

HEBER CITY CORPORATION
75 North Main Street
Heber City, UT 84032
Heber City Council Meeting
AMENDED AGENDA

August 19, 2025

4:00 p.m. Work Meeting
6:00 p.m. Regular Meeting

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

I. WORK MEETING - 4:00 P.M.

1. 100 West Design Follow-up (Russ Funk, City Engineer) - *45 min*
2. Ordinance 2025-08 adopting the Central Heber Overlay Zone (CHOZ) (Tony Kohler, Community Development Director, John Janson, Planning Consultant) - *45 min*
3. Springs at Coyote Ridge Phase 5 (Jamie Baron, Planning Manager) - *20 min*

II. BREAK - 10 MIN

III. REGULAR MEETING - 6:00 P.M.

1. Call to Order
2. Pledge of Allegiance (Sid Ostergaard, Council Member)
3. Prayer/Thought by Invitation (Heidi Franco, Mayor)

IV. CONFLICT OF INTEREST DISCLOSURE:

V. PUBLIC HEARINGS: (Council May Take Action Following Public Comment and Upon Conclusion of the Public Hearing)

1. Public Hearing for Ordinance 2025-18 Plourde Annexation (Jacob Roberts, Planner)

VI. CONSENT AGENDA:

1. Approval of August 5, 2025, City Council Meeting Minutes (Trina Cooke, City Recorder)
2. Ordinance 2025-22 Scheid Development Agreement (Jamie Baron, Planning Manager) - *20 min*

VII. PUBLIC COMMENTS: (3 min per person/20 min max)

VIII. GENERAL BUSINESS ITEMS:

1. Utah Department of Transportation (UDOT) Environmental Impact Statement (EIS) Update for the Heber Valley Corridor (Craig Hancock) - *20 min*

2. Public Safety Report (Parker Sever, Chief of Police) - *10 min*
3. Update on Strategic Development Plan and Market Study for the Sunset Ridge Amphitheater at Jordanelle Ridge (Matt Brower, City Manager) - *10 min*

IX. ACTION ITEMS: (Council can discuss; table; continue; or approve items)

1. Ordinance 2025-08 adopting the Central Heber Overlay Zone (CHOZ) (Tony Kohler, Community Development Director, John Janson, Planning Consultant) - *45 min*

X. COMMUNICATION:

XI. CLOSED MEETING: (As Needed)

XII. ADJOURNMENT:

Ordinance 2006-05 allows Heber City Council Members to participate in meetings via telecommunications media. In accordance with the Americans with Disabilities Act, those needing special accommodations during this meeting or who are non-English speaking should contact Trina Cooke at the Heber City Offices 435.657.7886 at least eight hours prior to the meeting.

Posted on August 14, 2025, in the Heber City Municipal Building located at 75 North Main, the Heber City Website at www.heberut.gov, and on the Utah Public Notice Website at <http://pmn.utah.gov>. Notice provided to the Wasatch Wave.

300 SOUTH

200 SOUTH

100 SOUTH





Heber City Council Staff Report

MEETING DATE:	8/19/2025
SUBJECT:	Ordinance 2025-08 adopting the Central Heber Overlay Zone (CHOZ)
RESPONSIBLE:	Tony Kohler, John Janson
DEPARTMENT:	Planning
STRATEGIC RELEVANCE:	Community Development

SUMMARY

After the Central Heber Vision was adopted last year, the City has been working on implementation. Already pieces of the Vision are underway. As part of that Vision, transitions from the commercial/mixed use downtown (the C-3 zone) area into the Central Neighborhoods and the possibility of creating infill options for the Central Neighborhoods became recommendations within the Vision. The draft Central Heber Overlay Zone, CHOZ, is intended to implement those parts of the Vision.

CHOZ includes two sub-districts. One sub-district, the Transition Corridor (TC) covers the transition areas located essentially in a north south direction east and west of the C-3 zone but also including the Midway Lane area, west to about 600 West. The second sub-district, the Central Neighborhoods (CN), covers the downtown existing neighborhoods generally in the R-2 and R-3 zones.

Part of the intent of the CHOZ is to provide a balance of rental and ownership opportunities in the Downtown area. Some of the options provide the potential for affordable housing that could be owner occupied. Some options are strictly rental situations, but longer term rentals. The Council held a workshop where a PowerPoint presentation covered many of the aspects of the CHOZ. The intent of this staff report is to review the actual draft ordinance and discuss several issues that have arisen. This staff report covers the work session and the potential adoption in the regular meeting.

RECOMMENDATION

Staff recommends Council study the draft and address any additional questions that concern you in the draft. If general consensus can be reached, CHOZ is also advertised for your regular agenda. New changes since your work session and changes since the PC recommendation are in red in exhibit 1 and a clean draft with 4 highlighted alternatives requiring a decision is shown as Exhibit 2.

The policy question for Council is:

- What changes should be made to the CHOZ?

- Should the City adopt the CHOZ?

BACKGROUND

Envision Heber Phase 3, included the Vision for Central Heber, a grass roots process that created a series of recommendations for the Downtown area.

DISCUSSION

Within the general CHOZ Overlay, there are two sub-districts: Central Neighborhoods for the neighborhoods, and the Transition Corridor District (east and west of Main Street and along Midway Lane). The intent of each district is as follows:

Central Neighborhoods District (CND). The Central Neighborhoods District, as part of the Central Heber Overlay Zone, has been established to allow for various forms of infill. These include flag lots, small lots, and certain missing middle housing types. The CND adds additional housing flexibility to the R-2 and R-3 zones in the Downtown area.

In general, additional uses are proposed, especially for various housing types. Some new housing concepts are proposed including, flag lots, smaller lots (based on your current infill ordinance), Subordinate Dwelling units (SDUs), and ADUs which are already allowed.

SDUs are a new small lot concept which would allow for a detached ADU-like sub-dividable lot accessed by a permanent easement with a requirement for the owner to live in the new dwelling. Some spatial requirements have been made more flexible but all development types will accommodate needed easements for Public Works. Design standards are based on the type of building being proposed.

Transition Corridors District (TCD). The Central Heber Vision suggests an additional mix of uses could be considered as a transition to the residential neighborhoods east and west of the Main Street area and along Midway Lane. The Transition Corridors District (TCD) has been established to promote limited uses with a mix consisting of residential and commercial uses. The mix of uses would allow for medium to higher density residential uses, with occasional corners for lower intensity commercial uses. The TCD has several suggested transitions as you get closer to the 200s. A portion of the TCD, between 150 West and 150 East, has been identified by the Central Heber Vision, as an area to be considered for rezoning to C-3 Commercial.

CND and TCD housing and use options

Much of this discussion has been about creating the potential for affordable home ownership options and to provide additional rental opportunities for workforce housing. To explore the difference between the two sub-districts – see table 18.83.040

Some changes and issues have recently been discussed:

- Updated town house section – suggest no more than 5 attached units and if the units do not face the street (are oriented away from the street), the end unit closest to the street has to face and be accessed from the street– Max of 5 total units in a project in the CND but no project size limitation in the TCD, just no more than 5 attached units in one building

- Double deep flag lots have been re-introduced including a graphic
- The safety requirements for Public Works and the Wasatch Fire District have been pulled together as a general set of requirements applicable to all new development. The Fire Department's hose rule is quite restrictive for many of our deeper lots (150' to the midpoint at the rear of the building). Interior sprinkling requirements which create more flexibility, may need to occur more than anticipated.
- Driveways/accesses to development to the rear of an existing building have been reduced in width, but still accommodate Wasatch Fire District regulations. Length and the number of units served dictate width/access requirements. All of those requirements are now in one place – see 18.83.040 E (5)
- Flag lots, detached ADUs, and SDUs emphasize standards that make them subordinate to avoid the “neighbors in my backyard” issue
- Previously dropped Mansion apartments from CND but a recent idea suggests dropping the duplexes and twin homes and replacing those with Mansion Apartments which would allow 2 through 4 units. This would mean a 2 unit Mansion Apartment has more standards which it needs to meet. State law changes have impacted creating design standards for duplexes, twin homes and single family dwellings. Current draft suggest dropping the duplexes and twin homes out of CHOZ. Discuss making Mansion apartments conditional or not allowing them in the CND.
- Staff suggests keeping the 35' height limit as a general standard but that is reduced for flag lots detached ADUs, and SDUs to 1.5 stories (25')
- Issues have been raised about some of the building design requirements increasing costs of construction.
- Graphics have been updated
- Some housing types require permanent owner occupancy and others require longer term rentals. Alternatives are provided for the Council to consider for longer term rentals. PC suggested a year but that may be a bit too long – more discussion needed.

FISCAL IMPACT

None at this time.

CONCLUSION

The CHOZ is intended to implement the Central Heber Vision.

ALTERNATIVES

1. Approval as per the attached CHOZ draft
2. Approval with the following changes:
 - 6 months as a minimum rental period or 30 days as a minimum rental period (Draft has 1 year)
 - Allow Mansion apartments as a conditional use in the CND (Draft only allows the Mansion apartment in the TCD)
 - Reduce minimum lot widths from 46' to 40' for interior lots and 56' to 50' for corner lots or keep as is

- For commercial buildings in the TCD (only allowed there) increase the additional required features on the building from 2 to 4 from the list (this would be the same as the C-3 zone) or keep as is
- Other changes as per Council discussions/directions

3. Continuance for reasons determined in the meeting

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve Ordinance 2025-08** as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Approve as Amended

I move to **approve Ordinance 2025-08** as amended, as follows.

Alternative 3 - Continue

I move to **continue Ordinance 2025-08** to another meeting on [DATE], with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 4 - Denial

I move to **deny Ordinance 2025-08** with the following findings.

ACCOUNTABILITY

Department: Planning
Staff member: Tony Kohler, Community Development Director

EXHIBITS

1. Ord 2025-08 CHOZ
2. Exhibit 1
3. Exhibit 2

ORDINANCE 2025-08

AN ORDINANCE REPEALLING THE RESIDENTIAL COMMERCIAL OVERLAY ZONE (RC) AND THE NEIGHBORHOOD INFILL OVERLAY ZONE (NIOZ) AND REPLACING THEM WITH THE CENTRAL HEBER OVERLAY ZONE (CHOZ).

WHEREAS, Heber City’s General Plan, Envision Heber 2050, identifies a new vision for the Central Heber Area, including new opportunities for infill development, redevelopment and mixed use development;

WHEREAS, the Heber City Planning Commission hosted a workshop and public hearing for impacted property owners in Central Heber for the proposed new CHOZ; and

WHEREAS, on April 22, 2025, the Heber City Planning Commission provided a unanimous recommendation to the City Council for the adoption of the CHOZ;

NOW, THEREFORE, the City Council finds it consistent with the public interest and the City’s General Plan to adopt the CHOZ.

BE IT ORDAINED by the City Council of Heber City, Utah, the Zoning Map is hereby Amended to replace the RC Residential Commercial Overlay Zone and Neighborhood Infill Overlay Zone as shown in Exhibit A; Heber City Municipal Code, Chapter 18.50 RC Residential Commercial Overlay Zone and Chapter 18.83 Neighborhood Infill Overlay Zone, are hereby REPEALED and replaced with Chapter 18.83 Central Heber Overlay Zone (CHOZ), which is hereby ADOPTED as shown in Exhibit B;

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

To the extent that any ordinances, resolutions, or policies of Heber City materially conflict with the provisions of this Ordinance, they are hereby amended to comply with the provisions hereof.

This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL this 1st day of July, 2025.

AYE NAY ABSENT ABSTAIN

Aaron Cheatwood
Michael Johnston
Sid Ostergaard
Scott Phillips

Yvonne Barney

APPROVED:

Mayor Heidi Franco

ATTEST:

_____ Date: _____ RECORDER

EXHIBIT A: CENTRAL HEBER OVERLAY ZONING MAP

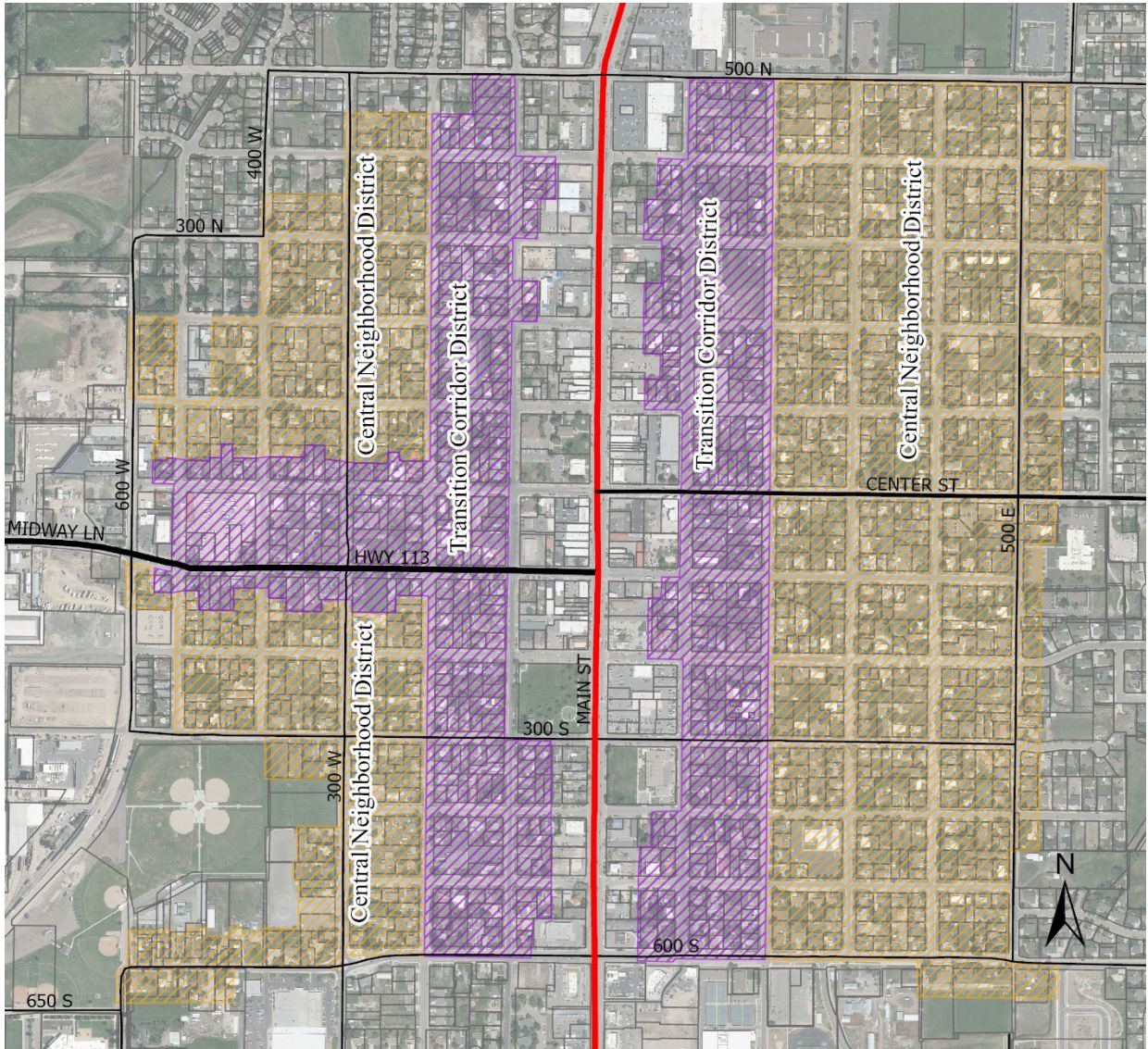


EXHIBIT B: CHAPTER 18.83 CENTRAL HEBER OVERLAY ZONE

EXHIBIT 1

18.83 Central Heber Overlay Zone (CHOZ)

Draft update for the August 17 work session and regular agenda with changes in red

18.83.010	Purpose
18.83.020	Permitted and Conditional Uses
18.83.030	Spatial Requirements
18.83.040	Building Typologies & Design Requirements
18.83.050	Visual Screening
18.83.060	Definitions
18.83.070	Related Provisions

18.83.010 Purpose

To implement the Central Heber Vision of the General Plan, the Central Heber Overlay Zone (CHOZ) is hereby created to include two distinct land use districts. If the use of the Overlay is desired by an applicant, the uses and standards of this chapter shall apply.

- A. **Central Neighborhoods District (CND)** is established to allow for various low intensity forms of infill, combined with options to preserve historic homes. Infill options include certain missing middle housing types and historic building use flexibility.
- B. **Transition Corridors District (TCD)** is established to permit a moderate intensity mixture of residential and commercial uses. The TCD serves as a transition area from the C-3 Commercial Zone westward and eastward of Main Street to existing residential neighborhoods. The district also serves as a connecting land use from the C-3 Commercial Zone westward to the area containing the new high school, railroad and Southfield Park. The TCD promotes missing middle housing types, historic building use flexibility, mixed use buildings and lower intensity commercial uses. A portion of this area, located between 150 W/E to the C-3 Commercial Zone, has been identified by the General Plan as an area to be considered for rezoning to the C-3 Commercial Zone, in the future.

