Agreement.
9. Developer shall execute a performance agreement and provide a cash bond or letter of credit acceptable to the City, guaranteeing the improvements related to subdivision.
10. The parties agree that the improvements will be required at the time of development, and that no building permits shall be issued thereto without the completion of said improvements.
11. Upon the full and complete performance of all of the terms and conditions of this Agreement by the Developer, their assigns, transferees or successors, and upon approval of the improvements, the City agrees to take over roads as shown on the filed map and those areas shown on the recorded subdivision plats as dedicated to the public, and maintain them as public works and public highways of the City without assessment for the construction of improvements as set out in the plans and specifications. Nothing contained here shall be construed in any way to render the City liable for any charges, costs, or debts for material, labor, or other expenses incurred in the making of these improvements.
12. In the event there is a Failure to Perform under this Agreement and it becomes reasonably necessary for any party to employ the services of an attorney in connection therewith (whether such attorney be in-house or outside counsel), either with or without litigation, on appeal or otherwise, the losing party to the controversy shall pay to the successful party reasonable attorney's fees incurred by such party and, in addition, such costs and expenses as are incurred in enforcing this Agreement.
13. This Agreement contains the entire agreement between the parties, and no statement, promise or inducement made by either party hereto, or agent of either party hereto which is not contained in this written Agreement shall be valid or



COUNTY OF WASATCH       : ss.  
                                  )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, personally  
appeared before me the above named Owner, who duly acknowledged  
to me that he is the owner in fee and executed the same as such.

\_\_\_\_\_  
NOTARY PUBLIC

EXHIBIT A

SUBDIVISION AGREEMENT  
AND  
COVENANT RUNNING WITH THE LAND  
**(Swift Creek Subdivision - Phases 2)**

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between Heber City, hereinafter referred to as "City" and the undersigned as "Developer".

WHEREAS, the petitioner has proposed the Swift Creek Subdivision, consisting of three phases, with Phase 2 consisting of 12 lots

WHEREAS, the City annexed the property subject to certain conditions; and

WHEREAS, unique conditions exist resulting from the features on and around the property and the layout and design proposed by the developer; and

NOW, THEREFORE, the parties hereby agree as follows:

1. With respect to Exhibit A (the approved final subdivision plat), the developer shall, prior to recordation of the subdivision plat, transfer to the City all required water rights necessary for development of this phase, which shall include but not be limited to 1.01 Acre-Feet per lot or 27.25 Acre-Feet of diversion water rights for the combined phases.
2. A 75-foot strip of land underlying the Humbug Canal, and a master planned trail shall be dedicated to the City along with a dedicated 10-foot wide trail access to 820 East. Developer shall be responsible for constructing that portion of the 8-foot wide asphalt trail along the canal and access point through the development.
3. Heber city will reimburse the Developer the cost of installing an 8 foot wide asphalt trail with roadbase and fabric along the Humbug Canal right of way and access point. Heber City will also reimburse Developer the cost of asphalt widening in 820 East and Old Mill Drive from 36-feet to 44-feet. Reimbursement is payable upon final acceptance and upon receiving invoices demonstrating the actual cost incurred by the developer to install the improvements.
4. A temporary cul-de-sac shall be constructed at the south end of 820 East. Developer will provide necessary temporary turn around easements dedicated to Heber City. Developer will escrow sufficient funds with the City for the future removal

and repair of the asphalt, curb/gutter, and sidewalk of the temporary turn around when the road continues through.

5. Acceptance of Phase 2 is conditional upon offsite improvements. This subdivision will not be deemed complete until the applicable offsite reimbursement agreements with Sage Acres for water, sewer, and/or irrigation improvements have been satisfied.
6. In Phase 2, the final plat shall note that Lots 10 and 11 are prohibited from establishing driveway access from 820 East.
7. In Phase 3, the final plat shall note that Lots 14 and 23 are prohibited from establishing driveway access from Old Mill Drive.
8. Developer shall provide City with a noxious weed control plan approved by the Wasatch County Weed Control Board prior to recording the subdivision plats and implement approved measures prior to project acceptance by the City.
9. All streets, utilities, and improvements will be constructed to property lines.
10. Public streets shall be dedicated to Heber City.
11. All aforementioned improvements shall consist of frontage improvements of curbs, sidewalks, pavements, inlets, and placing of monuments, as required and consistent with Heber City Standards, including but not limited to required subdivision improvement requirements.
12. Said improvement costs will be paid by the Developer, their assigns, transferees or successors as owners or developers. The Developer shall be obligated to disclose and notify in writing its immediate successors in ownership or developers of the requirements of this Agreement.
13. Developer shall execute a performance agreement and provide a cash bond or letter of credit acceptable to the City, guaranteeing the improvements related to subdivision.
14. The parties agree that the improvements will be required at the time of development, and that no building permits shall be issued thereto without the completion of said improvements.
15. Upon the full and complete performance of all of the terms and conditions of this Agreement by the Developer, their assigns, transferees or successors, and upon approval of the improvements, the City agrees to take over roads as shown on

the filed map and those areas shown on the recorded subdivision plats as dedicated to the public, and maintain them as public works and public highways of the City without assessment for the construction of improvements as set out in the plans and specifications. Nothing contained here shall be construed in any way to render the City liable for any charges, costs, or debts for material, labor, or other expenses incurred in the making of these improvements.

16. In the event there is a Failure to Perform under this Agreement and it becomes reasonably necessary for any party to employ the services of an attorney in connection therewith (whether such attorney be in-house or outside counsel), either with or without litigation, on appeal or otherwise, the losing party to the controversy shall pay to the successful party reasonable attorney's fees incurred by such party and, in addition, such costs and expenses as are incurred in enforcing this Agreement.
17. This Agreement contains the entire agreement between the parties, and no statement, promise or inducement made by either party hereto, or agent of either party hereto which is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified or altered except in writing approved by the parties.
18. Time is of the essence of this Agreement. In case any party shall fail to perform the obligations on its part at the time fixed for the performance of such obligations by the terms of this Agreement, the other party or parties may pursue any and all remedies available in equity, at law, and/or pursuant to the terms of this Agreement.
19. This Agreement shall be a covenant running with the land, and shall be binding upon the parties and their assigns and successors in interest. This Agreement shall be recorded with the Wasatch County Recorder.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

HEBER CITY:

By: \_\_\_\_\_



**EXHIBIT A**

SUBDIVISION AGREEMENT  
AND  
COVENANT RUNNING WITH THE LAND  
**(Swift Creek Subdivision - Phase 3)**

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between Heber City, hereinafter referred to as "City" and the undersigned as "Developer".

WHEREAS, the petitioner has proposed the Swift Creek Subdivision, consisting of three phases, with Phase 3 consisting of 11 lots; and

WHEREAS, the City annexed the property subject to certain conditions; and

WHEREAS, unique conditions exist resulting from the features on and around the property and the layout and design proposed by the developer; and

NOW, THEREFORE, the parties hereby agree as follows:

1. With respect to Exhibit A (the approved final subdivision plat), the developer shall, prior to recordation of the subdivision plat, transfer to the City all required water rights necessary for development of this phase, which shall include but not be limited to 1.01 Acre-Feet or 27.25 Acre-Feet of diversion water rights for the combined phases.
2. Phase 3 plat shall contain the following notice: Lots 13-17 are located within the 100 Year Flood Zone and shall require a flood elevation certificate and the lowest finished floor to be elevated at least 1 foot about the 100 year flood Zone. Developer or owner may also petition FEMA for a Letter of Map Amendment (LOMAR).
3. Heber City will reimburse Developer the cost of asphalt widening in Old Mill Drive from 36-feet to 44-feet. Reimbursement is payable upon final acceptance and upon receiving invoices demonstrating the actual cost incurred by the developer to install the improvements.
4. Acceptance of Phase 3 of this subdivision is conditional upon offsite improvements. This subdivision will not be deemed complete until the applicable offsite reimbursement agreements with Sage Acres for water, sewer, and/or irrigation improvements have been satisfied.