18.83.020 Permitted and Conditional Uses

The underlying zone uses remain. The CHOZ includes additional uses and limitations as described below. In order to accomplish the objectives and purposes of this title and to stabilize and protect the essential district characteristics, the following uses are allowed the CHOZ:

A. Land Use Regulations Terms

P = PERMITTED USE (P) A site plan application is required with staff processing. Site plan applications are approved, when and if they meet the ordinance standards.

C = PLANNING COMMISSION CONDITIONAL USE REVIEW (C). A site plan application with Planning Commission review is required.

N = not allowed in the particular overlay area

- B. Within the Table, if a use is not specifically designated below, then it is prohibited, except as specified in the underlying zone.

All uses listed in the use table, that require a building permit shall also require a site plan application.

Permitted and Conditional Use Chart

18.83.020.1

Land Use	CND	TCD	Limitations
Residential attached units	P	P	See Section 18.83.040 for permitted building types per district. 5 or less units per building and project is limited to 5 units
Residential attached units over 5 units	N	C	See Section 18.83.040 for permitted building types per district,
Artist studios & live-work	N	P	
Office, Retail, Services and Secondhand Stores	N	P	<ul style="list-style-type: none"> • Max 5000 sf footprint • See note 1 below • Tattoo parlors, tobacco shops, adult related businesses, pawn shops & cannabis facilities are prohibited)
Cafes/restaurants, bakery, outdoor dining	N	C	<ul style="list-style-type: none"> • No drive-up windows • No fast food • See note 1 below
Hotels	N	C	See note 1 below
Medical offices, clinics	N	P	See note 1 below
Institutional/Religious, Museums & Public Uses	C	P	
Fitness centers & gymnasiums	N	P	See note 1 below
Commercial day care	N	P	As regulated by State Law
Home occupations, home based pre-school, daycare and micro-school	P	P	As regulated by Section 18.68.609 & State Law
Public/Private schools	C	P	As regulated in State Law and Section 18.68.230. Size limitations may be imposed.
Signs	N	P	<ul style="list-style-type: none"> • As regulated by Section 18.104 • Further limited to one monument sign (max 15 square feet and 4' in height) with a rock/brick base, and one wall sign (max 24 square feet and 3' in height) or one projecting sign (as per the standards in 18.104)

Note 1 - For the TCD, permitted only for properties fronting 100 South and for properties fronting 100 East and 100 West

18.83.030 Spatial Standards

- A. The minimum spatial standards shall be as set forth in the underlying zone, with the addition of Small lots, Flag lots and SDUs, as described below.

- B. The maximum height of all principal structures shall be thirty-five feet and accessory buildings shall follow the requirements of the underlying zone.

General Spatial Requirements *

Table 18.83.030.1

Frontage	Min Front Setback	Min Rear Setback	Min Side Setback	Min Area & Depth	Max Height
All other buildings must meet the frontage requirements of the underlying zone	15 feet min from public right of way; 10 feet min for flag lots from PUE/access easement to any building	15 feet to property line	5 feet min to each side property line; 15 feet min from public right of way	As per the underlying zone or as specified in section 18.83.040 98 foot min depth for corner lots	1.5 stories and not to exceed 25' max for flag lots, detached ADUs, townhouses, and SDUs; 35 foot max for all other buildings

*Other standards may apply elsewhere in this code, such as 18.83.040

18.83.040 Building Typologies & Design Requirements

Table of Permitted Building Types per District

18.83.040.1

Building Typology	CND	TCD
Small lot	P	N
Flag lot (s)	P	P
Subordinate Dwelling Unit (SDU)	P	P
Detached and Internal Accessory Dwelling Unit (ADUs)	P	P
Townhouses (small – no more than 5 attached units per building)	P	P
Townhouse complexes (more than one building)	N	C
Mansion style apartments/condominiums	N (alt "C")	C
Duplexes (alt delete)	C	C
Twin Homes (alt delete)	P	P
Commercial Building	N	P
Mixed Use Building	N	P

- A. **Those who desire to convert homes**, lots or other buildings to commercial use or multi-family use shall maintain the required landscaping. No parking is allowed in the front yard.
- B. **Rooftops** may be used as garden type open space, and/or passive recreation space.
- C. **Utilities normally found above ground are not required to be placed underground unless located directly adjacent to existing underground utilities.** Curb, gutter, and sidewalk are not required except along 100 East and 100 West, where diagonal street parking is encouraged. Sidewalks or agreements to provide sidewalks in the future are required in all other locations where a street frontage is disrupted.
- D. All Rooftop Heating, Ventilating, and Air Conditioning equipment (HVAC) shall be enclosed or screened such that it is not readily recognizable as HVAC equipment in mixed use and commercial buildings.

E. Special Standards for certain uses and structures.

1. Non-residential uses shall not produce noise exceeding fifty-five (55) decibels as measured at the property line, vibration, fumes smoke, dust or other particulate matter, odorous matter, heat, humidity, glare, electrical interference or other objectionable effects.
2. Where garages are built, they shall be wired for a minimum of 220 Volt vehicle charging.
3. Temporary outdoor sales are allowed.
4. 10 foot wide dry utility easements shall be provided along the frontage of public and private rights of way. A determination of the best locations for utilities shall occur during the application process with an application requirement for a conceptual utility plan as part of that process. **If utility boxes are needed, they shall not be placed in the clear view of an intersection or driveway.**
5. **All development proposed within this overlay is subject to the normal review processes of the City. The Wasatch Fire District shall review, provide comments/recommendations, and resolve any access and fire suppression related issues. As a general rule the Wasatch Fire District standards pertaining to Emergency Vehicle Access (EVA) are for homes located at a greater distance than 150' from a public right-of-way, as measured to the midpoint of all walls of the building, are as follows:**

- a. **Driveways less than 150' in length not classified as an EVA, shall meet the width and location requirements of the Heber City Standards and Specifications**
- b. **1-3 Single Family Home(s)- Where a driveway, shared or unshared, serves no more than three (3) dwelling units, not including accessory structures, and is defined as an EVA, the EVA shall provide a paved minimum unobstructed width of 16 feet, exclusive of**



- c. **4-5 Single Family Homes- Where a driveway, shared or unshared, serves no more than five (5) dwelling units, not including accessory structures, and is defined as an EVA, the EVA shall provide a paved minimum unobstructed width of 22 feet exclusive of shoulders and a minimum unobstructed height of 13 feet 6 inches. EVAs shall provide Wasatch Fire District approved turnarounds.**
- d. **Fire Hydrants - Fire hydrants shall be within 600 feet of the structure's front door/garage, measured along the main roadway centerline and including the distance created by the EVA.**

6. When located on private property, sewer, water, and irrigation shall be metered from the public ROW and distributed through the development as private ownership. Such extensions are not a City responsibility.
7. **Stormwater runoff shall be contained on private property.**

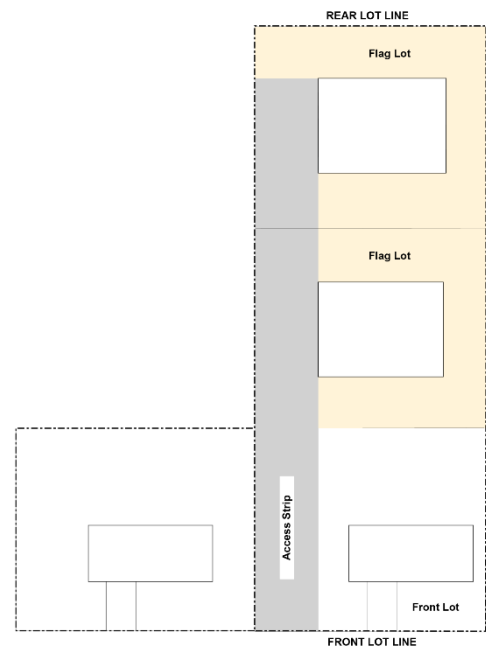
8. When rented, all housing types, except ADUs, shown in table 18.83.040.1 shall have a minimum lease period of one year (alt. 30 days, alt. 6 months).
9. Where owner occupancy is required, a deed restriction that runs with the land shall be recorded, with the City as a silent, non-financial partner to assure notification to the City of ownership changes.

F. Small lots. Smaller lots than the standard lot size required in the R-2 and R-3 zones are allowed as follows:

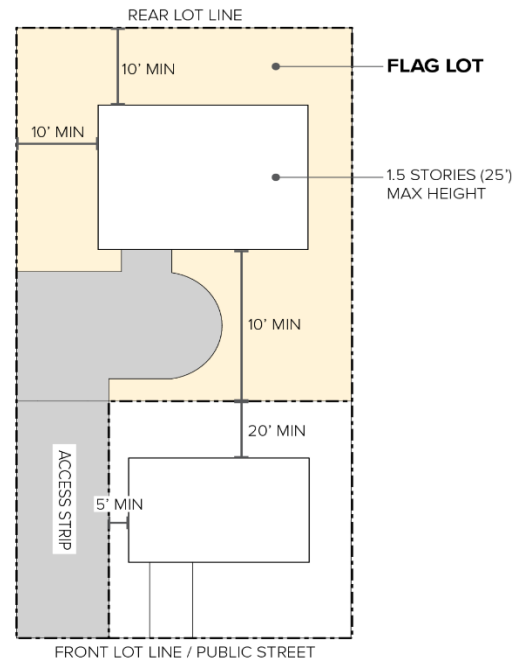
1. Such interior lots may have a width no less than 49' (alt. 40') at the front yard setback and if located on a corner, 56' (alt. 50') wide.
2. Any street facing garage shall be setback from the front face of the dwelling by at least ten feet.
3. Lots with a detached rear yard garage are required to have a minimum twelve (12') foot side yard from the side property line, to accommodate a driveway to the required rear parking. The opposite side yard setback is a minimum of six (6) feet.
4. A minimum lot size of 3,500 square feet is required.

G. Flag lots. Flag lots shall meet the following requirements. These requirements supersede the requirements for flag lots in Section 18.52.050:

1. Up to two (2) flag lots (plus the existing home) may be created from an existing parcel of property.
2. Homes shall not exceed 1.5 stories (25') in height and 10' rear, front, and side yard minimums are required.
3. The existing home shall maintain a minimum of a 20' rear yard.
4. The flag lot (s) shall be used exclusively as an owner occupied single-family residential dwelling, documented through a deed restriction, as per E. (9) of this section. The flag lot includes the potential for one internal Accessory Dwelling Unit and shall be located to the rear of the original or front lot. If the dwelling on the front lot is torn down, any new dwelling shall face the adjacent street.



5. The main body of a flag lot, exclusive of the access strip, shall be no smaller than 50% of the required lot area in the zone in which it is located.
6. The existing front lot shall meet the required lot area, lot width, front yard, side and rear yard setback requirements for the governing zoning district in which it is located.
7. The access strip/driveway portion of a flag lot - see 18.83.040 E (5) and :



- a. ~~Shall be at least 17' 15' wide for its entire length from the street to the point where the access strip adjoins the main body of the flag lot with a minimum of 12' of pavement;~~
 - b. ~~Shall be paved except for The 15' driveway shall include, 5' 3' reserved for landscaping/drainage/snow storage adjacent to the neighboring property line, unless agreed to in writing by the adjoining property owner;~~
 - c. ~~Hard surfaced driveways shall be located a minimum of 5' 3' from any existing home on the original or neighboring lots;~~
 - d. ~~No driveway gates are allowed.~~
 - e. ~~Shall front on a public street;~~
 - f. ~~The address of the flag lot shall be clearly displayed for emergency identification purposes.~~
8. ~~Shall not exceed one hundred fifty feet (150') in length measured to the midpoint at the back of the flag lot home, measured as a pedestrian would walk from the street to the back of the home, see attached diagram for reference. unless approved by the Fire Department. All flag lots/homes shall be within 600' of a fire hydrant, as measured along the roadway and access to the front door and/or garage. Interior sprinkling may be required for homes further than 150' from the public street and all flag lots are subject to Fire Department approval.~~

Where the 5' 3' landscaped area abuts the public street, it shall contain a mailbox (s), displaying the lot address (s), and a gravel or paved area for trash cans. ~~The address of the flag lot shall be clearly displayed for emergency identification purposes.~~

9. ~~Any flag lot/home exceeding the 150' regulation shall have a minimum 16' wide, paved driveway with the 3' buffers on each side and an approved turnaround, as per Fire Department standards.~~
10. Where two flag lots are proposed behind a lot fronting on the public street, the middle lot may have a zero lot line using the property line adjacent to the furthest lot.
11. Two (2) adjoining flag lots may share a common access strip only if the access strip is a paved twenty-two (20' 22') wide or greater width — this includes a 5' landscaped drainage/snow storage area and 15' of pavement. ~~A Fire Department approved turnaround is required.~~
12. The access strip portion of a flag lot shall be platted as a contiguous portion of the flag lot(s) or as an easement, where the access strip is intended to be shared. ~~The private~~

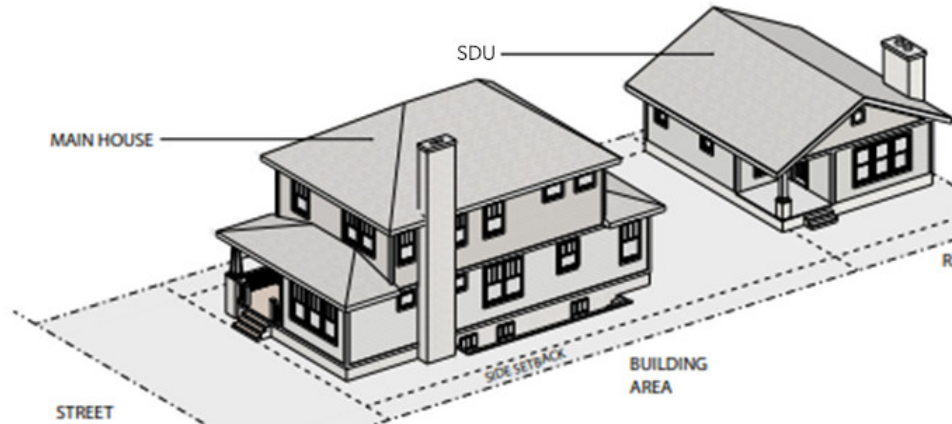
access strip shall accommodate all utilities. Access strip maintenance shall be accomplished by the property owners in a recorded agreement.

13. The subdivision plat shall include an outline of the buildable area proposed for the home (s).
14. 2 parking spaces are required for each home, as well as a turnaround area to prevent the need to back out through the driveway/access strip.
15. The address of the flag lot dwelling (s) shall be clearly visible on the home when viewed from the access strip and on the mailbox along the public street.

H. Subordinate Dwelling Units (SDU)

1. These ordinance provisions only apply to parcels or lots 5000 square feet and larger and located in the CHOZ. If an SDU can be located on a property, it is considered an additional voluntary benefit provided to the homeowner and therefore is subject to additional regulations.
2. A Permitted use application for a Subordinate Dwelling Unit (SDU) is required. Such applications shall show the footprint and height, materials/design of the SDU, the proposed lot, side yards, rear yards, the designated front yard, and the proposed permanent access easement. In addition, a subdivision plat and processing is required.
3. Standards: The following standards and conditions shall apply to all SDUs:
 - a. Location: A SDU shall only be allowed as part of, or in conjunction with, a single-household dwelling, and SDUs shall contain no more than a ~~one-story~~ 1.5 stories (25') (~~pitched roof excluded~~) and shall have minimum side and rear yard of 5 feet or as allowed by Building Code standards. The front yard shall have a minimum of 10' unless adjacent to a street or alley, where 15' minimum is required.
 - b. Number: A maximum of one SDU is allowed and only the original, existing dwelling may contain an additional internal ADU. The SDU shall not have an internal ADU.
 - c. Parking: At least one off-street parking stall shall be provided for the SDU. The required parking space may be a designated tandem space on the original lot as a permanent easement area. Parking spaces shall be identified on the subdivision plat. In addition, the parking area shall include sufficient space for garbage cans and a mailbox clearly displaying the address of the SDU, adjacent to the public street.
 - d. The SDU shall be constructed with painted wood, composite wood-like appearing materials, brick or stone exteriors as well as a pitched roof, 3' by 12' minimum.
 - e. No SDU shall be allowed to be located further than 150' from the public street as measured to the midpoint at the rear of the SDU and measured as a pedestrian would walk from the street to the back of the home. All SDUs shall be within 600' of a fire hydrant, as measured to the midpoint at the rear wall of the SDU.
4. Size: An SDU shall be subordinate to the footprint of the original single-household dwelling. The SDU shall not have more than an eight hundred (800) square foot footprint. Basements are encouraged. If a garage is desired, it is not calculated as part of the 800 square foot footprint.
5. Lot Size and Frontage:

- a. The original home shall be located on a lot that is at least 5000 square feet and meet the setbacks as specified in this ordinance.
 - b. No frontage on a public street or alley is required for an SDU, but a walkable or drivable permanent access easement is required (see 11 below).
6. Foundation: The SDU shall be secured to a permanent concrete foundation in accordance with the International Building Code, as adopted and amended by the City.

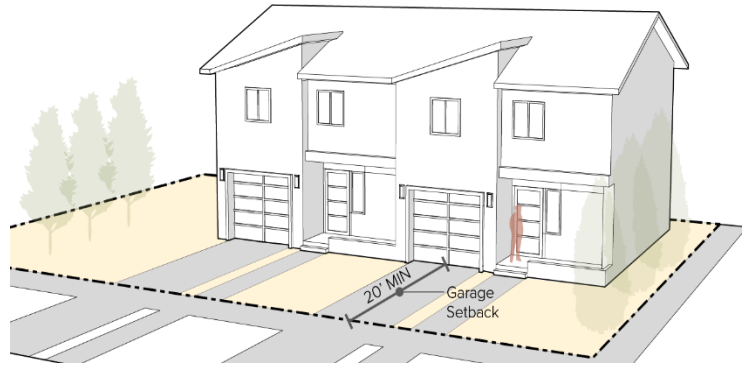


7. Occupants: The SDU shall be **owner** occupied exclusively by one household.
8. The SDU shall be permanently occupied by the owner. ~~The City may require the recording of an instrument with the property to notify the public of this requirement.~~ **Owner occupancy shall be acknowledged through a deed restriction as per E. (9) of this section**
9. The SDU shall have separate utilities from the original dwelling.
10. An SDU shall have a recorded permanent unobstructed access easement or a ~~deeded~~ driveway. If the permanent access easement can only accommodate pedestrians, then the original lot shall accommodate the required one additional parking space. **Such easements/walkable pathways/or drives shall be a minimum width of 5' to 12' and shall connect to the public street. The access shall be unobstructed, maintaining a clear path free of debris and impediments to access.**
11. Accessory buildings shall meet the standards for accessory buildings in the existing zone. Accessory buildings shall be subordinate in height to the SDU. Once a front yard is designated, accessory buildings are not allowed in the front yard.
12. The front entry shall include a covered porch at least 6' deep and contain at least 60 square feet.

~~I. Duplexes and Twin homes (option to delete): as an extra allowance in the CHOZ, construction of a duplex or a twin home is considered an additional voluntary benefit provided to the property owner and therefore is subject to additional regulations.~~

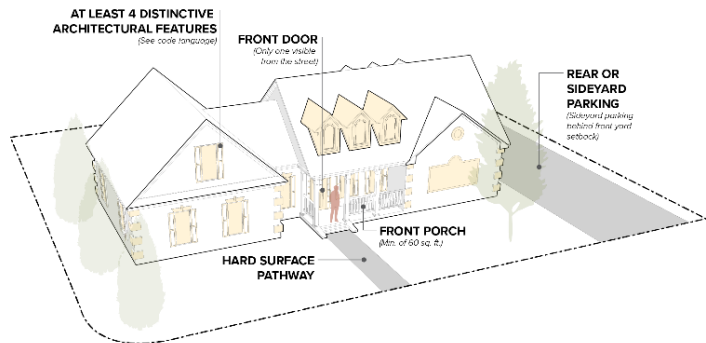
1. ~~If garages are proposed, the garage door shall encompass no more than 40% of the front façade (A) and shall be recessed, a minimum of 5', as per the drawing below.~~

2. If garages are proposed for each unit, they shall not be placed adjacent to each other and have a minimum setback of 20'.
3. Vinyl, aluminum siding and stucco are not allowed.
4. Separate utility lines and connections are required for each unit.
5. Duplexes located on a corner lot shall have one unit facing each street.
6. Twin homes require an agreement between the owners to be recorded specifying how shared walls, roofs, yards and drives are to be maintained.
7. Twin homes require a subdivision plat.



J. Mansion Style Apartments/condominiums.

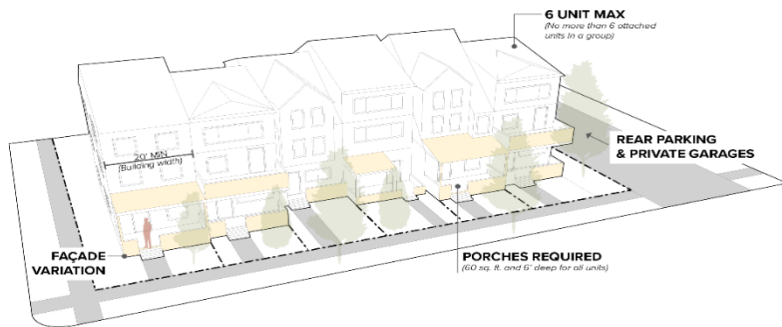
1. Shall be designed to resemble larger homes and shall only have one visible front door as viewed from the public street **in the CND and no more than two in the TCD.**
2. The front door area shall include a porch with a minimum of 60 square feet and a hard surfaced pathway to the street.
3. Parking shall be provided to rear or side beyond front yard setback.
4. Vinyl, aluminum and stucco wall surfaces are not allowed.
5. **Mansion Style apartment/condominiums may accommodate 2 to 4 units.**
6. All Mansion Style apartment buildings shall include at least 4 distinctive architectural features from the following list (only one item from each numbered item below, as a minimum) and shall be incorporated in each building:
 1. Ornamental details such as knee braces, exposed joists, decorative vents, window shutters.
 2. Box or bay windows
 3. Balconies with at least 50 square feet.
 4. A minimum of 5 windows, 12 square foot minimum on the front façade.
 5. A substantial/noticeable change of material applied to the front façade.
 6. A substantial/noticeable change of color applied to the front façade.
 7. A change of pattern that is substantial/noticeable on the façade (Example: changing brick work from face brick to a soldier course or basket weave pattern.)
 8. Brick or stone along the front of the building, covering at least 25% of the front of the building.
 9. Materials – brick, stone, wood, cement composite materials, and metal accents.



7. Separate utilities for each unit are required if condominium units are proposed.

K. Townhouse.

1. Horizontally attached multi-story units in a rowhouse configuration. This building type can include live/work units **in the TCD**. If live work is included, such units shall not exceed 3000 square feet of business usage, not more than 50% of the floor, and no more than 5 employees.
2. If end units face the street, they shall **address the street with a front door and a porch and** include windows covering at least 25% of the façade for each floor.
3. Parking and private garages shall be located to the rear of the building allowing the primary façade to front a public street or public greenspace. Garages shall include the infrastructure for a 220 outlet capable of faster car charging.
4. Provide outdoor covered balconies or patios for 100% of the units at a minimum of 6 feet deep and 60 square feet each.
5. Building width shall be a minimum of 20'. Guest parking shall not include any driveway area that accesses a garage. No more than 5 attached units per building.
6. Setbacks for each unit shall be varied at least 2' feet where a development has more than 5 units.
7. Townhouse developments with over 12 units shall include at least a play structure and a barbeque/seating area and one passive leisure space of at least 3000 square feet.
8. Separate utilities for each unit are required and may require easements for units that are distant from a public street.
9. Building heights shall not exceed **1.5 stories in the CND** and 35 feet **in the TCD**.
10. An HOA is required.

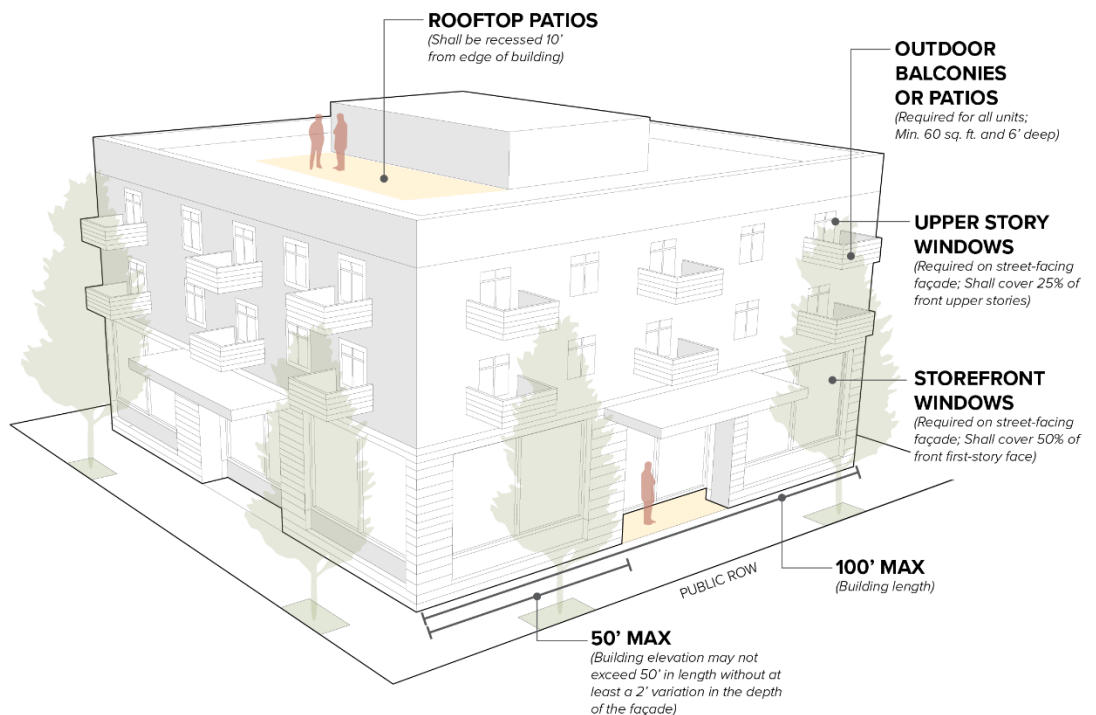


L. Mixed-use buildings.

1. Intended for a mix of primarily residential with commercial/office or commercial and office uses required to be located on the first floor, and optional above the first floor at or near the front build-to-line with parking to the rear, underground, or podium type. No podium parking is allowed to front a street. This building type may support office, retail, hotel/hospitality or residential uses mixed vertically.
2. For residential units, provide outdoor balconies or patios for 100% of the residential units at a minimum of 6 feet deep and 60 square feet each.
3. No wood burning fireplaces, stoves, appliances, or outdoor fire pits are allowed.
4. Provide indoor bike storage or bike lockers.
5. Rooftop patios are allowed but **amenities** shall be recessed ten feet from the edge of the building.
6. Exterior materials of a durable or resilient nature such as brick, stone, composite materials, or other materials of similar quality, hardness, and low maintenance characteristics are required. Roughhewn, exposed wood beams, columns and supports are required for all facades facing a street. New development in the

TCD shall incorporate common, locally found materials such as granite, stone, sandstone, wood, and brick as part of the first floor of each building for at least 75% of the first floor, excluding the windows.

7. All stories above the first floor shall incorporate at least 50% of the above specified materials. Stucco and EIFS are prohibited for use as materials on any façade visible from a right-of-way, but may be used on second and above stories if additional scoring provides a brick-like appearance. Other materials may be considered, by the Planning Director for soffits, or as accents or unique architectural features. Twenty-five year guaranteed architectural shingles or other longer-lasting materials are required for sloped roofs.
8. 360 degree architectural consistency is required, **utilizing earth toned colors.(alt)**
9. No new building elevation may exceed 50 feet in length without at least a 2-foot variation in the depth of the façade along the public right of way and a 1-foot variation on other facades. Residential unit balconies shall not be interpreted to meet this requirement.
10. No single building shall exceed 100 feet **of frontage along a street.**
11. Parking shall be to the rear of the building.
12. Storefront windows **(including bulkheads and transom windows)** are required on the street facing façade and street facing windows shall cover a minimum of 50% of the front first story face and 25 percent of all upper stories.



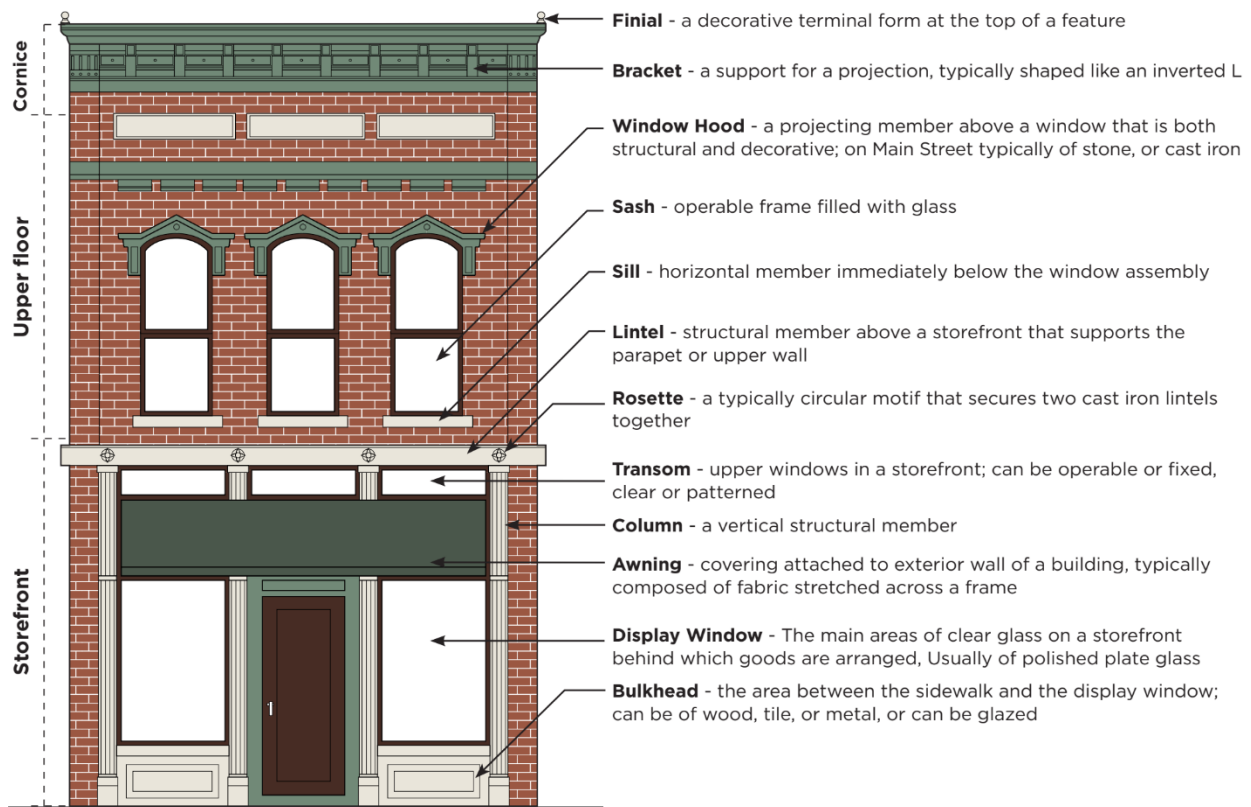
M. Commercial Buildings.

1. Minimum 2-story building with the primary use of office, retail, civic or commercial use.
2. All such buildings shall include at least 1 vehicle charging station per building.
3. Exterior materials of a durable or resilient nature such as brick, stone, composite materials, or other materials of similar quality, hardness, and low maintenance characteristics are required. Roughhewn, exposed wood beams, columns and

supports are required for all facades facing a street. New development in the TCD shall incorporate common, locally found materials such as granite, stone, sandstone, wood, and brick as part of the first floor of each building for at least 75% of the first floor, excluding the windows.

4. All stories above the first floor shall incorporate at least 50% of the above specified materials. Stucco and EIFS are prohibited for use as materials on any façade visible from a right-of-way, but may be used on second and above stories if additional scoring provides a brick-like appearance. Other materials may be considered, by the Planning Director for soffits, or as accents or unique architectural features. Twenty-five year guaranteed architectural shingles or other longer-lasting materials are required for sloped roofs.
5. 360 degree architectural consistency is required, **utilizing earth toned colors.(alt)**
6. Principal entrance shall face the street or be located on the corner of the building and recessed.
7. Front façade shall include a storefront type appearance **(including bulkheads and transom windows)** and include at least two **(alt 4 as per the C-3 zone)** additional features from the sketch below:

ANATOMY OF A MAIN STREET BUILDING



18.83.050 Visual Screening

All commercial lots within the zone shall have a six-foot rear yard sight obscuring fence.

18.83.060 Definitions to be added

Driveway - Where vehicular access to a structure that is less than 150 feet measured from the main access road around the side to the middle of the rear of the home.

Emergency Vehicle Access (EVA) - where vehicular access to a structure is greater than 150 feet measured from the main access road around the side to the middle of the rear of the home Emergency Vehicle Access specifications are applicable.