5. The final plat for Phase 3 shall provide written notation as follows: "The retention area easement on Lot 13 accommodates storm drainage for the subdivision. Heber City has the right of access through this lot to maintain and repair said facilities. No cuts, fills, changes to topography, structures above or below ground; including but not limited to fences, decks, sheds, or footings of any kind, are allowed in the easements. Any obstacles erected within these easements will be removed at the current lot owner's expense. The owner of this lot is responsible for landscaping and irrigation of the area. Fences constructed around the easements shall contain a 12 foot wide gate to accommodate access by Heber City Corporation."
6. Developer shall provide City with a noxious weed control plan approved by the Wasatch County Weed Control Board prior to recording the subdivision plats and implement approved measures prior to project acceptance by the City.
7. All streets, utilities, and improvements will be constructed to property lines.
8. Public streets shall be dedicated to Heber City.
9. All aforementioned improvements shall consist of frontage improvements of curbs, sidewalks, pavements, inlets, and placing of monuments, as required and consistent with Heber City Standards, including but not limited to required subdivision improvement requirements.
10. Said improvement costs will be paid by the Developer, their assigns, transferees or successors as owners or developers. The Developer shall be obligated to disclose and notify in writing its immediate successors in ownership or developers of the requirements of this Agreement.
11. Developer shall execute a performance agreement and provide a cash bond or letter of credit acceptable to the City, guaranteeing the improvements related to subdivision.
12. The parties agree that the improvements will be required at the time of development, and that no building permits shall be issued thereto without the completion of said improvements.
13. Upon the full and complete performance of all of the terms and conditions of this Agreement by the Developer, their assigns, transferees or successors, and upon approval of the improvements, the City agrees to take over roads as shown on the filed map and those areas shown on the recorded subdivision plats as dedicated to the public, and maintain

them as public works and public highways of the City without assessment for the construction of improvements as set out in the plans and specifications. Nothing contained here shall be construed in any way to render the City liable for any charges, costs, or debts for material, labor, or other expenses incurred in the making of these improvements.

14. In the event there is a Failure to Perform under this Agreement and it becomes reasonably necessary for any party to employ the services of an attorney in connection therewith (whether such attorney be in-house or outside counsel), either with or without litigation, on appeal or otherwise, the losing party to the controversy shall pay to the successful party reasonable attorney's fees incurred by such party and, in addition, such costs and expenses as are incurred in enforcing this Agreement.
15. This Agreement contains the entire agreement between the parties, and no statement, promise or inducement made by either party hereto, or agent of either party hereto which is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified or altered except in writing approved by the parties.
16. Time is of the essence of this Agreement. In case any party shall fail to perform the obligations on its part at the time fixed for the performance of such obligations by the terms of this Agreement, the other party or parties may pursue any and all remedies available in equity, at law, and/or pursuant to the terms of this Agreement.
17. This Agreement shall be a covenant running with the land, and shall be binding upon the parties and their assigns and successors in interest. This Agreement shall be recorded with the Wasatch County Recorder.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

HEBER CITY:

By: \_\_\_\_\_  
Alan McDonald, Mayor



EXHIBIT A

# TAB 4

HEBER CITY COUNCIL

Staff Report by: Anthony L. Kohler

Meeting Date: March 6, 2014

## Item: Ranch Landing Plat A Final Approval

The petitioner is requesting final approval for Phase 1 of the Ranch Landing Cottages, consisting of 18 single-family lots. The preliminary plan was approved by the Planning Commission on September 12, 2013. The Planning Commission asked for the right to farm clause to be placed on the plat and for fencing to be constructed along the subdivision boundary to protect the farm.

The property is zoned R-3 Residential. Each of the lots meets the minimum 6500 square foot area and 65 foot frontage requirements of the R-3 Zone. 500 East includes existing curb and sidewalk improvements.

The City Attorney indicates if the Right to Farm Notice is placed on the plat, the City will need its own Notice as shown below on the plat to define the city's role in enforcement of the Right to Farm Notice.

**CITY NOTICE:** "Said Notice is a condition proposed between the adjacent property owners and does not obligate the City in any way, including but not limited to enforcement. The City is simply allowing this Notice as part of the recording, but takes no position on the legitimacy or enforceability of said Notice."

### RECOMMENDATION

On February 13, 2014, the Planning Commission found the proposed subdivision consistent with Chapter 18.60 R-3 Residential Zone, Chapter 17.20.030 Final Plans, and Chapter 17.40 Improvements, conditional upon the following:

1. A street light be placed at each intersection consistent with engineering standards;
2. The developer install storm drain easement landscaping and be maintained in perpetuity by a Home Owner's Association;
3. Developer construct a 6 foot tall fence along rear property line of lots 15 through 18;
4. The plat show a legend for the designated PUEs and their widths;
5. If the Right to Farm Notice is shown on the Plat, the City Notice also be included on the plat;
6. The plat show a note prohibiting driveway access to 500 East as prohibited for Lots 14 and 15;
7. Provide an updated title report prior to recording the plat; and
8. Provide a tax clearance from county assessor prior to recording the plat.

SUBDIVISION AGREEMENT  
AND  
COVENANT RUNNING WITH THE LAND  
**(Ranch Landing Cottages Plat A)**

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between Heber City, hereinafter referred to as "City" and the undersigned as "Developer".

WHEREAS, the petitioner has proposed the Ranch Landing Cottages Plat A Subdivision;

WHEREAS, the City annexed the property subject to certain conditions; and

WHEREAS, unique conditions exist resulting from the features on and around the property and the layout and design proposed by the developer; and

NOW, THEREFORE, the parties hereby agree as follows:

1. With respect to the approved final subdivision plats, the developer shall, prior to recordation of the subdivision plat, transfer to the City all required water rights necessary including \_\_\_\_\_ Acre-Feet of diversion water rights.
2. Developer will create a home owner's association to maintain the proposed storm water facilities.
3. Developer will install landscaping and irrigation facilities on the storm water facilities.
4. A street light be placed at each intersection consistent with engineering standards.
5. Developer will construct a 6 foot tall fence along rear property line of lots 15 through 18.
6. The plat will show a legend for the designated PUEs and their widths.
7. If the Right to Farm Notice is shown on the Plat, the City Notice also be included on the plat.
8. The plat show a note prohibiting driveway access to 500 East as prohibited for Lots 14 and 15;

9. Developer shall provide City with a noxious weed control plan approved by the Wasatch County Weed Control Board prior to recording the subdivision plats and implement approved measures prior to project acceptance by the City.
10. All streets, utilities, and improvements will be constructed to property lines.
11. Public streets shall be dedicated to Heber City.
12. All aforementioned improvements shall consist of frontage improvements of curbs, sidewalks, pavements, inlets, and placing of monuments, as required and consistent with Heber City Standards, including but not limited to required subdivision improvement requirements.
13. Said improvement costs will be paid by the Developer, their assigns, transferees or successors as owners or developers. The Developer shall be obligated to disclose and notify in writing its immediate successors in ownership or developers of the requirements of this Agreement.
14. Developer shall execute a performance agreement and provide a cash bond or letter of credit acceptable to the City, guaranteeing the improvements related to subdivision.
15. The parties agree that the improvements will be required at the time of development, and that no building permits shall be issued thereto without the completion of said improvements.
16. Upon the full and complete performance of all of the terms and conditions of this Agreement by the Developer, their assigns, transferees or successors, and upon approval of the improvements, the City agrees to take over roads as shown on the filed map and those areas shown on the recorded subdivision plats as dedicated to the public, and maintain them as public works and public highways of the City without assessment for the construction of improvements as set out in the plans and specifications. Nothing contained here shall be construed in any way to render the City liable for any charges, costs, or debts for material, labor, or other expenses incurred in the making of these improvements.
17. In the event there is a Failure to Perform under this Agreement and it becomes reasonably necessary for any party to employ the services of an attorney in connection therewith (whether such attorney be in-house or outside counsel), either

with or without litigation, on appeal or otherwise, the losing party to the controversy shall pay to the successful party reasonable attorney's fees incurred by such party and, in addition, such costs and expenses as are incurred in enforcing this Agreement.

18. This Agreement contains the entire agreement between the parties, and no statement, promise or inducement made by either party hereto, or agent of either party hereto which is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified or altered except in writing approved by the parties.
19. Time is of the essence of this Agreement. In case any party shall fail to perform the obligations on its part at the time fixed for the performance of such obligations by the terms of this Agreement, the other party or parties may pursue any and all remedies available in equity, at law, and/or pursuant to the terms of this Agreement.
20. This Agreement shall be a covenant running with the land, and shall be binding upon the parties and their assigns and successors in interest. This Agreement shall be recorded with the Wasatch County Recorder.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

HEBER CITY:

By: \_\_\_\_\_  
Alan McDonald, Mayor

ATTEST:

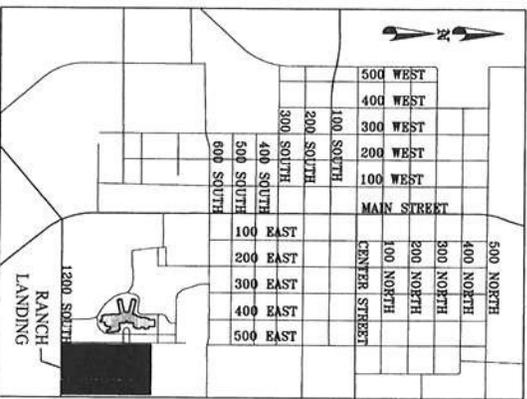
\_\_\_\_\_  
Heber City Recorder



EXHIBIT A

# RANCH LANDING COTTAGES

## FINAL SUBDIVISION APPLICATION



VICINITY MAP

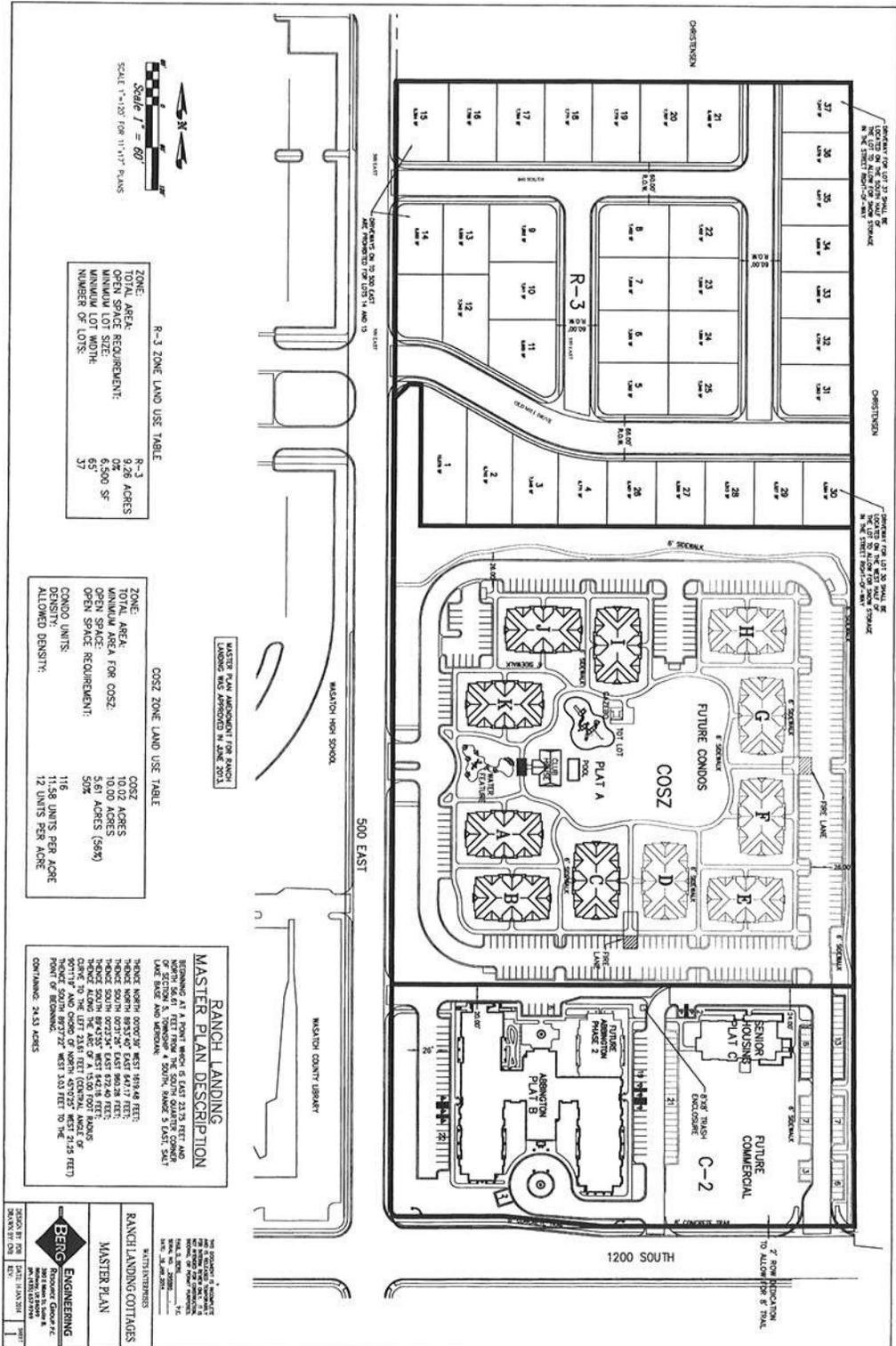
### SHEET INDEX

1. MASTER PLAN
2. RANCH LANDING COTTAGES - PLAT A
3. UTILITY PLAN
4. 840 SOUTH ROAD PLAN & PROFILE
5. 550 EAST ROAD PLAN & PROFILE
6. OLD MILL DRIVE PLAN & PROFILE
7. ROAD CONSTRUCTION DETAILS
8. WATER & IRRIGATION PLAN
9. WATER CONSTRUCTION DETAILS
10. IRRIGATION CONSTRUCTION DETAILS
11. 840 SOUTH ROAD SEWER PLAN & PROFILE
12. 550 EAST SEWER PLAN & PROFILE
13. OLD MILL DRIVE SEWER PLAN & PROFILE
14. SEWER CONSTRUCTION DETAILS
15. 840 SOUTH ROAD STORM DRAIN PLAN & PROFILE
16. 550 EAST STORM DRAIN PLAN & PROFILE
17. OLD MILL DRIVE STORM DRAIN PLAN & PROFILE
18. STORM DRAIN POND PLAN
19. STORM DRAIN CONSTRUCTION DETAILS
20. LANDSCAPE PLAN
21. FENCING PLAN

THE ENGINEER'S EXAMINATION AND SEALING OF THIS PLAN IS LIMITED TO THE PROJECT AND THE JURISDICTION OF THE STATE OF CALIFORNIA. THE ENGINEER DOES NOT WARRANT OR GUARANTEE THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE ENGINEER'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED HEREON.