18.83.070 Related Provisions

Chapter 18.12	Administration
Chapter 18.08	Definitions
Chapter 18.68	Supplementary Regulations
Chapter 18.108	Conditional Use Permits
Chapter 18.72	Off-Street Parking and Loading
Chapter 18.103	Sign Regulations
Chapter 18.78	Lighting
Chapter 18.174	Enforcement
Chapter 18.117	Subdivisions

EXHIBIT 2

18.83 Central Heber Overlay Zone (CHOZ)

18.83.010	Purpose
18.83.020	Permitted and Conditional Uses
18.83.030	Spatial Requirements
18.83.040	Building Typologies & Design Requirements
18.83.050	Visual Screening
18.83.060	Definitions
18.83.070	Related Provisions

18.83.010 Purpose

To implement the Central Heber Vision of the General Plan, the Central Heber Overlay Zone (CHOZ) is hereby created to include two distinct land use districts. If the use of the Overlay is desired by an applicant, the uses and standards of this chapter shall apply.

- A. **Central Neighborhoods District (CND)** is established to allow for various low intensity forms of infill, combined with options to preserve historic homes. Infill options include certain missing middle housing types and historic building use flexibility.
- B. **Transition Corridors District (TCD)** is established to permit a moderate intensity mixture of residential and commercial uses. The TCD serves as a transition area from the C-3 Commercial Zone westward and eastward of Main Street to existing residential neighborhoods. The district also serves as a connecting land use from the C-3 Commercial Zone westward to the area containing the new high school, railroad and Southfield Park. The TCD promotes missing middle housing types, historic building use flexibility, mixed use buildings and lower intensity commercial uses. A portion of this area, located between 150 W/E to the C-3 Commercial Zone, has been identified by the General Plan as an area to be considered for rezoning to the C-3 Commercial Zone, in the future.

18.83.020 Permitted and Conditional Uses

The underlying zone uses remain. The CHOZ includes additional uses and limitations as described below. In order to accomplish the objectives and purposes of this title and to stabilize and protect the essential district characteristics, the following uses are allowed the CHOZ:

A. Land Use Regulations Terms

P = PERMITTED USE (P) A site plan application is required with staff processing. Site plan applications are approved, when and if they meet the ordinance standards.

C = PLANNING COMMISSION CONDITIONAL USE REVIEW (C). A site plan application with Planning Commission review is required.

N = not allowed in the particular overlay area

- B. Within the Table, if a use is not specifically designated below, then it is prohibited, except as specified in the underlying zone.

All uses listed in the use table, that require a building permit shall also require a site plan application.

Permitted and Conditional Use Chart

18.83.020.1

Land Use	CND	TCD	Limitations
Residential attached units	P	P	See Section 18.83.040 for permitted building types per district. 5 or less units per building and project is limited to 5 units
Residential attached units over 5 units	N	C	See Section 18.83.040 for permitted building types per district,
Artist studios & live-work	N	P	
Office, Retail, Services and Secondhand Stores	N	P	<ul style="list-style-type: none"> • Max 5000 sf footprint • See note 1 below • Tattoo parlors, tobacco shops, adult related businesses, pawn shops & cannabis facilities are prohibited)
Cafes/restaurants, bakery, outdoor dining	N	C	<ul style="list-style-type: none"> • No drive-up windows • No fast food • See note 1 below
Hotels	N	C	See note 1 below
Medical offices, clinics	N	P	See note 1 below
Institutional/Religious, Museums & Public Uses	C	P	
Fitness centers & gymnasiums	N	P	See note 1 below
Commercial day care	N	P	As regulated by State Law
Home occupations, home based pre-school, daycare and micro-school	P	P	As regulated by Section 18.68.609 & State Law
Public/Private schools	C	P	As regulated in State Law and Section 18.68.230. Size limitations may be imposed.
Signs	N	P	<ul style="list-style-type: none"> • As regulated by Section 18.104 • Further limited to one monument sign (max 15 square feet and 4' in height) with a rock/brick base, and one wall sign (max 24 square feet and 3' in height) or one projecting sign (as per the standards in 18.104)

Note 1 - For the TCD, permitted only for properties fronting 100 South and for properties fronting 100 East and 100 West

18.83.030 Spatial Standards

- A.** The minimum spatial standards shall be as set forth in the underlying zone, with the addition of Small lots, Flag lots and SDUs, as described below.

- B. The maximum height of all principal structures shall be thirty-five feet and accessory buildings shall follow the requirements of the underlying zone.

General Spatial Requirements *

Table 18.83.030.1

Frontage	Min Front Setback	Min Rear Setback	Min Side Setback	Min Area & Depth	Max Height
All other buildings must meet the frontage requirements of the underlying zone	15 feet min from public right of way; 10 feet min for flag lots from PUE/access easement to any building	15 feet to property line	5 feet min to each side property line; 15 feet min from public right of way	As per the underlying zone or as specified in section 18.83.040 98 foot min depth for corner lots	1.5 stories and not to exceed 25' max for flag lots, detached ADUs, townhouses, and SDUs; 35 foot max for all other buildings

*Other standards may apply elsewhere in this code, such as 18.83.040

18.83.040 Building Typologies & Design Requirements

Table of Permitted Building Types per District

18.83.040.1

Building Typology	CND	TCD
Small lot	P	N
Flag lot (s)	P	P
Subordinate Dwelling Unit (SDU)	P	P
Detached and Internal Accessory Dwelling Unit (ADUs)	P	P
Townhouses (small – no more than 5 attached units per building)	P	P
Townhouse complexes (more than one building)	N	C
Mansion style apartments/condominiums	N (alt "C")	C
Commercial Building	N	P
Mixed Use Building	N	P

- A. **Those who desire to convert homes**, lots or other buildings to commercial use or multi-family use shall maintain the required landscaping. No parking is allowed in the front yard.
- B. **Rooftops** may be used as garden type open space, and/or passive recreation space.
- C. Utilities normally found above ground are not required to be placed underground unless located directly adjacent to existing underground utilities. Curb, gutter, and sidewalk are not required except along 100 East and 100 West, where diagonal street parking is encouraged. Sidewalks or agreements to provide sidewalks in the future are required in all other locations where a street frontage is disrupted.
- D. All Rooftop Heating, Ventilating, and Air Conditioning equipment (HVAC) shall be enclosed or screened such that it is not readily recognizable as HVAC equipment in mixed use and commercial buildings.
- E. **Special Standards** for certain uses and structures.

1. Non-residential uses shall not produce noise exceeding fifty-five (55) decibels as measured at the property line, vibration, fumes smoke, dust or other particulate matter, odorous matter, heat, humidity, glare, electrical interference or other objectionable effects.
2. Where garages are built, they shall be wired for a minimum of 220 Volt vehicle charging.
3. Temporary outdoor sales are allowed.
4. 10 foot wide dry utility easements shall be provided along the frontage of public and private rights of way. A determination of the best locations for utilities shall occur during the application process with an application requirement for a conceptual utility plan as part of that process. If utility boxes are needed, they shall not be placed in the clear view of an intersection or driveway.
5. All development proposed within this overlay is subject to the normal review processes of the City. The Wasatch Fire District shall review, provide comments/recommendations, and resolve any access and fire suppression related issues. As a general rule the Wasatch Fire District standards pertaining to Emergency Vehicle Access (EVA) are for homes located at a greater distance than 150' from a public right-of-way, as measured to the midpoint of all walls of the building, are as follows:

- a. Driveways less than 150' in length not classified as an EVA, shall meet the width and location requirements of the Heber City Standards and Specifications
- b. 1-3 Single Family Home(s)- Where a driveway, shared or unshared, serves no more than three (3) dwelling units, not including accessory structures, and is defined as an EVA, the EVA shall provide a paved minimum unobstructed width of 16 feet, exclusive of shoulders and a minimum unobstructed height of 13 feet 6 inches. EVAs shall provide Wasatch Fire District approved turnarounds.
- c. 4-5 Single Family Homes- Where a driveway, shared or unshared, serves no more than five (5) dwelling units, not including accessory structures, and is defined as an EVA, the EVA shall provide a paved minimum unobstructed width of 22 feet exclusive of shoulders and a minimum unobstructed height of 13 feet 6 inches. EVAs shall provide Wasatch Fire District approved turnarounds.
- d. Fire Hydrants - Fire hydrants shall be within 600 feet of the structure's front door/garage, measured along the main roadway centerline and including the distance created by the EVA.



6. When located on private property, sewer, water, and irrigation shall be metered from the public ROW and distributed through the development as private ownership. Such extensions are not a City responsibility.
7. Stormwater runoff shall be contained on private property.
8. When rented, all housing types, except ADUs, shown in table 18.83.040.1 shall have a minimum lease period of one year (alt. 30 days, alt. 6 months).

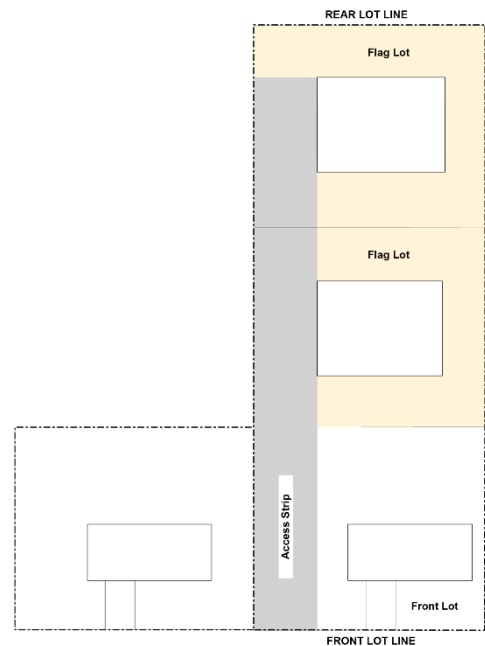
9. Where owner occupancy is required, a deed restriction that runs with the land shall be recorded, with the City as a silent, non-financial partner to assure notification to the City of ownership changes.

F. Small lots. Smaller lots than the standard lot size required in the R-2 and R-3 zones are allowed as follows:

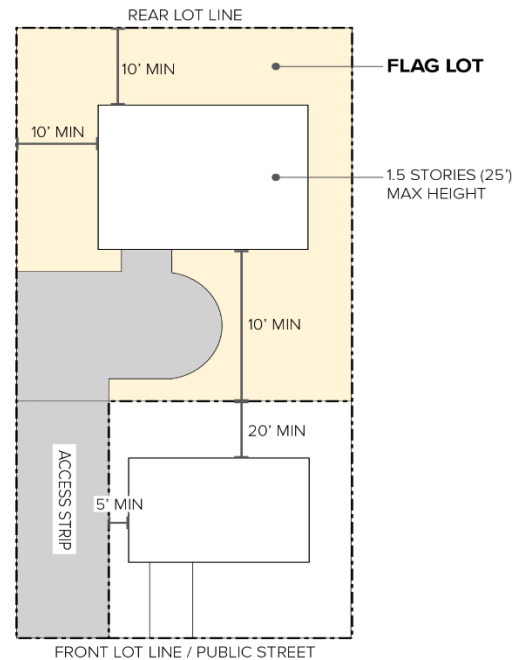
1. Such interior lots may have a width no less than 49' (alt. 40') at the front yard setback and if located on a corner, 56' (alt. 50') wide.
2. Any street facing garage shall be setback from the front face of the dwelling by at least ten feet.
3. Lots with a detached rear yard garage are required to have a minimum twelve (12') foot side yard from the side property line, to accommodate a driveway to the required rear parking. The opposite side yard setback is a minimum of six (6) feet.
4. A minimum lot size of 3,500 square feet is required.

G. Flag lots. Flag lots shall meet the following requirements. These requirements supersede the requirements for flag lots in Section 18.52.050:

1. Up to two (2) flag lots (plus the existing home) may be created from an existing parcel of property.
2. Homes shall not exceed 1.5 stories (25') in height and 10' rear, front, and side yard minimums are required.
3. The existing home shall maintain a minimum of a 20' rear yard.
4. The flag lot (s) shall be used exclusively as an owner occupied single-family residential dwelling, documented through a deed restriction, as per E. (9) of this section. The flag lot includes the potential for one internal Accessory Dwelling Unit and shall be located to the rear of the original or front lot. If the dwelling on the front lot is torn down, any new dwelling shall face the adjacent street.



5. The main body of a flag lot, exclusive of the access strip, shall be no smaller than 50% of the required lot area in the zone in which it is located.
6. The existing front lot shall meet the required lot area, lot width, front yard, side and rear yard setback requirements for the governing zoning district in which it is located.
7. The access strip/driveway portion of a flag lot - see 18.83.040 E (5) and :
 - a. No driveway gates are allowed.
 - b. Shall front on a public street;
 - c. The address of the flag lot shall be clearly displayed for emergency identification purposes.

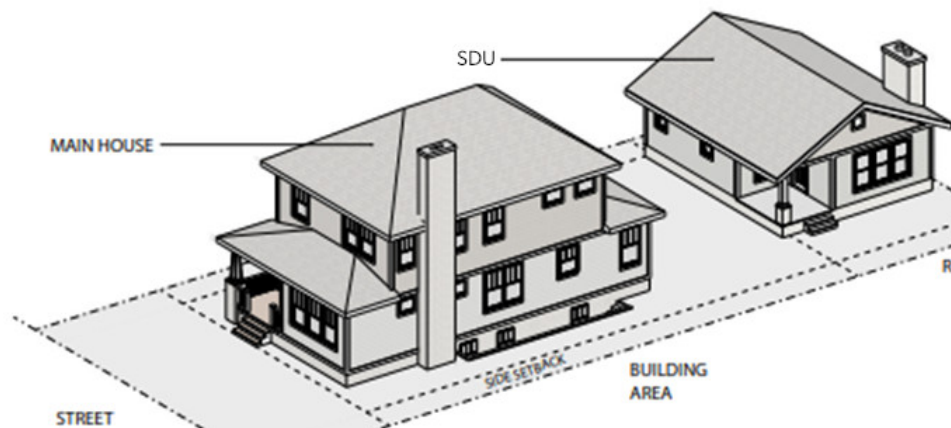


8. Where two flag lots are proposed behind a lot fronting on the public street, the middle lot may have a zero lot line using the property line adjacent to the furthest lot.
9. The access strip portion of a flag lot shall be platted as a contiguous portion of the flag lot(s) or as an easement, where the access strip is intended to be shared. The private access strip shall accommodate all utilities. Access strip maintenance shall be accomplished by the property owners in a recorded agreement.
10. The subdivision plat shall include an outline of the buildable area proposed for the home (s).
11. 2 parking spaces are required for each home, as well as a turnaround area to prevent the need to back out through the driveway/access strip.

H. Subordinate Dwelling Units (SDU)

1. These ordinance provisions only apply to parcels or lots 5000 square feet and larger and located in the CHOZ. If an SDU can be located on a property, it is considered an additional voluntary benefit provided to the homeowner and therefore is subject to additional regulations.
2. A Permitted use application for a Subordinate Dwelling Unit (SDU) is required. Such applications shall show the footprint and height, materials/design of the SDU, the proposed lot, side yards, rear yards, the designated front yard, and the proposed permanent access easement. In addition, a subdivision plat and processing is required.
3. Standards: The following standards and conditions shall apply to all SDUs:
 - a. Location: A SDU shall only be allowed as part of, or in conjunction with, a single-household dwelling, and SDUs shall contain no more than 1.5 stories (25') and shall have minimum side and rear yard of 5 feet or as allowed by Building Code standards. The front yard shall have a minimum of 10' unless adjacent to a street or alley, where 15' minimum is required.
 - b. Number: A maximum of one SDU is allowed and only the original, existing dwelling may contain an additional internal ADU. The SDU shall not have an internal ADU.

- c. Parking: At least one off-street parking stall shall be provided for the SDU. The required parking space may be a designated tandem space on the original lot as a permanent easement area. Parking spaces shall be identified on the subdivision plat. In addition, the parking area shall include sufficient space for garbage cans and a mailbox clearly displaying the address of the SDU, adjacent to the public street.
 - d. The SDU shall be constructed with painted wood, composite wood-like appearing materials, brick or stone exteriors as well as a pitched roof, 3' by 12' minimum.
 - e. No SDU shall be allowed to be located further than 150' from the public street as measured to the midpoint at the rear of the SDU and measured as a pedestrian would walk from the street to the back of the home. All SDUs shall be within 600' of a fire hydrant, as measured to the midpoint at the rear wall of the SDU.
4. Size: An SDU shall be subordinate to the footprint of the original single-household dwelling. The SDU shall not have more than an eight hundred (800) square foot footprint. Basements are encouraged. If a garage is desired, it is not calculated as part of the 800 square foot footprint.
5. Lot Size and Frontage:
- a. The original home shall be located on a lot that is at least 5000 square feet and meet the setbacks as specified in this ordinance.
 - b. No frontage on a public street or alley is required for an SDU, but a walkable or drivable permanent access easement is required (see 11 below).
6. Foundation: The SDU shall be secured to a permanent concrete foundation in accordance with the International Building Code, as adopted and amended by the City.