**BERG ENGINEERING**  
 ENGINEERING  
 10000 N. CENTRAL EXPRESSWAY  
 SUITE 100  
 DALLAS, TEXAS 75243  
 PHONE: 972.281.1111  
 FAX: 972.281.1112

SHEET NUMBER: 01  
 TOTAL SHEETS: 01  
 DATE: 01/15/2010



R-3 ZONE LAND USE TABLE

ZONE:	R-3
AREA:	62 ACRES
OPEN SPACE REQUIREMENT:	0%
MINIMUM LOT SIZE:	6,500 SF
MINIMUM LOT WIDTH:	65'
NUMBER OF LOTS:	37

COZ2 ZONE LAND USE TABLE

ZONE:	COZ2
TOTAL AREA:	10.02 ACRES
MINIMUM AREA FOR COZ2:	10.02 ACRES
OPEN SPACE REQUIREMENT:	5% (36%)
CONDO UNITS:	50%
DENSITY:	116 UNITS PER ACRE
ALLOWED DENSITY:	12 UNITS PER ACRE

**RANCH LANDING MASTER PLAN DESCRIPTION**

THE PROPERTY IS LOCATED IN SECTION 16, TOWNSHIP 4 NORTH, RANGE 5 WEST, MILKTON COUNTY, MISSOURI. THE PROPERTY IS 24.53 ACRES IN SIZE AND DESCRIBED AS FOLLOWS:

THENCE NORTH 00°07'00" WEST 1919.48 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 86°41'00" WEST 2210.15 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°07'30" EAST 692.49 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°07'30" EAST 692.49 FEET TO THE POINT OF BEGINNING;

THENCE ALONG THE ABBOTT ROAD RIGHT OF WAY CORNER TO THE LOT 23.61 FEET (GENERAL MOUND OF CORNER);

THENCE SOUTH 00°07'30" WEST 13.01 FEET TO THE POINT OF BEGINNING;

CONTAINING 24.53 ACRES.

**BENG ENGINEERING**  
 REGISTERED GEODESIC SURVEYOR  
 1000 W. MAIN STREET, SUITE 100  
 MILKTON, MISSOURI 64558  
 PHONE: 660-281-1111  
 FAX: 660-281-1112  
 WWW.BENGENG.COM

**RANCH LANDING COTTAGES MASTER PLAN**

DESIGN BY: BENG  
 DATE: JANUARY 2011  
 DRAWN BY: CHS



# TAB 5

Heber City Council  
Meeting date: March 6, 2014  
Report by: Anthony L. Kohler

## **Re: Ranch Landing Plat D Condominium**

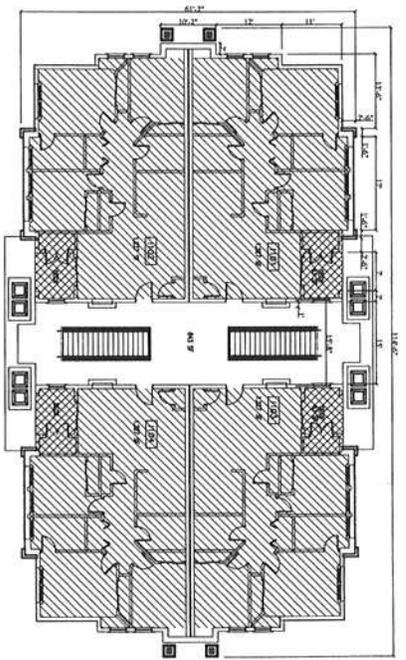
On December 2, 2010, Russ Watts petitioned to amend the Ranch Landing Plat by removing 2 future buildings from the plat. Mr. Watts is now requesting to re-record the original Condominium Plat for Building I, containing 12 units. The petitioner intends to construct the building this season, as the other buildings are at or near full occupancy. The required parking lot and utility stubs are already constructed to the building site.

### **RECOMMENDATION**

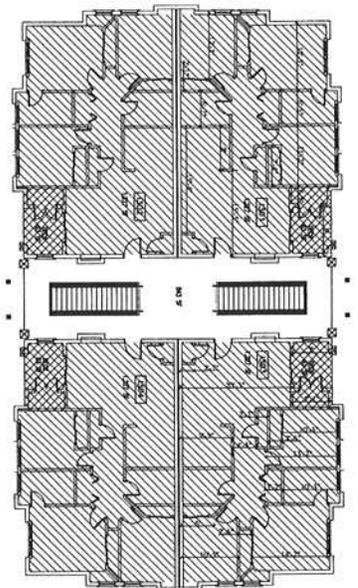
On February 13, 2014, the Planning Commission found the proposed condominium Plat D consistent with the Ranch Landing Master Plan, Chapter 18.22 Clustered Open Space Zone, and Chapter 18.60 R-3 Residential Zone, conditional upon the following:

1. Developer provide evidence prior to recording the plat that the new building will be included in the Ranch Landing Home Owner's Association and appropriate documents be recorded to accomplish such;
2. Architecture be consistent with prior Ranch Landing Phases;
3. Provide an updated title report prior to recording the plat; and
4. Provide a tax clearance from county assessor prior to recording the plat;

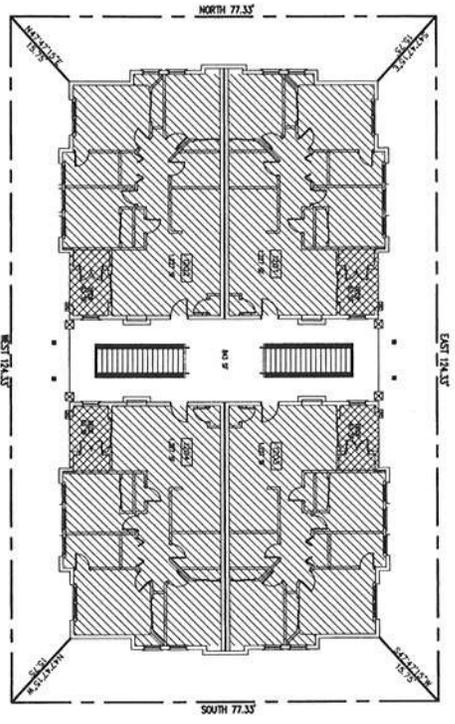




FIRST FLOOR PLAN

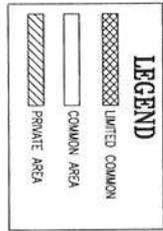


THIRD FLOOR PLAN



SECOND FLOOR PLAN

1ST FLOOR	UNITED COMMON	252 SF
	COMMON AREA	843 SF
	PRIVATE AREA	4,908 SF
2ND FLOOR	UNITED COMMON	252 SF
	COMMON AREA	843 SF
	PRIVATE AREA	4,908 SF
3RD FLOOR	UNITED COMMON	252 SF
	COMMON AREA	843 SF
	PRIVATE AREA	4,908 SF



- NOTES:**
1. PLANS AND DIMENSIONS SHOWN ON THIS PLAT WERE COMPILED FROM ARCHITECTURAL DRAWINGS PREPARED BY LYNDSE DESIGN GROUP, 370 SOUTH MAIN STREET HERB, UTAH BRADZ (KAS) SOLUTIONS ARE TO THE OUTSIDE WALL.
  2. ALL UNIT INTERIOR DIMENSIONS ARE TO THE MIDDLE OF WALL.
  3. FOR COMPLETE DESCRIPTION OF OWNERSHIP COVENANTS, REFER TO THE RECORDS AND ASSOCIATION AGREEMENT BOOK PAGES.
  4. ALL PRIVATE, COMMON AND LIMITED COMMON AREAS EXTEND TO THE OUTSIDE WALL.
  5. ALL UNITS HAVE THE SAME INTERIOR DIMENSIONS.

ADDRESS BLOCK	ADDRESS
101	1000 SOUTH 300 WEST
102	1000 SOUTH 300 WEST
103	1000 SOUTH 300 WEST
104	1000 SOUTH 300 WEST
105	1000 SOUTH 300 WEST
106	1000 SOUTH 300 WEST
107	1000 SOUTH 300 WEST
108	1000 SOUTH 300 WEST
109	1000 SOUTH 300 WEST
110	1000 SOUTH 300 WEST
111	1000 SOUTH 300 WEST
112	1000 SOUTH 300 WEST
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114	1000 SOUTH 300 WEST
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143	1000 SOUTH 300 WEST
144	1000 SOUTH 300 WEST
145	1000 SOUTH 300 WEST
146	1000 SOUTH 300 WEST
147	1000 SOUTH 300 WEST
148	1000 SOUTH 300 WEST
149	1000 SOUTH 300 WEST
150	1000 SOUTH 300 WEST

**RANCH LANDING**  
BUILDING 77179

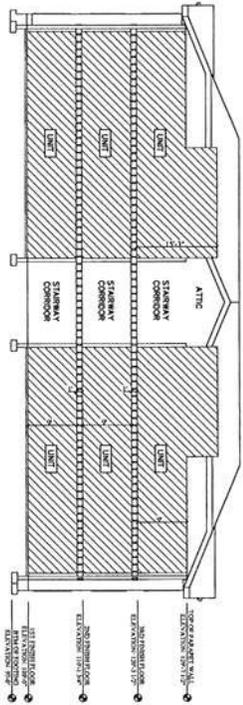
RANCH LANDING PLAT D

A UTAH COMMONWEALTH PROJECT, BESS CITY, WASHINGTON COUNTY, STATE OF UTAH

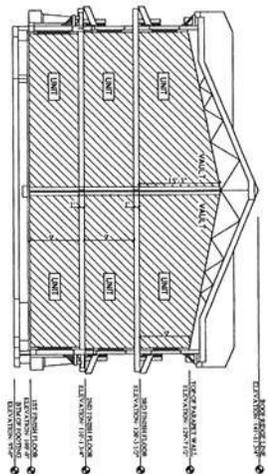
SCALE: 1" = 32'-0" (SEE SHEET 2 OF 2)

SHEET 2 OF 2

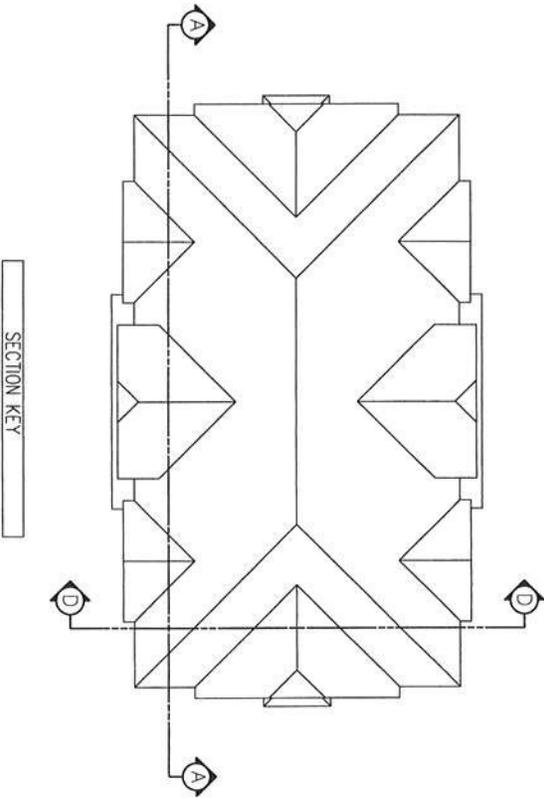
RANCH LANDING BUILDING Y FEBRUARY 25, 2014



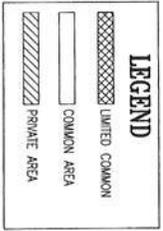
TYPICAL SECTION A-A



TYPICAL SECTION D-D



SECTION KEY



FINISHED FLOOR OF BUILDING ELEVATION 100'-0" = 5662.00'  
 BENCHMARK FOR RANCH LANDING IS THE SOUTH QUARTER CORNER  
 MONUMENT OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SAULT  
 LAKE BASE AND MERIDIAN. ELEVATION OF MONUMENT = 5664.08 FEET.

**NOTES:**

1. PLANS AND DIMENSIONS SHOWN ON THIS PLAT WERE COMPILED FROM ARCHITECTURAL DRAWINGS PREPARED BY LYNDHE DESIGN GROUP, 370 SOUTH MAIN STREET, HEBER, UTAH 84304.
2. ALL UNIT EXTERIOR DIMENSIONS ARE TO THE OUTSIDE WALL.
3. ALL UNIT INTERIOR DIMENSIONS ARE TO THE MIDDLE OF WALL.
4. FOR COMPLETE DESCRIPTION OF DIMENSIONS, VISITORS SHOULD REFER TO THE RECIPROCAL APARTMENT AGREEMENT BOOK "THE RANCH LANDING" PAGES 11-12.
5. ALL INTERIOR COMMON AND LIMITED COMMON AREAS EXTEND TO THE CENTER OF THE WALL.
6. ALL UNITS HAVE THE SAME INTERIOR DIMENSIONS.



**RANCH LANDING**  
 BUILDING  
 11<sup>TH</sup> FLOOR  
**RANCH LANDING PLAT D**  
 ALSO KNOWN AS  
 A UTM CONDOMINIUM PROJECT, HEBER, CITY, MOHAVE COUNTY, STATE OF UTAH  
 SCALE: 1" = 30'-0" FEET  
 SHEET 3 OF 3

REVISIONS			
DATE			
BY			
CHECKED			

# TAB 6

**ORDINANCE NO. 2014-03**

AN ORDINANCE ABANDONING A PORTION OF OPEN SPACE IN RED LEDGES PHASE 1 AMENDED SUBDIVISION.

BE IT ORDAINED by the City Council of Heber City, Utah, that pursuant to Utah State Code, Section 10-9a-609 (3), the portion of open space as described herein of the Red Ledges Phase 1 Amended Subdivision is hereby abandoned.