- 7. Occupants: The SDU shall be owner occupied exclusively by one household.
- 8. The SDU shall be permanently occupied by the owner. Owner occupancy shall be acknowledged through a deed restriction as per E. (9) of this section
- 9. The SDU shall have separate utilities from the original dwelling.
- 10. An SDU shall have a recorded permanent unobstructed access easement or a driveway. If the permanent access easement can only accommodate pedestrians, then the original lot shall accommodate the required one additional parking space. Such easements/walkable pathways/or drives shall be a minimum width of 5' and

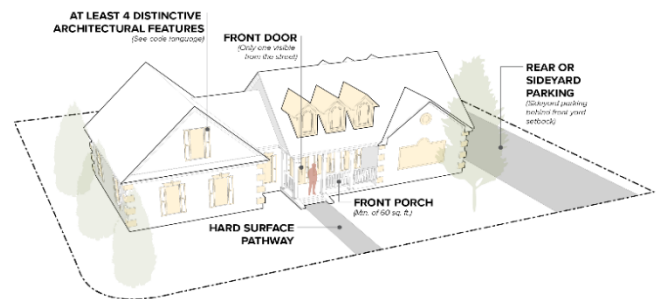
shall connect to the public street. The access shall be unobstructed, maintaining a clear path free of debris and impediments to access.

11. Accessory buildings shall meet the standards for accessory buildings in the existing zone. Accessory buildings shall be subordinate in height to the SDU. Once a front yard is designated, accessory buildings are not allowed in the front yard.
12. The front entry shall include a covered porch at least 6' deep and contain at least 60 square feet.

I. Mansion Style Apartments/condominiums.

1. Shall be designed to resemble larger homes and shall only have one visible front door as viewed from the public street in the CND and no more than two in the TCD.
2. The front door area shall include a porch with a minimum of 60 square feet and a hard surfaced pathway to the street.
3. Parking shall be provided to rear or side beyond front yard setback.
4. Vinyl, aluminum and stucco wall surfaces are not allowed.
5. Mansion Style apartment/condominiums may accommodate 2 to 4 units.
6. All Mansion Style apartment buildings shall include at least 4 distinctive architectural features from the following list (only one item from each numbered item below, as a minimum) and shall be incorporated in each building:

- a. Ornamental details such as knee braces, exposed joists, decorative vents, window shutters.
- b. Box or bay windows
- c. Balconies with at least 50 square feet.
- d. A minimum of 5 windows, 12 square foot minimum on the front façade.
- e. A substantial/noticeable change of material applied to the front façade.
- f. A substantial/noticeable change of color applied to the front façade.
- g. A change of pattern that is substantial/noticeable on the façade (Example: changing brick work from face brick to a soldier course or basket weave pattern.)
- h. Brick or stone along the front of the building, covering at least 25% of the front of the building.
- i. Materials – brick, stone, wood, cement composite materials, and metal accents.

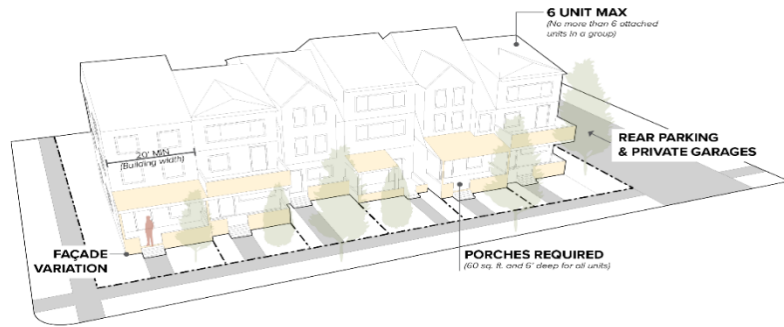


7. Separate utilities for each unit are required if condominium units are proposed.

J. Townhouse.

1. Horizontally attached multi-story units in a rowhouse configuration. This building type can include live/work units in the TCD. If live work is included, such units shall not exceed 3000 square feet of business usage, not more than 50% of the floor, and no more than 5 employees.

2. If end units face the street, they shall address the street with a front door and a porch and include windows covering at least 25% of the façade for each floor.
3. Parking and private garages shall be located to the rear of the building allowing the primary façade to front a public street or public greenspace. Garages shall include the infrastructure for a 220 outlet capable of faster car charging.
4. Provide outdoor covered balconies or patios for 100% of the units at a minimum of 6 feet deep and 60 square feet each.
5. Building width shall be a minimum of 20'. Guest parking shall not include any driveway area that accesses a garage. No more than 5 attached units per building.
6. Setbacks for each unit shall be varied at least 2' feet where a development has more than 5 units.
7. Townhouse developments with over 12 units shall include at least a play structure and a barbeque/seating area and one passive leisure space of at least 3000 square feet.
8. Separate utilities for each unit are required and may require easements for units that are distant from a public street.
9. Building heights shall not exceed 1.5 stories in the CND and 35 feet in the TCD.
10. An HOA is required.

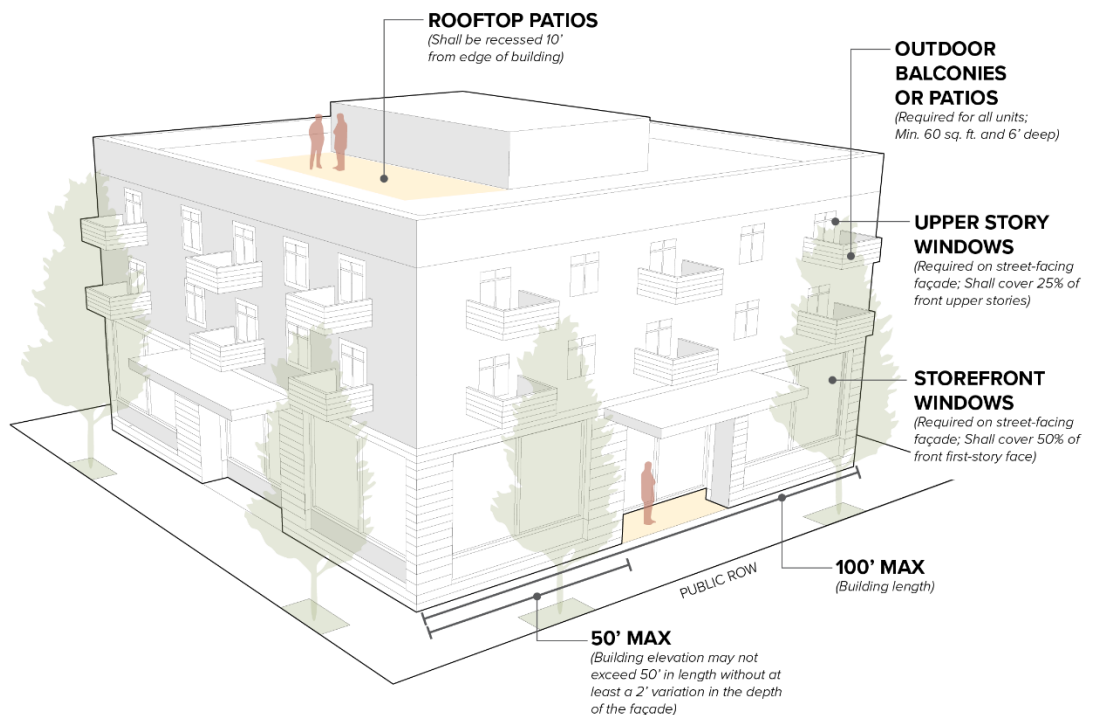


K. Mixed-use buildings.

1. Intended for a mix of primarily residential with commercial/office or commercial and office uses required to be located on the first floor, and optional above the first floor at or near the front build-to-line with parking to the rear, underground, or podium type. No podium parking is allowed to front a street. This building type may support office, retail, hotel/hospitality or residential uses mixed vertically.
2. For residential units, provide outdoor balconies or patios for 100% of the residential units at a minimum of 6 feet deep and 60 square feet each.
3. No wood burning fireplaces, stoves, appliances, or outdoor fire pits are allowed.
4. Provide indoor bike storage or bike lockers.
5. Rooftop patios are allowed but amenities shall be recessed ten feet from the edge of the building.
6. Exterior materials of a durable or resilient nature such as brick, stone, composite materials, or other materials of similar quality, hardness, and low maintenance characteristics are required. Roughhewn, exposed wood beams, columns and supports are required for all facades facing a street. New development in the TCD shall incorporate common, locally found materials such as granite, stone, sandstone, wood, and brick as part of the first floor of each building for at least 75% of the first floor, excluding the windows.
7. All stories above the first floor shall incorporate at least 50% of the above specified materials. Stucco and EIFS are prohibited for use as materials on any façade visible from a right-of-way, but may be used on second and above stories if additional

scoring provides a brick-like appearance. Other materials may be considered, by the Planning Director for soffits, or as accents or unique architectural features. Twenty-five year guaranteed architectural shingles or other longer-lasting materials are required for sloped roofs.

8. 360 degree architectural consistency is required, utilizing earth toned colors.
9. No new building elevation may exceed 50 feet in length without at least a 2-foot variation in the depth of the façade along the public right of way and a 1-foot variation on other facades. Residential unit balconies shall not be interpreted to meet this requirement.
10. No single building shall exceed 100 feet of frontage along a street.
11. Parking shall be to the rear of the building.
12. Storefront windows (including bulkheads and transom windows) are required on the street facing façade and street facing windows shall cover a minimum of 50% of the front first story face and 25 percent of all upper stories.



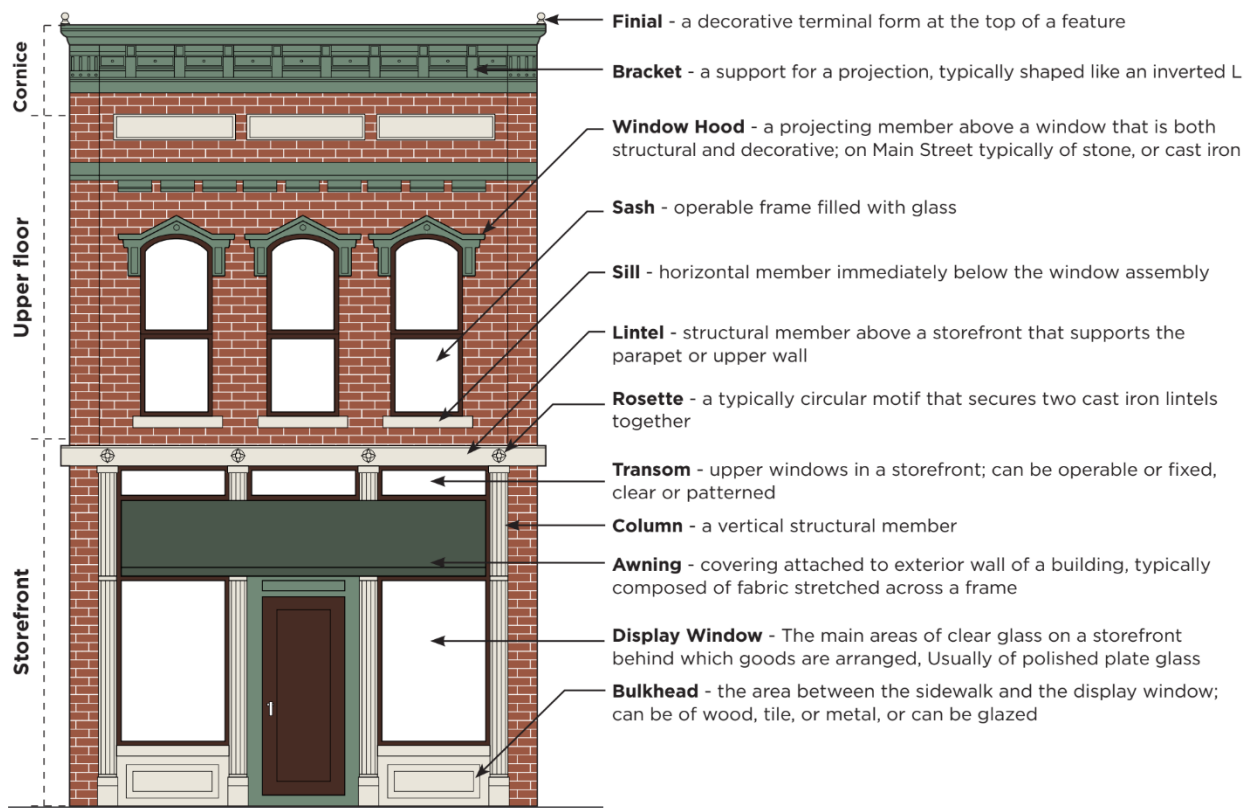
L. Commercial Buildings.

1. Minimum 2-story building with the primary use of office, retail, civic or commercial use.
2. All such buildings shall include at least 1 vehicle charging station per building.
3. Exterior materials of a durable or resilient nature such as brick, stone, composite materials, or other materials of similar quality, hardness, and low maintenance characteristics are required. Roughhewn, exposed wood beams, columns and supports are required for all facades facing a street. New development in the TCD shall incorporate common, locally found materials such as granite, stone, sandstone, wood, and brick as part of the first floor of each building for at least 75% of the first floor, excluding the windows.
4. All stories above the first floor shall incorporate at least 50% of the above specified materials. Stucco and EIFS are prohibited for use as materials on any façade visible

from a right-of-way, but may be used on second and above stories if additional scoring provides a brick-like appearance. Other materials may be considered, by the Planning Director for soffits, or as accents or unique architectural features. Twenty-five year guaranteed architectural shingles or other longer-lasting materials are required for sloped roofs.

5. 360 degree architectural consistency is required, utilizing earth toned colors.
6. Principal entrance shall face the street or be located on the corner of the building and recessed.
7. Front façade shall include a storefront type appearance (including bulkheads and transom windows) and include at least two (alt 4 as per the C-3 zone) additional features from the sketch below:

ANATOMY OF A MAIN STREET BUILDING



18.83.050 Visual Screening

All commercial lots within the zone shall have a six-foot rear yard sight obscuring fence.

18.83.060 Definitions to be added

Driveway - Where vehicular access to a structure that is less than 150 feet measured from the main access road around the side to the middle of the rear of the home.

Emergency Vehicle Access (EVA) - where vehicular access to a structure is greater than 150 feet measured from the main access road around the side to the middle of the rear of the home Emergency Vehicle Access specifications are applicable.

18.83.070 Related Provisions

Chapter 18.12	Administration
Chapter 18.08	Definitions
Chapter 18.68	Supplementary Regulations
Chapter 18.108	Conditional Use Permits
Chapter 18.72	Off-Street Parking and Loading
Chapter 18.103	Sign Regulations
Chapter 18.78	Lighting
Chapter 18.174	Enforcement
Chapter 18.117	Subdivisions



Heber City Council Staff Report

MEETING DATE: 8/19/2025
SUBJECT: Springs at Coyote Ridge Phase 5
RESPONSIBLE: Jamie Baron
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community and Economic Development

SUMMARY

Thrive Development is seeking a potential development agreement to make the Marelko property part of the Springs at Coyote Ridge Development.

RECOMMENDATION

The applicant and staff are seeking feedback from the council on whether the Council would entertain the development process on this property.

BACKGROUND

The Springs at Coyote Ridge was annexed into the City with the VXC Annexation (2019), which included Ivory Homes' Coyote Ridge, Thrive's Springs at Coyote Ridge, the Keele property, and Marelko property. Since the annexation, both the Coyote Ridge and Springs at Coyote Ridge developments have completed the majority of their projects. Additionally, the Keel property was purchased by the Watt's group and developed under the R-3 Zone to build medical buildings (conditional use in R-3). The Marelko property is now seeking to sell. Thrive has the property under contract.



DISCUSSION

Zoning

The current zoning, per the annexation, is R-3 COSZ, which would allow for up to 12 units per acre. The Marelko Property was not a signature to the Annexation Agreement and was granted this zoning. The zoning would allow for some clustered multi-family, single family, or medical offices.

Thrive is looking to do a mix of town homes and commercial. The town homes would become part of the Springs development. The commercial buildings would likely be used for professional office, retail, or medical uses.

Gilber Peak Rd.

Per the annexation and transportation master plan, Gilbert Peak Road is required to extend through the marelko property to the barn parcel in the Springs development to allow for future access to properties to the south.

This road right of way will bisect the property and would be the division line for the town homes and

commercial.

Barn Parcel

Thrive owns the parcel to the south of the Marelko property and has entitlements to build a barn/private office. If the Marelko property is acquired, the barn property would be incorporated into the new phase and the barn, as previously proposed and approved, would not be developed. The purpose of the barn was for the personal use of the owner of Thrive Development.