All subdivision requirements, development agreements, and obligations applicable to the development this property shall remain in full force and effect.

**Legal Descriptions:** Open Space/Golf Course, Red Ledges Phase 1 Amended

**Tax ID Numbers:** ORX-10PN-0-033-035

This Ordinance shall take effect and be in force from and after its adoption.

ADOPTED and PASSED by the City Council of Heber City, Utah this \_\_\_\_ day of \_\_\_\_\_, 2014, by the following vote:

	AYE	NAY
Council Member Robert L. Patterson	_____	_____
Council Member Jeffery M. Bradshaw	_____	_____
Council Member Erik Rowland	_____	_____
Council Member Heidi Franco	_____	_____
Council Member Kelleen L. Potter	_____	_____

APPROVED:

\_\_\_\_\_  
Mayor Alan W. McDonald



21 February 2014

Heber City Council  
75 N Main Street  
Heber City, UT 84032

To whom it may concern,

We hereby petition the City Council to vacate the land in the attached legal description (see Exhibit 1) from the Red Ledges Phase 1 Subdivision Plat. As the undersigned owners of this land we hereby consent to this action.

Please feel free to contact us with any questions or additional information. Thank you for your consideration in this matter.

Sincerely,

Todd R. Cates

VP

Red Ledges Land Development, Inc.

Exhibit 1

LEGAL DESCRIPTIONS

THE BASIS OF BEARING FOR THIS DESCRIPTION IS SOUTH 89°48'57" WEST BETWEEN THE SOUTHWEST CORNER OF SECTION 34 AND THE SOUTH QUARTER CORNER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE WEST BOUNDARY LINE OF THE OPEN SPACE/GOLF COURSE AS SHOWN ON THE RED LEDGES PHASE 1 AMENDED SUBDIVISION PLAT, RECORDED IN BOOK 972 AT PAGES 637-756 OF THE OFFICIAL RECORDS OF THE WASATCH COUNTY RECORDERS OFFICE, SAID POINT BEING SOUTH 89°48'57" WEST, ALONG THE SECTION LINE, 1331.21 FEET AND NORTH 2139.12 FEET AND NORTH 61°35'29" EAST 17.97 FEET AND NORTH 15°14'32" EAST 463.63 FEET AND NORTH 05°56'06" WEST 147.36 FEET AND NORTH 12°43'51" EAST 10.73 FEET FROM THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID WEST BOUNDARY LINE THE FOLLOWING TWO (2) COURSES: 1) NORTH 12°43'51" EAST 231.25 FEET; 2) NORTH 01°32'14" WEST 46.28 FEET; THENCE SOUTH 61°13'58" EAST 34.91 FEET; THENCE SOUTH 08°07'27" EAST 85.76 FEET; THENCE SOUTH 28°30'59" WEST 193.62 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.19 ACRES OR 8,212 SF MORE OR LESS.

AND

THE BASIS OF BEARING FOR THIS DESCRIPTION IS SOUTH 89°48'57" WEST BETWEEN THE SOUTHWEST CORNER OF SECTION 34 AND THE SOUTH QUARTER CORNER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE NORTH BOUNDARY LINE OF THE OPEN SPACE/GOLF COURSE AS SHOWN ON THE RED LEDGES PHASE 1 AMENDED SUBDIVISION PLAT, RECORDED IN BOOK 972 AT PAGES 637-756 OF THE OFFICIAL RECORDS OF THE WASATCH COUNTY RECORDERS OFFICE, SAID POINT BEING SOUTH 89°48'57" WEST, ALONG THE SECTION LINE, 1331.21 FEET AND NORTH 2139.12 FEET FROM THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 12°58'47" WEST 61.04 FEET; THENCE SOUTH 41°09'42" WEST 141.06 FEET; THENCE NORTH 57°24'18" WEST 131.09 FEET; THENCE NORTH 29°33'19" WEST 104.32 FEET TO A POINT ON SAID NORTH BOUNDARY LINE; THENCE ALONG SAID NORTH BOUNDARY LINE THE FOLLOWING TWO (2) COURSES: 1) SOUTH 58°36'22" EAST 143.37 FEET; 2) NORTH 61°35'29" EAST 166.07 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.39 ACRES OR 16,947 SF MORE OR LESS.



# Tab 7

HEBER CITY COUNCIL  
Meeting date: March 6, 2014  
Report by: Anthony L. Kohler

**Re: Red Ledges Phase 1Q**

Red Ledges is proposing Phase 1Q, consisting of 22 lots. Red Ledges is proposing to change the housing product from 5,500 square foot patio lots to 8,000 square foot + Traditional Lots. The Master Plan for Red Ledges had a loop with 2 cul-de-sacs, and the current proposal is to have just one cul-de-sac. The number of lots in this vicinity has decreased as a result. The cul-de-sac is at the maximum length of 1320 feet permitted by the County Code, as the City and County agreed the Red Ledges streets would meet the requirements of the County Code. The end 2 lots, Lot 216 and 217, have a shared driveway.

Lot 216, 217, 224, 225, and 226 extend partially into platted open space, requiring a vacation of a portion of previously recorded Red Ledges Plats. Red Ledges has about 1,989 acres for the total project area, with about 1,000 acres (51%) of open space. The proposed open space alteration in Phase 1Q is less than 1 acre so it won't have any measurable impact on the 51% open space, and it exceeds the minimum required 40% open space required by the Planned Community (PC) Zone.

**RECOMMENDATION**

On February 13, 2014, the Planning Commission found the proposed Red Ledges Phase 1Q consistent with the Red Ledges Master Plan, the PC Planned Community Zone, Interlocal Agreement, and Master Plan Agreement, conditional upon the following:

1. The City Council will need to vacate a portion of an adjoining plat for part of Lots 216, 217, 224, 225, and 226;
2. The plat shall make clear that the Home Owners Association shall maintain the shared drive between Lot 216 and 217;
3. Provide an updated title report prior to recording the plat;
4. Provide addresses for the lots on the plat; and
5. Provide a tax clearance from county assessor prior to recording the plat.

Wasatch County has contacted the Planning Office since the Planning Commission recommended this plat. Red Ledges and Wasatch County have not concluded the Open Space issue required by the Interlocal Agreement. Additionally, the existing trail on the east side of Red Ledges does not meet County standards as required by the 2<sup>nd</sup> Interlocal Agreement. Wasatch County has asked for Heber City to discuss these issues with Red Ledges and bring them to conclusion.