FISCAL IMPACT

N/A

CONCLUSION

Thrive Development is seeking a potential development agreement to make the Marelko property part of the Springs at Coyote Ridge Development to add town homes and commercial buildings along Hwy 40. The applicant and staff are seeking direction from the council on the proposal.

ALTERNATIVES

Not an Action Item

POTENTIAL MOTIONS

Not an Action Item

ACCOUNTABILITY

Department: Planning
Staff member: Jamie Baron, Planning Manager

EXHIBITS

1. HEBER TREE FARM-C-1 - SITE PLAN



LOT LINES (PROPERTY) ---

EXISTING CURB AND GUTTER =

PROPOSED CURB AND GUTTER =

REVERSE PAN CURB AND GUTTER =

SETBACK LINE - - -

EXISTING FENCE - - - X - - -

LANDSCAPE AREA [Pattern]

CONCRETE AREA [Pattern]

SITE DATA

DEVELOPMENT AREA:	146,137	SF (3.35 ACRES)
RESIDENTIAL AREA:	29,338	SF (0.67 ACRES)
DEVELOPMENT AREA:	19,106	SF ± 65.1%
OPEN SPACE AREA:	8,446	SF ± 28.8%
FIRE ACCESS:	1,791	SF ± 6.1%
ROW DEDICATION:	24,791	SF (0.57 ACRES)
COMMERCIAL AREA:	92,003	SF (2.11 ACRES)
BUILDING AREA:	32,400	SF ± 35.2%
PAVEMENT AREA:	29,395	SF ± 32.0%
LANDSCAPE AREA:	30,208	SF ± 32.8%

BUILDING DATA

ZONE: R-3/COSZ

SETBACKS: 30' FROM HWY 40

PARKING TABULATION

REQUIRED: 4 PER 1,000 SF

REQUIRED: 130 STALLS (32,400/250 = 129.6)

PROVIDED: 131 STALLS

6 ADA STALLS

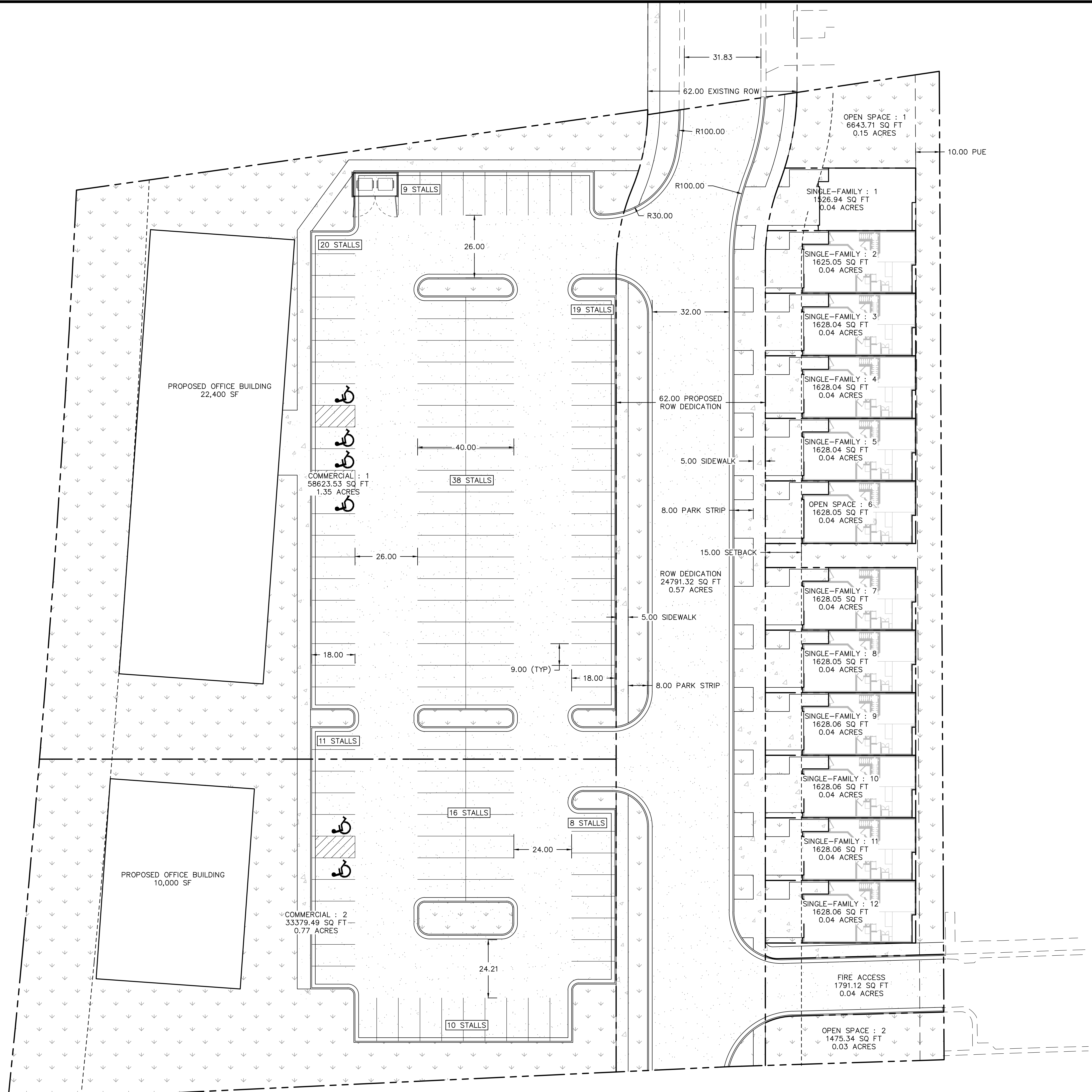
****A NOTICE TO PROCEED MUST BE OBTAINED FROM THE CITY ENGINEER PRIOR TO DOING ANY WORK ON THE PROJECT.****

- GENERAL NOTES:**
- CONTRACTOR SHALL CALL 811 PRIOR TO CONSTRUCTION.
 - CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION OF ALL EXISTING UTILITY LINES AND STRUCTURES PRIOR TO CONSTRUCTION.
 - ALL PROPOSED WATER LINES SHALL HAVE A MINIMUM OF 5' OF COVER.
 - ALL SEWER, WATER AND STORM DRAIN PIPES SHALL BE BACKFILLED WITH SELECT GRANULAR FILL AS PER CITY STANDARDS.
 - ANY OFF SITE DAMAGE TO EXISTING ASPHALT, CURB & GUTTER, LANDSCAPING AND ALL UTILITIES SHALL BE REPLACED IN KIND.
 - SEE UTILITY PLAN FOR CONSTRUCTION OF SEWER AND WATER LINES.
 - SITE LIGHTING SHOWN FOR REFERENCE ONLY. SEE SITE ELECTRICAL PLANS FOR LOCATION.
 - ALL WORK SHALL BE ACCORDING TO CITY STANDARDS.

0 20 40 60

1" = 20'

Scale in Feet



NO.	REVISIONS	BY	DATE

ENGINEER: LR
CHECKED BY: LR



**HEBER TREE FARM
SITE PLAN
1615 N GILBERT PEAK ROAD, HEBER CITY, UTAH 84032**

SHEET: **C-1**
DATE: 8/14/2025



HEBER CITY MAYORAL PROCLAMATION

AUGUST 19, 2024

As Mayor and Council of Heber City, Utah; we want to honor two Tremonton, UT Police Officers – Sgt. Lee Sorensen of Garland, UT, and Officer Eric Estrada, of Logan UT; who were killed in the line of duty on Sunday, August 17, 2025.

We honor them with these anonymous words:

“Someone killed a policeman today
And a part of America died...

While we slept in comfort behind our locked doors
[These Officers] put [their lives] on the line.”

“What is the meaning of ‘*In The Line Of Duty?*’

It means that [Sgt Lee Sorensen and Officer Eric Estrada] made the Ultimate sacrifice. It means that someone took their lives.

These heroes have fallen.

Officers who gave ***their all*** to protect and serve --

[Having] been killed by someone ***whom they swore to protect and serve.***”

“A Police Officer's Prayer

[Dear God in Heaven], we ask for courage,
Courage [for our Police Officers] to face and conquer fear ...
Courage [for our police officers to go] where others will not go ...
[We] ask [Thee to grant them] strength,
Strength [for them to] protect others,
and strength of spirit [for them to] lead others ...
[We thank Thee for their] dedication,
Dedication to [their] job, to do it well,
Dedication to [our] communities, to keep [us] safe ...
Give [them] concern for those who trust [them],
and compassion for those who need [them] ...
And please, [Dear God], through it all,
be at [their] side - *Authors Unknown*”

Mayor Heidi Franco
Heber City, Utah



Heber City Council Staff Report

MEETING DATE: 8/19/2025
SUBJECT: Public Hearing for Ordinance 2025-18 Plourde Annexation
RESPONSIBLE: Jacob Roberts
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

Kasey Plourde approached the City in March 2024 to request annexation of parcel 07-7086 located at approx. 6800 Ut-32, Heber City, UT 84032 and associated MDA to construct an event venue that utilizes the views and natural beauty of the parcel while also preserving a majority of the 40.85-acre parcel as open space/trails. The City Council accepted the Annexation Petition on January 7th, 2025. Ms. Plourde received a positive recommendation from the Planning Commission on May 13th, 2025. She is now in the process of negotiating the terms of the MDA. The next step for this annexation will be a public hearing and ultimate acceptance or denial by the City Council.

RECOMMENDATION

Staff recommends approval of the Annexation and related Development Agreement based on the findings and conclusions outlined below.

BACKGROUND

The subject parcel is located in the northwest area of the City, adjacent to Highway 32. Ms. Plourde purchased the 40.85-acre property with the intent to annex it into the City and develop an event venue that takes advantage of the unique natural terrain, while preserving the majority of the site as open space.

The property is heavily sloped, presenting significant challenges for development without extensive grading. Rather than pursue mass grading, Ms. Plourde has proposed an event and gathering space that can operate within the constraints of the site's natural topography. This business model is intended to make productive use of the limited buildable area while maintaining the character of the landscape.

Ms. Plourde first proposed the project on March 19, 2024. The City Council formally accepted the annexation petition on January 7, 2025. On May 13, 2025, the Planning Commission reviewed the proposal and forwarded a positive recommendation to the City Council. The final step in the process

is for the City Council to hold a public hearing and decide whether to approve, deny, or continue the proposal.

Throughout the review process, Ms. Plourde has worked to address key development challenges, including sewer and water service, fire suppression, access from Highway 32, parking, and zoning. The current proposal has been reviewed and received either approval or conditional approval from all relevant City departments, the Jordanelle Special Service District (JSSD), and the Wasatch County Fire District.

To accommodate the site's unique topography, Ms. Plourde is also requesting exceptions to certain sections of the municipal code that would allow for greater flexibility in designing the project in harmony with the land.

DISCUSSION

Annexation Policy & General Plan Consistency

The subject parcel lies within the boundaries of the City's Annexation Policy Plan (see attached map). The General Plan designates the area as Mountain Preservation / Neighborhood with Open Space. The Mountain Preservation designation calls for primarily recreational uses that preserve the natural environment.

Ms. Plourde has proposed an event venue that aligns with this land use intent. The project proposes only one future residential unit—one caretaker dwelling—helping preserve the majority of the 40.85-acre parcel as open space. Staff finds that this low-impact, community-oriented recreational use supports the preservation goals outlined in the General Plan.

Annexation Process and Legislative Authority

Ms. Plourde first proposed the project on March 19, 2024. The City Council formally accepted the annexation petition on January 7, 2025. Acceptance of a petition does not constitute approval or vesting rights; it merely initiates the detailed evaluation process required by State law and City policies. Per Utah Code §10-2-405, municipalities must accept or reject annexation petitions at the first meeting at least 14 days after submission, or the petition is automatically accepted.

On May 13, 2025, the Planning Commission forwarded a positive recommendation to the City Council. The final legislative step is a public hearing and City Council decision to approve, deny, or continue the petition.

Zoning and Development Agreement (DA)

If annexed, the property will be zoned Mountain Community Zone (MCZ). Several custom provisions will be included in the Development Agreement (DA) to accommodate the project and site-specific constraints:

1. Event Centers will be added as a permitted use on this parcel only.
2. Building and site plans will be included in the DA and subject to City Council approval.
3. Street frontage landscaping will be reduced to 20 feet on either side of the main entrance, extending 10 feet deep—minimizing unnecessary disturbance across the nearly 3,000 feet of frontage.
4. Trail dedication will occur where necessary to connect to the area's master-planned trail network.
5. Caretaker dwelling will be allowed at the event center site.
6. Sensitive Lands Code: An exemption is requested from the 50-by-50-foot buildable area requirement. The applicant meets the 4,000-square-foot minimum area below 30% slope but does not meet the dimensional criteria. No structures will be built on slopes over 30%. A deck may span

steeper areas, but structural foundations will comply with slope regulations.

7. Parking requirements: Current code requires 106 stalls based on a 212-person occupancy (1 stall per 2 persons). Ms. Plourde anticipates an average occupancy closer to 150 and is requesting a reduction to 65 parking stalls. She proposes mitigating demand through event policy and shuttle service.

Infrastructure and Utility Coordination

- Water & Sewer: Ms. Plourde intends to connect to Jordanelle Special Service District (JSSD) utilities. Water and sewer lines are located on the west side of Highway 32, and all necessary equipment will be installed to ensure full utility service.
- Access: A UDOT limited-access permit has been applied for. UDOT typically only allows one access point; however, the Fire Chief is expected to grant an exception for secondary access based on site conditions.
- Fire Suppression: Fire sprinklers are not required under the current occupancy classification. A new hydrant will be installed at the property entrance via a water line extended beneath Highway 32. Fire truck turnaround access will be provided within 150 feet of the building. All access widths, grades, and surfacing materials will meet fire code.
- Restrooms: Permanent restrooms will be constructed per building code.
- Power: Power is available from the existing infrastructure along the road. The applicant will bear the cost of impact fees and any necessary line extensions.
- City Engineer Review: Ross Hansen is the assigned engineer. All master-planned infrastructure on or adjacent to the site must be designed and installed by the applicant.

Staff Findings

- The proposed annexation and use are consistent with the General Plan and support the goals of the Mountain Preservation land use designation.
- The Mountain Community Zone, along with proposed DA provisions, appropriately accommodates the project while minimizing impacts on surrounding areas.
- Infrastructure and fire safety concerns are actively being addressed in coordination with City Departments, JSSD, and the Wasatch County Fire District.

FISCAL IMPACT

N/A

CONCLUSION

Based on the application materials, staff review, and input from relevant agencies, staff finds that the proposed annexation and associated Development Agreement (DA) for the parcel located at approximately 6800 UT-32 are consistent with the City's General Plan and Annexation Policy Plan. The proposed event venue offers a low-impact recreational use that preserves the majority of the 40.85-acre parcel as open space and aligns with the Mountain Preservation land use designation. The project addresses infrastructure, safety, and access requirements while making reasonable requests for flexibility to accommodate the site's steep terrain.

Staff recommends approval of the annexation and DA, subject to the findings and conditions outlined below.

Findings

1. The annexation area lies within the boundaries of the City's Annexation Policy Plan.
2. The proposed use aligns with the General Plan's Mountain Preservation designation by maintaining open space and providing a community-oriented recreational use.
3. The proposed zoning designation of Mountain Community Zone (MCZ), combined with site-specific provisions in the DA, is appropriate for the project.
4. The applicant has addressed key development considerations, including sewer and water service, fire suppression, access, parking, and zoning.
5. The Planning Commission forwarded a positive recommendation to the City Council on May 13, 2025.
6. The applicant has received preliminary approvals and feedback from relevant City departments and agencies through coordination with staff, providing a level of certainty sufficient for the applicant to proceed with the DA process.
7. The proposed project minimizes grading impacts and works within the constraints of the site's natural topography.

Conditions of Approval

8. Development Agreement Compliance – All development shall comply with the terms and conditions outlined in the approved Development Agreement, including:
 - Event center as a permitted use on this parcel only.
 - Approval of building and site plans by the City Council.
 - Reduced street frontage landscaping as specified.
 - Dedication of trail connections as necessary to link to the master-planned trail network.
 - Allowance of a single caretaker dwelling at the event center site.
 - Exemption from the Sensitive Lands Code 50-by-50-foot buildable area requirement, with no structures built on slopes over 30% (deck exceptions as specified).
 - Parking reduction to 65 stalls, with event policy and shuttle service to mitigate demand.
9. Infrastructure Requirements – Applicant shall be responsible for the design, permitting, and installation of all master-planned infrastructure on or adjacent to the site, including utility connections, hydrants, and access roads, in compliance with City Engineer and agency requirements.
10. Fire Safety Compliance – All fire access, hydrants, and turnaround areas shall meet Wasatch County Fire District standards and be approved prior to occupancy.
11. UDOT Access Approval – A limited-access permit from UDOT shall be obtained for the primary access point; any secondary access shall be approved by the Fire Chief and UDOT.
12. Utility Service Agreements – Applicant shall execute service agreements with the Jordanelle Special Service District (JSSD) for water and sewer prior to building permit issuance.
13. Impact Fees – All applicable City and agency impact fees shall be paid prior to issuance of a building permit.

ALTERNATIVES

1. Approve as proposed
 2. Approve as amended
 3. Continue
 4. Deny
-

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

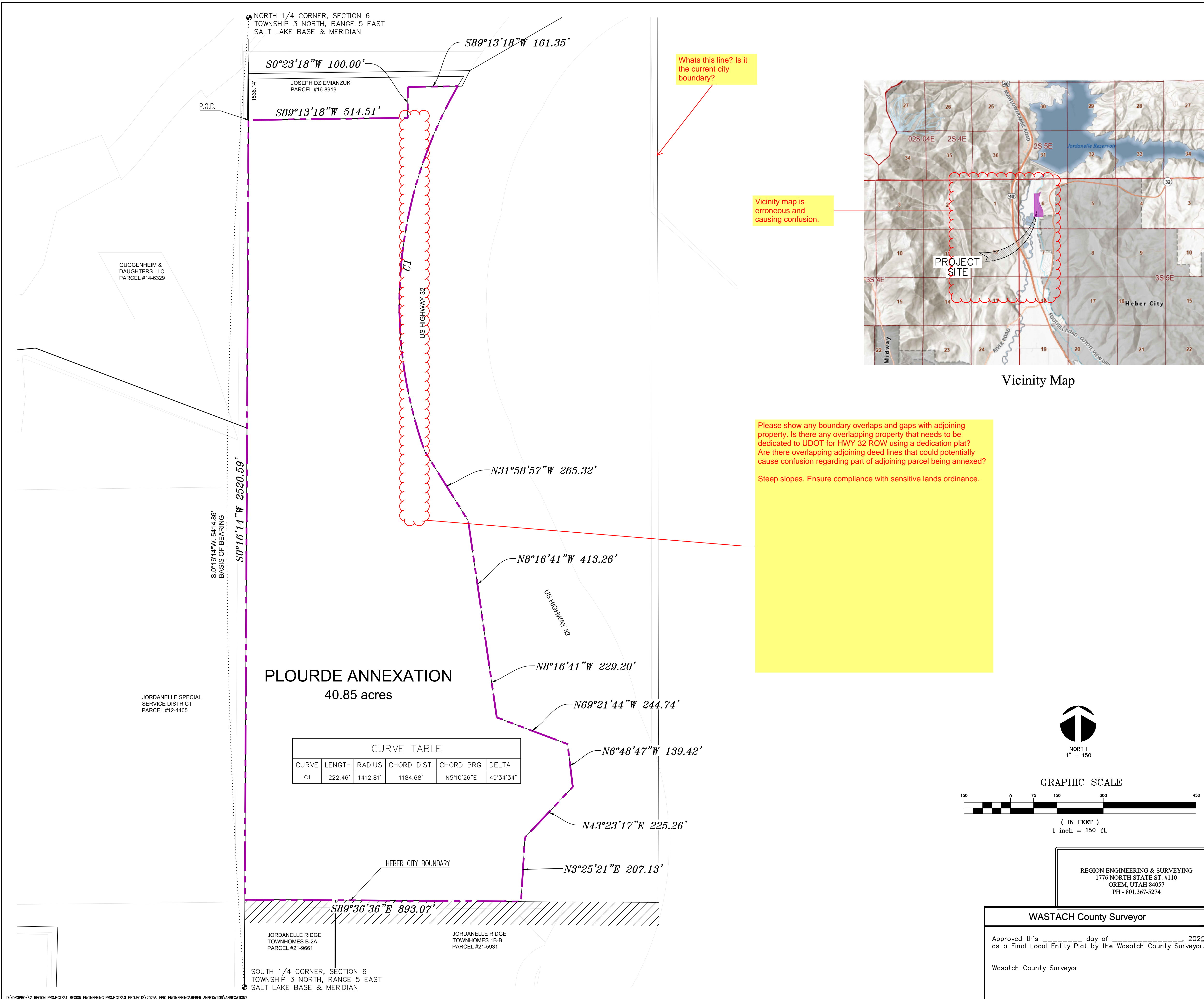
I move to **approve** Ordinance 2025-18 Plourde Annexation and Development Agreement as presented, with the findings and conditions as presented in the conclusion above.

ACCOUNTABILITY

Department: Planning
Staff member: Jacob Roberts, Planner

EXHIBITS

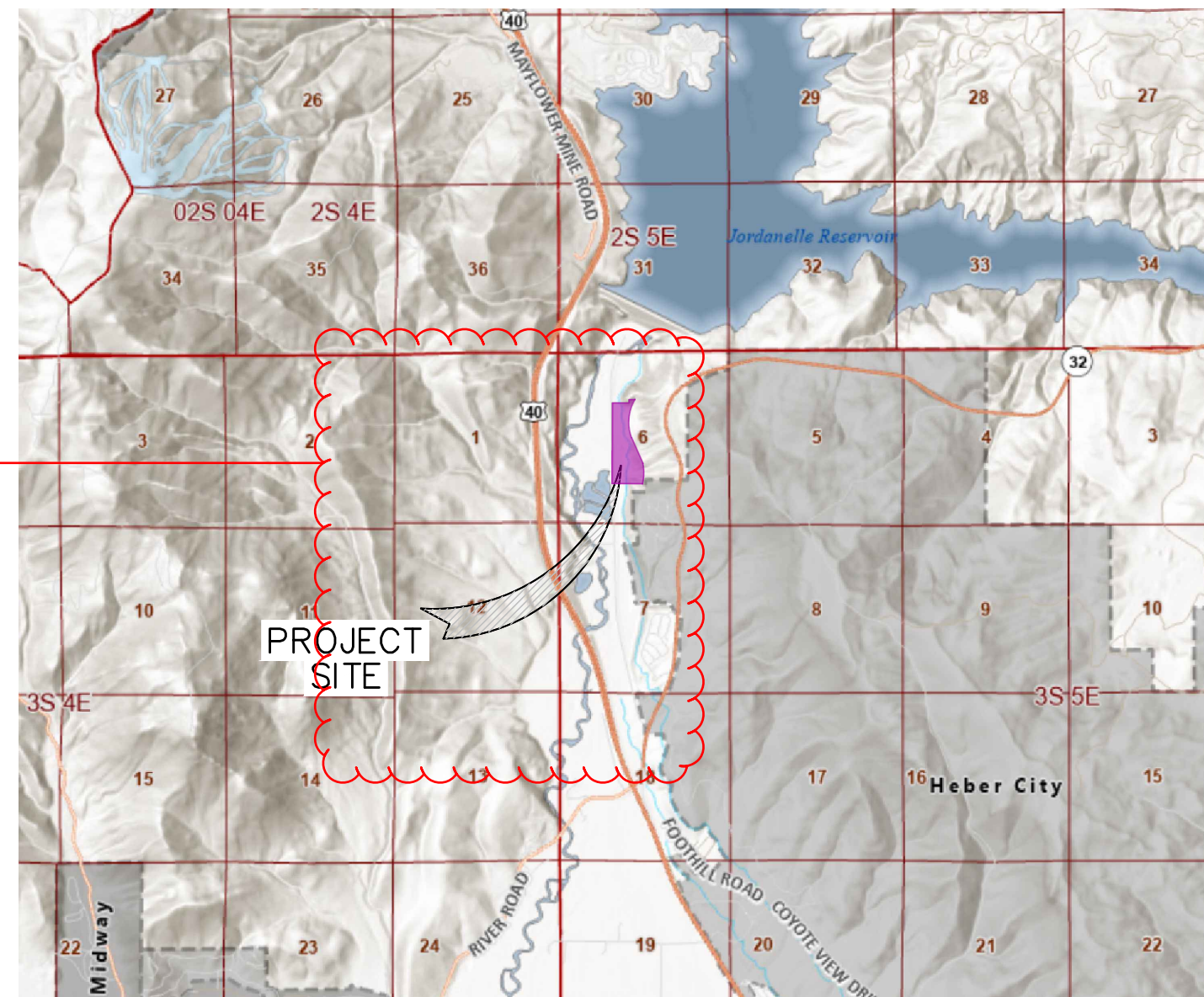
1. ANNEXATION Plat 241218 C 250313
2. Ord 2025-18 Plourde Annexation
3. Plourde Annexation City Council (PUBLIC HEARING) (AUGUST 19)
4. Plourde Annexation Agreement (FINAL)



Whats this line? Is it the current city boundary?

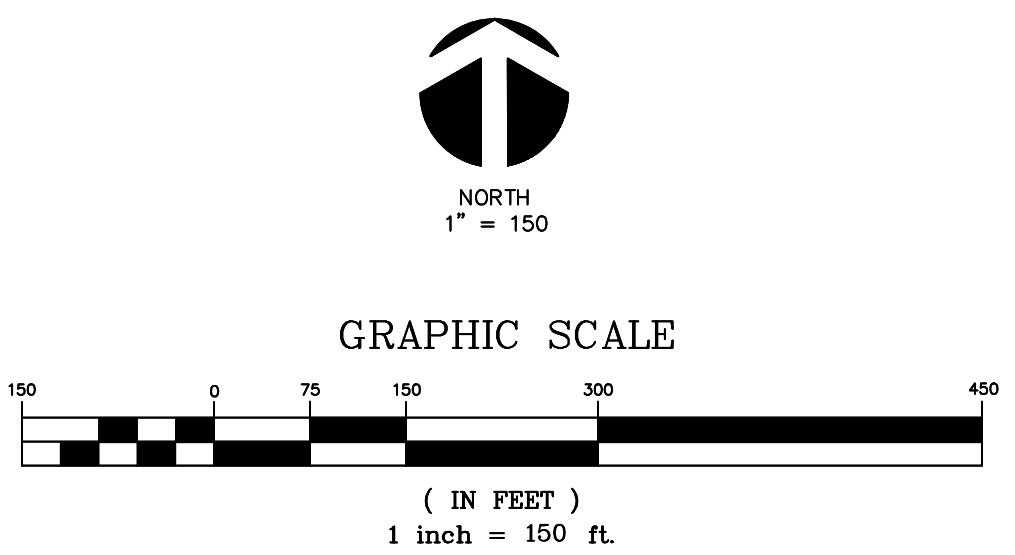
Vicinity map is erroneous and causing confusion.

Please show any boundary overlaps and gaps with adjoining property. Is there any overlapping property that needs to be dedicated to UDOT for HWY 32 ROW using a dedication plat? Are there overlapping adjoining deed lines that could potentially cause confusion regarding part of adjoining parcel being annexed? Steep slopes. Ensure compliance with sensitive lands ordinance.



Vicinity Map

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	1222.46'	1412.81'	1184.68'	N5°10'26"E	49°34'34"



REGION ENGINEERING & SURVEYING
1776 NORTH STATE ST. #110
OREM, UTAH 84057
PH - 801.367-5274

WASATCH County Surveyor
Approved this _____ day of _____, 2025,
as a Final Local Entity Plat by the Wasatch County Surveyor.
Date _____
Wasatch County Surveyor

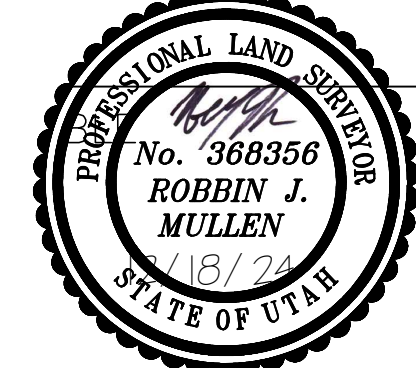
Surveyor's Certificate

I, Robbin J Mullen, certify that I am a Professional Land Surveyor and that I hold license no. 368356, in accordance with the professional engineers and land surveyors licensing act found in title 58, chapter 22 of the Utah code. I further certify that by the authority of the owners, I have made a survey of the tract of land shown on this plat and described below, have completed a survey of the property described on this plat in accordance with the Utah code section 17-23-17, have verified all measurements, and have placed monuments as represented on the plat. I further certify that the plat is true and correct to the best of my knowledge.

Boundary Description

A PARCEL OF LAND LOCATED IN THE WEST 1/4 OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE 1/4 SECTION LINE THAT IS S.0°16'14"W. 1536.14 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 6; THENCE S.0°16'14"W. ALONG THE 1/4 SECTION LINE 2520.59 FEET TO THE NORTH LINE OF THE HEBER CITY ANNEXATION PLAT (WEST JORDANELLE LLC AND JORDANELLE RIDGE INC) FILED AS ENTRY #481608; THENCE S89°36'36"E. ALONG SAID ANNEXATION 893.07 FEET TO THE WEST RIGHT-OF-WAY LINE OF HIGHWAY 32; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING 8 COURSES: 1) N.3°25'21"E. 207.13 FEET; 2) THENCE N.43°23'17"E. 225.26 FEET; 3) THENCE N.6°48'47"W. 139.42 FEET; 4) THENCE N.69°21'44"W. 244.74 FEET; 5) THENCE N.8°16'41"W. 229.20 FEET; 6) THENCE N.8°16'41"W. 413.26 FEET; 7) THENCE N.38°58'57"W. 265.32 FEET A POINT ON A NON-TANGENT, 1412.81-FOOT RADIUS CURVE TO THE RIGHT; 8) THENCE ALONG SAID CURVE 1222.46 FEET, HAVING A CHORD BEARING N.5°10'26"E. 1184.68 FEET;
(TO A POINT THAT IS S.59°59'45"W. 2093.45 FEET FROM THE JORDANELLE HARN STATION); THENCE ALONG PARCEL #16-8919 THE FOLLOWING 3 COURSES: 1) S.89°13'18"W. 161.35 FEET; 2) THENCE S.0°23'18"W. 100.00 FEET; 3) THENCE S.89°13'18"W. 514.51 FEET TO THE POINT OF BEGINNING.
CONTAINING 40.85 ACRES OF LAND.

THE BASIS OF BEARING FOR THIS SURVEY IS S.0°16'14"W. 5414.86 FEET BETWEEN THE NORTH 1/4 CORNER AND THE SOUTH 1/4 CORNER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN, BASED ON STATE PLANE COORDINATES, NAD83



December 18, 2024
Date

[Signature]
Surveyor

Acceptance by Legislative Body

THIS IS TO CERTIFY THAT WE THE UNDERSIGNED HAVE ADOPTED A RESOLUTION OF ITS INTENT TO ANNEX THE TRACT OF LAND OF LAND SHOWN HEREON AND HAVE SUBSEQUENTLY ADOPTED AN ORDINANCE ANNEXING SAID TRACT OF LAND INTO HEBER CITY, UTAH; AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HEREWITH ALL IN ACCORDANCE WITH UTAH CODE SECTION 10-2-418 AS REVISED AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT SHOWN AS A PART OF SAID HEBER CITY, AND THAT SAID TRACT OF LAND IS TO BE KNOWN AS THE HEBER MOON ANNEXATION.

DATED THIS _____ DAY OF _____, 202_____
MAYOR _____ DATE _____
CITY ATTORNEY _____ DATE _____
CITY ENGINEER _____ DATE _____
Attest: _____
City recorder _____ DATE _____

FINAL LOCAL ENTITY PLAT
Plat created December 18, 2024

PLOURDE ANNEXATION

LOCATED IN THE EAST 1/2 OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN

HEBER, WASATCH County, Utah
Scale: 1" = 150 Feet

WASATCH County Recorder

State of Utah, County of Wasatch, recorded and filed at the request of _____
Date _____ Time _____ Book _____ Page _____
\$ _____
Fee _____
Wasatch County Recorder

ORDINANCE NO. 2025-18

AN ORDINANCE ANNEXING PROPERTY KNOWN AS THE PLOURDE ANNEXATION
LOCATED AT APPROXIMATELY 6800 Ut-32, HEBER CITY, WASATCH COUNTY,
STATE OF UTAH.

WHEREAS, The Plourde Annexation is within the Heber City Annexation Policy Plan.

WHEREAS, The Plourde Annexation furthers the Envision Heber 2050 General Plan, adopted by Heber City.

BE IT ORDAINED by the City Council of Heber City, Utah, that the property known as the Plourde Annexation, as described in Exhibit A, attached hereto and incorporated herein, is hereby annexed into the City of Heber City and zoned as the MCZ Mountain Community Zone. The agreement outlined in Exhibit B is hereby adopted as part of this ordinance.

This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL this _____ day of _____ 2025.