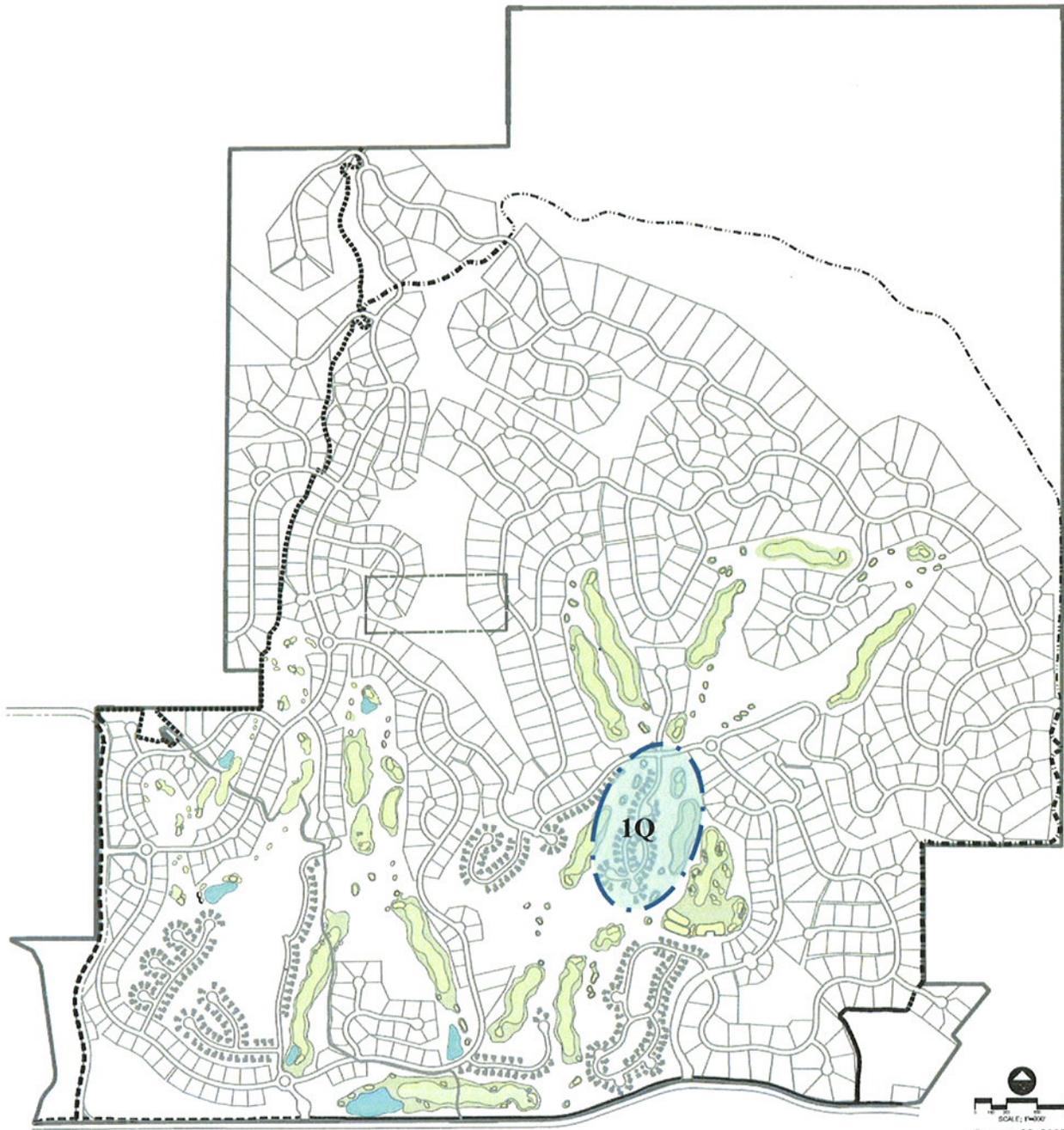
### **Open Space Requirement from First Interlocal Agreement**

**Open Space:** Within six months of the City's final plat approval of the Project's first phase, Red Ledges will convey, to a third-party acceptable to the County and Red Ledges, a conservation easement covering approximately 400 acres in the northeast quadrant of the Property (hereafter "Open Space"). In the event that the County and Red Ledges cannot agree on a third-party to hold the conservation easement, the joint board set forth in paragraph 21 will select one. Exhibit "A," attached hereto, illustrates the approximate location and outline of the 400 acres of Open Space. Exhibit "B," attached hereto, sets forth the terms of the conservation easement that will be used. Red Ledges will immediately thereafter, and within six months of the City's final plat approval of the Project's first phase, convey the fee title in the Open Space to the County. In the event that Red Ledges becomes insolvent or sells, conveys, transfers, or assigns any interest in the Property or the Project to any individual or entity—not including normal financing requirements conducted in the ordinary course of business or the sale of improved lots—the Open Space shall be immediately conveyed as set forth in this paragraph. Red Ledges shall be entitled to permit its residents and prospective buyers to utilize the trails in the Open Space to an equal extent as any other County resident or member of the public.

### **Trails Requirement from 2<sup>nd</sup> Amended Interlocal Agreement**

4. Trails are to meet County trail standards (as shown in Exhibit 4) except that grades may exceed over 10% in limited areas approved by Heber City, provided that best efforts should be made to not exceed the 10% grade requirement.

# Vicinity Map







# Tab 8

## Mark Anderson

---

**From:** Stephen Tozier <stozier@ci.heber.ut.us>  
**Sent:** Thursday, February 27, 2014 3:13 PM  
**To:** 'Mark Anderson'  
**Subject:** Public Works Items for Auction

Mark,

The following vehicles will be made available for the upcoming auction on March 22, 2014. The Ford F450 Bucket Truck will undergo its yearly safety inspection, as there's an outside chance that our newly purchased 2000 Ford F550 Boom Truck may not pass its safety inspection & certification, requiring that we maintain ownership of the 1992 Boom Truck.

1992	Ford F450 Bucket Truck	2FDKF38M6NCA73174
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1998	Dodge 3500 Dump Truck	3B6MF36W9WM286244
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We will also be sending an asphalt saw known by the following description as well.

Target Asphalt/Concrete Cutting Saw with a Honda GX270 9.0 HP.

Steve



# **DEPARTMENT REPORTS**

# Tab 9

# HEBER CITY CORPORATION

## STAFF REPORT

MEETING TYPE:	Regular Council Meeting	MEETING DATE:	March 6, 2014
SUBMITTED BY:	Bart L Mumford	FILE NO.:	00000
APPROVED BY:	Mark K. Anderson		
SUBJECT:	<b>CITY ENGINEER MONTHLY REPORT - February 2014</b>		

### CIP AND OTHER CITY PROJECTS

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

Daniels Road Reconstruction - UDOT: Percent Complete: 10%  
Civco is finalizing construction drawings. Negotiating right-of-way acquisition with 4 property owners. Held UDOT PS&E drawing review.

Public Safety/Court Building: Percent Complete: 3%  
GSBS is finalizing draft programing document and started schematic design. CIB loan was approved. Advertised, solicited proposals, shortlisted, and interviewed teams for CM/GC services.

Road Crack Sealing 2013: Percent Complete: 20%  
Bonneville continued crack sealing in the north east portion of the City. Work will resume in the spring.

Subdivision Bond Work: Percent Complete: 5%  
Council directed staff to call outstanding subdivision bonds at 2/17/11 Work meeting. Negotiated settlement with HOG subdivision developer to complete remaining improvements and waiting for payment. Working with Gateway 1 property owners on solution to complete the remaining improvements.

Valley Hills Tank Pipeline: 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

▫ 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 and Water Improvements 2013:	Expires 12/03/15
▫ Main St. Pavers / Util - 200S to 200N:	Expires 12/03/15

\*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**

**February 2014**

PROJECT NAME	CITY BUDGET		CONTRACTS		CHANGE ORDERS		TOTAL	Notes
	Approved	Amt	Approved	Amt	Approved	Amt		
<b>Broadhead Tank Roof Repair</b> 1. Horrocks Engineers 2. Horrocks Engineers 3. Gerber Construction - CO #1	07/01/13	\$513,000	Prior Year AsNeeded 08/15/13	\$56,000.00 \$439,200.00 \$495,200.00	12/02/13	\$1,275.84 \$1,275.84	\$496,475.84	- Evaluation & Structural Report (\$8,000) - Design, CM, & Insp - Construction Contract - Second excavation hole needed
Subtotal:								
<b>Daniels Road Reconstruct / UDOT</b> 1. Civco Engineers - Pre Engr - CO #1 2. Civco Engineers - Const Engr 3. UDOT	07/01/13	\$496,000	06/06/13 02/04/14 07/25/13	\$113,732.28 \$119,968.37 \$10,000.00 \$243,700.65	11/26/13	\$18,389.64	\$262,090.29	- Design Engr Contract wUDOT - Additional potholing, 3 Additional right-of-ways - Const Engr Contract wUDOT - Deposit for Proj Mgr, RofW Acquisition Services
Subtotal:								
<b>Majestic Mtn - Bond Work</b> 1. Horrocks Engineers 2. ACME Construction - CO #1 - CO #2 - CO #3 - CO #4 3. Blake Allen Fire Hydrant Relocate 4. Heber City 5. Heber City 6. Wheeler Park 7. Summit Engineering	09/30/12	\$262,784	AsNeeded 09/20/12  10/02/12 Pending Pending Pending 08/27/13	\$13,522.00 \$173,148.75  \$1,350.00 \$34,990.00 \$19,577.00 \$9,846.00 \$420.00 \$252,853.75	10/30/12 12/03/12 06/10/12 06/10/12	\$3,380.00 \$0.00 \$2,391.75 \$5,191.88	\$263,817.38	- Bid doc prep / Inspection - Construction Contract - Replace Curb box, ball valve, & washers - Extend schedule to complete by 5/1/13 - Sink hole repair/add trail sub-base material - Light Conduit/Wire Conn (1/2 Reimb) - Reimbursed for relocating misconstructed FH - Lots 23&24 Util Escrow - Temp CulDeSac Escrow (\$12,790-), LotA ImpFees (\$6,787+) - 16" Water Reimbursement - Record Dwgs
Subtotal:								
<b>Public Safety/Court Building</b> 1. GSBS	07/01/13	\$400,000	11/07/13	\$409,500.00 \$409,500.00		\$0.00	\$409,500.00	- Architect fee (\$31.5k+1%+3.4%+1.6%) est if \$6.3M Const
Subtotal:								
<b>Road Crack Sealing</b> 1. Bonneville 2. Horrocks Engineers	07/01/13	\$250,000	08/01/13 AsNeeded	\$162,100.00 \$25,000.00 \$187,100.00		\$0.00	\$187,100.00	- Design, CM, & Insp
Subtotal:								
<b>Valley Hills Tank Pipeline</b> 1. Horrocks Engineers	07/01/13	\$258,000	Pending	\$7,000.00 \$7,000.00		\$0.00	\$7,000.00	- Pipeline feasibility study
Subtotal:								

## DEVELOPER CONSTRUCTION PROJECTS

### RESIDENTIAL

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

Cottages at Valley Station Ph1 (300 W. 1100 S.): 8 lot subdivision approved 02/20/14. Waiting for agreements to record plat.

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.

Haack Subdivision (850 E. Center): 1 lot subdivision approved 11/21/13. Waiting for documents to record plat. Recordation on hold until sewer or Health Dept. approves septic tank or sewer is extended by Broadhead Estates 2.

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. Phase 2 construction was partially completed with Phase 1, however, revised plat for Phase 2 was never recorded and approval has expired.

King - Plat A (200 S. 550 E.): 2 lot subdivision approved 09/06/07. Plat recorded 12/19/07. Construction is 70% Complete. Council approved amended plat and construction drawing 10/15/09. Amended plat recorded 09/11/11. Currently working on improvements concurrent 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; was resubmitted, approved, and again expired 5/26/12. Construction is 0% complete.

Miller Small Subdivision ( 100 W. 400 N.) 2 lot subdivision approved 02/06/14. Waiting for agreements to record plat.

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 2<sup>nd</sup> 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 home on Lot 23 after 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. Lot 405 was amended and combined with 406. 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. Construction is 0% complete.

Red Ledges - Ph1P (Copper Belt Dr.): 26 lot subdivision approved 12/5/13. Waiting for agreements to record plat.

Red Ledges - Ph1R (Explorer Peak Dr.): 38 lot subdivision approved 1/2/14. Waiting for agreements to record plat.

Red Ledges - Ph2D (Red Ledges Blvd): 9 lot subdivision approved 10/5/13. Construction is 99% complete. Plat recorded 11/13.

Red Ledges - Ph2E (Juniper Hills): 8 lot subdivision approved 02/06/14. Waiting for agreements to record plat.

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. Developer resubmitted project for new Phase 1 approval to Planning Comm. 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 plats. Developer requesting approval for 3 phases.

Swift Creek 2 (960 E. Old Mill Dr.): 11 lot subdivision approved 10/17/13. Waiting for agreements and drawings to record plats. Developer requesting approval for 3 phases.

### **NON-RESIDENTIAL**

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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. Developer lost property, however, City has reached a settlement with Developer. Upon receiving settlement money City will finish remaining work.

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

Ranch Landing Plat B Assisted Living (500 E. 1200 S.): Commercial lot improvement approved 12/06/12. Construction is 40% complete. Road improvements will wait until spring.

Zions Bank (20 N. Main): Commercial building approved 09/13/12. Construction is 80% complete. Working on building improvements.

### **DEVELOPMENTS UNDER WARRANTY**

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▫ *Silver Ridge (500 E. 309 S.) (Punchlist)	Expires 06/25/11
▫ *Red Ledges - Ph1B Cabins (2000 E. Ctr)	Expires 09/20/12
▫ *Red Ledges - Ph2 (2500 E. Ctr)	Expires 09/20/12
▫ *Miller (300 S. 100 W.)	Expires 06/02/13
▫ *Nordgran (94 N. 500 E.)	Expires 08/22/13
▫ *Elmbridge (705 N 100 W) (Slurry Seal)	Expires 09/20/13
▫ **Birmingham Commercial (100 S. 801 W.)	Expires 12/07/13

▫ Red Ledges - Ph1C (2000 E. Ctr)	Expires 01/26/14
▫ Red Ledges - Ph1D (2000 E. Ctr)	Expires 01/26/14
▫ Red Ledges - Ph1E (Abajo Peak Way)	Expires 05/30/14
▫ AutoZone (805 S. Main):	Expires 08/07/14
▫ Wasatch Orthodontics (493 S. Main)	Expires 09/05/14
▫ Red Ledges - Ph2B (607 N. Haystack Mtn Dr.)	Expires 11/02/14
▫ Millstream RV Park (2120 S Hwy 40 Offsite)	Expires 01/14/15
▫ Majestic Mountain (1040 S. 1200 E.)	Expires 07/29/15
▫ Millstream RV Park (2120 S Hwy 40 Onsite)	Expires 01/03/15
▫ Red Ledges - Ph2A (2400 E. Lake Creek Road)	Expires 12/24/15

\*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:            Attended Asphalt Conference

Department Challenges / Issues:

- Developing data and a replacement plan for existing facilities
- Preparing for MS4 rules and storm water management plan
- Assessing additional flood control needs
- Keeping up with development
- Being actively involved in Wasatch/Timp Irrigation matters
- Public Works FOG and Backflow programs
- Identifying discrepancies in water production/usage readings
- Identifying cause of sewer flow reductions at HVSSD
- Continuing progress on By-pass corridor preservation