	AYE	NAY	ABSENT	ABSTAIN
Yvonne Barney	_____	_____	_____	_____
Aaron Cheatwood	_____	_____	_____	_____
Michael Johnston	_____	_____	_____	_____
Sid Ostergaard	_____	_____	_____	_____
D. Scott Phillips	_____	_____	_____	_____

APPROVED:

Mayor Heidi Franco

ATTEST:

Date: _____

RECORDER

Exhibit A

Boundary Description

A PARCEL OF LAND LOCATED IN THE WEST ½ OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE ¼ SECTION LINE THAT IS S.0°16'14"W. 1536.14 FEET FROM THE NORTH ¼ CORNER OF SAID SECTION 6; THENCE S.0°16'14"W. ALONG THE ¼ SECTION LINE 2520.59 FEET TO THE NORTH LINE OF THE HEBER CITY ANNEXATION PLAT (WEST JORDANELLE LLC AND JORDANELLE RIDGE INC) FILED AS ENTRY #481608; THENCE S89°36'36"E. ALONG SAID ANNEXATION 893.07 FEET TO THE WEST RIGHT-OF-WAY LINE OF HIGHWAY 32; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING 8 COURSES: 1) N.3°25'21"E. 207.13 FEET; 2) THENCE N.43°23'17"E. 225.26 FEET; 3) THENCE N.6°48'47"W. 139.42 FEET; 4) THENCE N.69°21'44"W. 244.74 FEET; 5) THENCE N.8°16'41"W. 229.20 FEET; 6) THENCE N.8°16'41"W. 413.26 FEET; 7) THENCE N.38°58'57"W. 265.32 FEET A POINT ON A NON-TANGENT, 1412.81-FOOT RADIUS CURVE TO THE RIGHT; 8) THENCE ALONG SAID CURVE 1222.46 FEET, HAVING A CHORD BEARING N.5°10'26"E. 1184.68 FEET;

(TO A POINT THAT IS S.59°59'45"W. 2093.45 FEET FROM THE JORDANELLE HARN STATION); THENCE ALONG PARCEL #16-8919 THE FOLLOWING 3 COURSES: 1) S.89°13'18"W. 161.35 FEET; 2) THENCE S.0°23'18"W. 100.00 FEET; 3) THENCE S.89°13'18"W. 514.51 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARING FOR THIS SURVEY IS S.0°16'14"W. 5414.86 FEET BETWEEN THE NORTH 1/4 CORNER AND THE SOUTH 1/4 CORNER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN, BASED ON STATE PLANE COORDINATES, NAD83

Exhibit B

HEART OF THE WASATCH BACK



Plourde Annexation

City Council: Public Hearing

Date: 8/19/2025

Summary

- Ms. Plourde submitted an annexation Petition for the annexation of parcel 07-7086 to facilitate the construction of an event venue that works with the challenging topography of the parcel and maximizes the views from the parcel.
- The Annexation Petition was accepted by the City Council on January 7th , 2025
- The Planning Commission Recommended Approval of the Annexation Application on May 13, 2025
- The City Council is holding a Public Hearing on August 19th, 2025

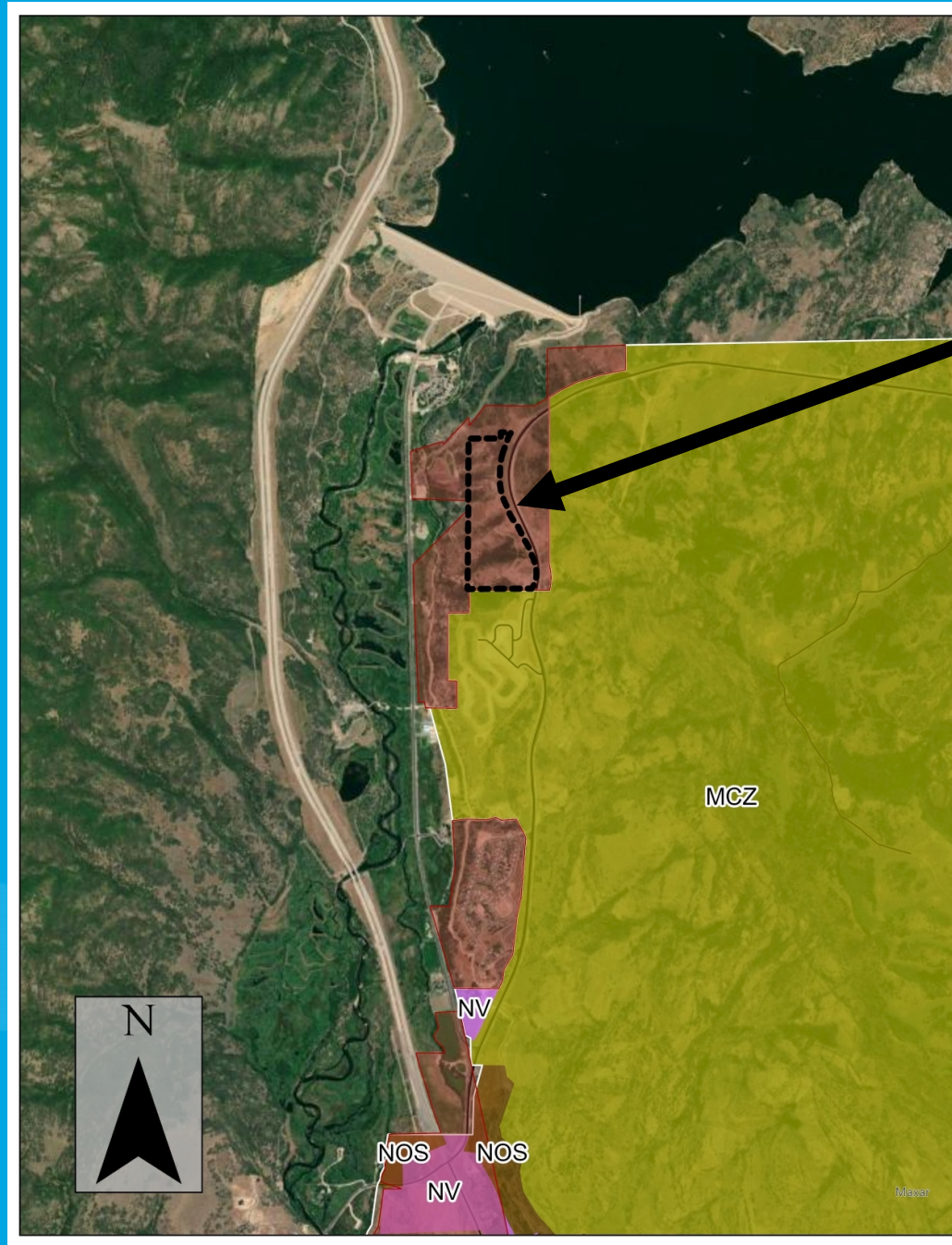
Planning Commission Recommendation

- The Planning Commission recommended approval on May 13th 2025.
- The motion included the following:
 - The event site be 8 acres
 - The sellable parcel be compliant with the Zone
 - The remainder of the property be placed in a conservation easement
- The motion passed
- The Property Owner has since removed the sellable parcel due to slope constraints of the site.

Policy Questions

- Will the City Council approve the Annexation and Development Agreement?

Area Map

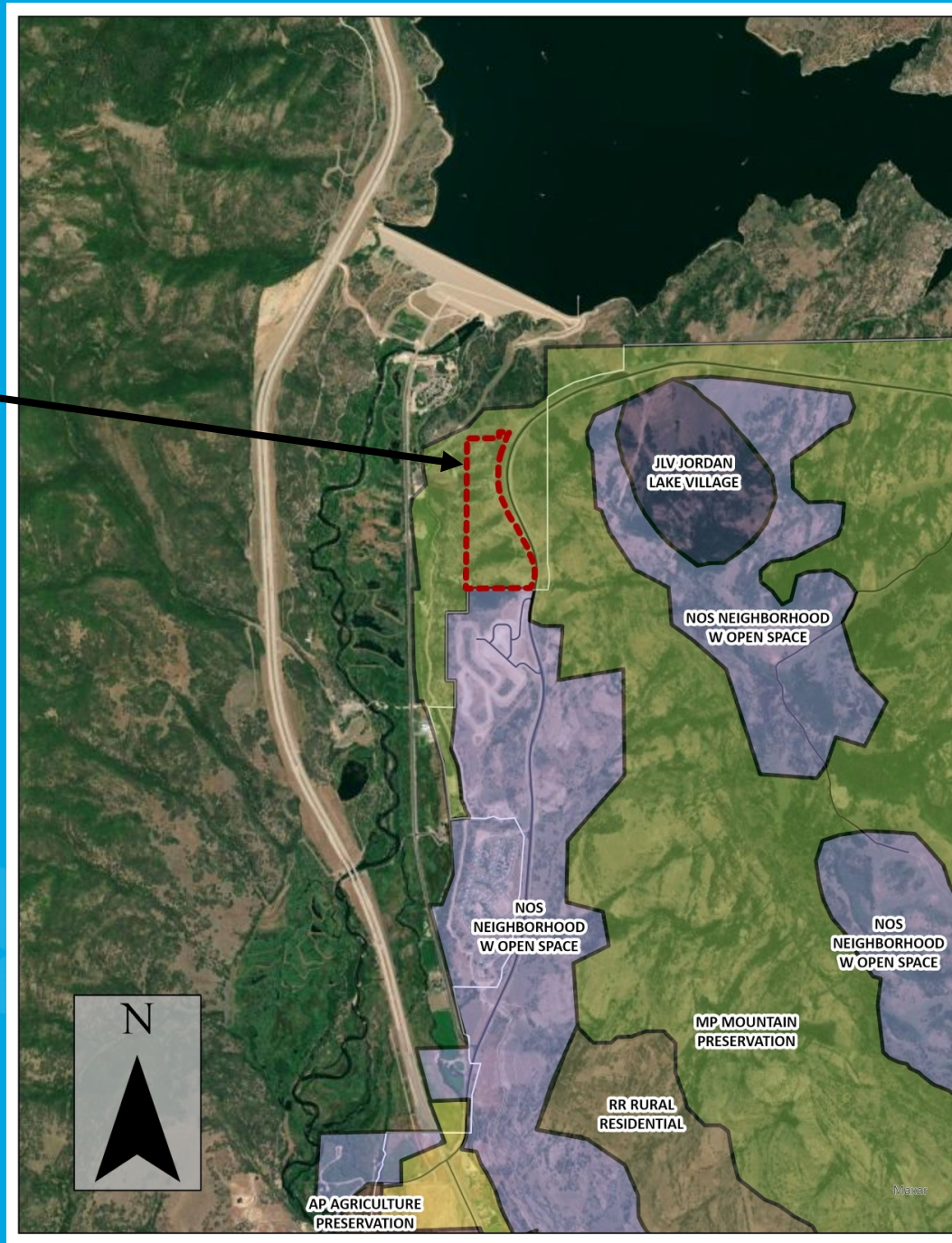


Plourde Annexation
Parcel 07-7086

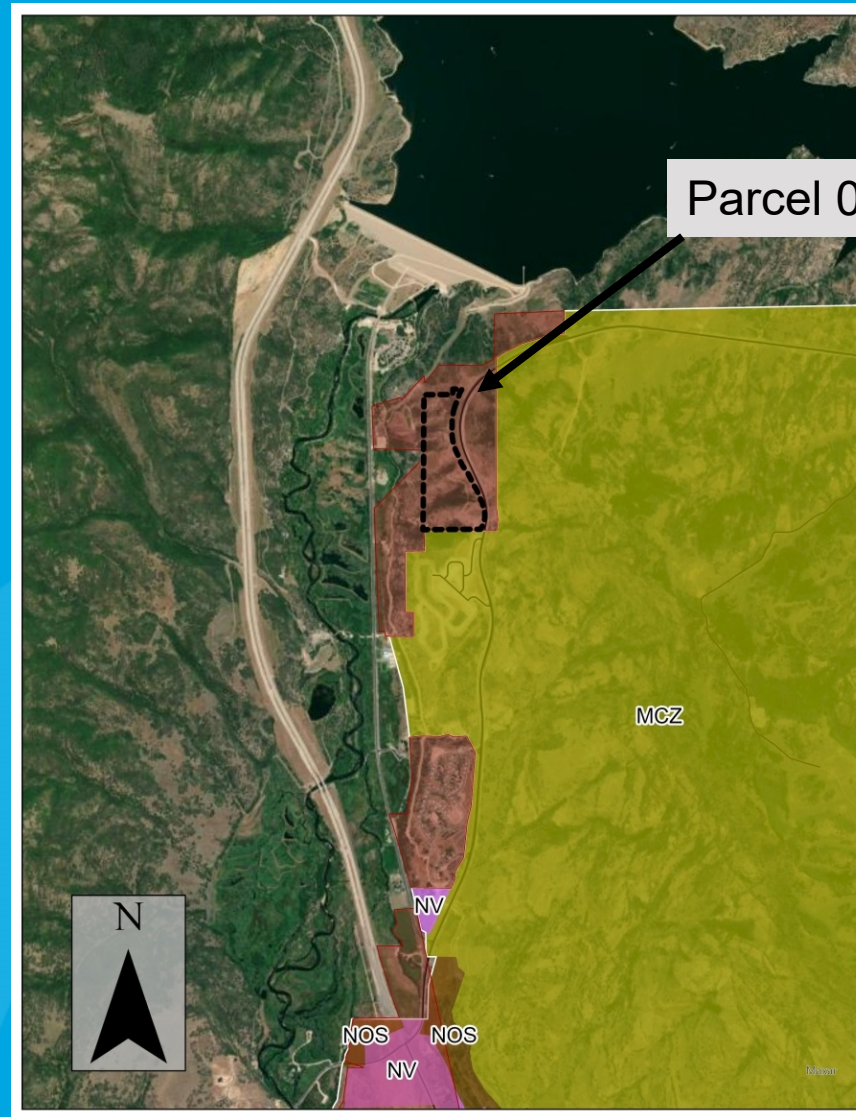
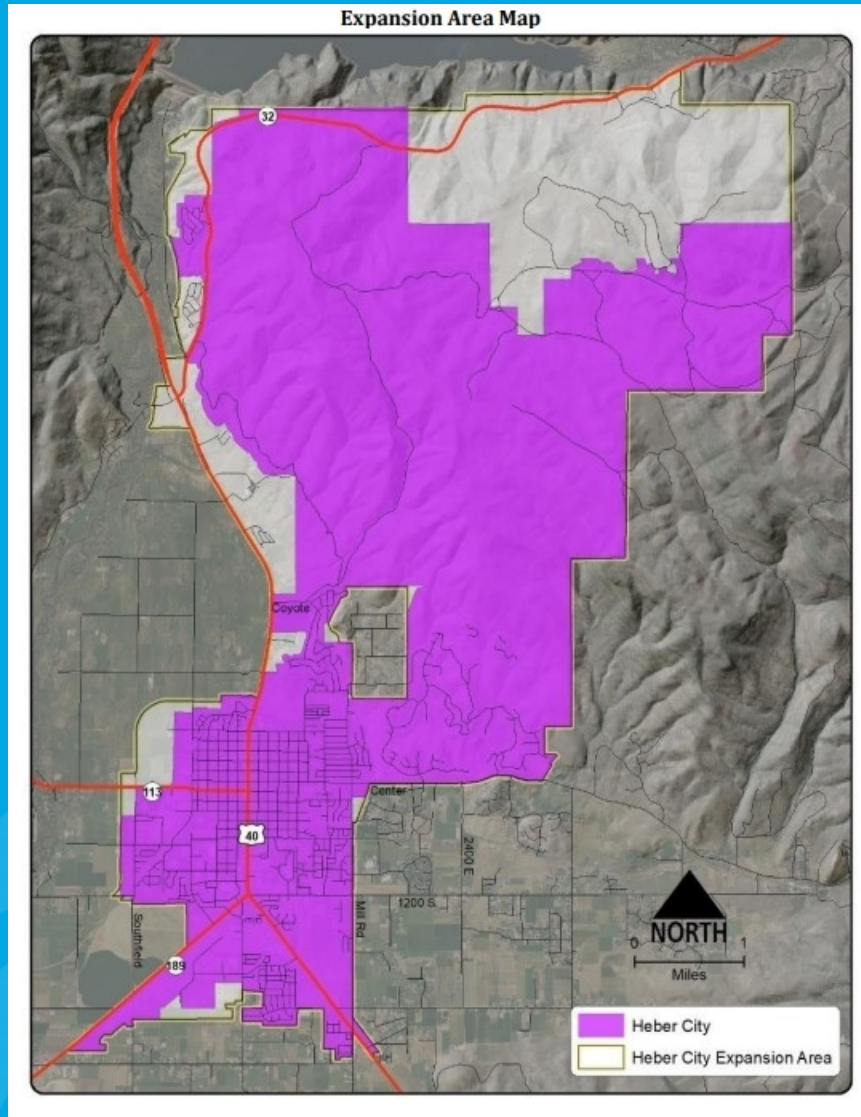
Future Land Use Designation

Parcel in Question

General Plan Designation:
Mountain Preservation



Annexation Policy Plan



Challenges and Solutions

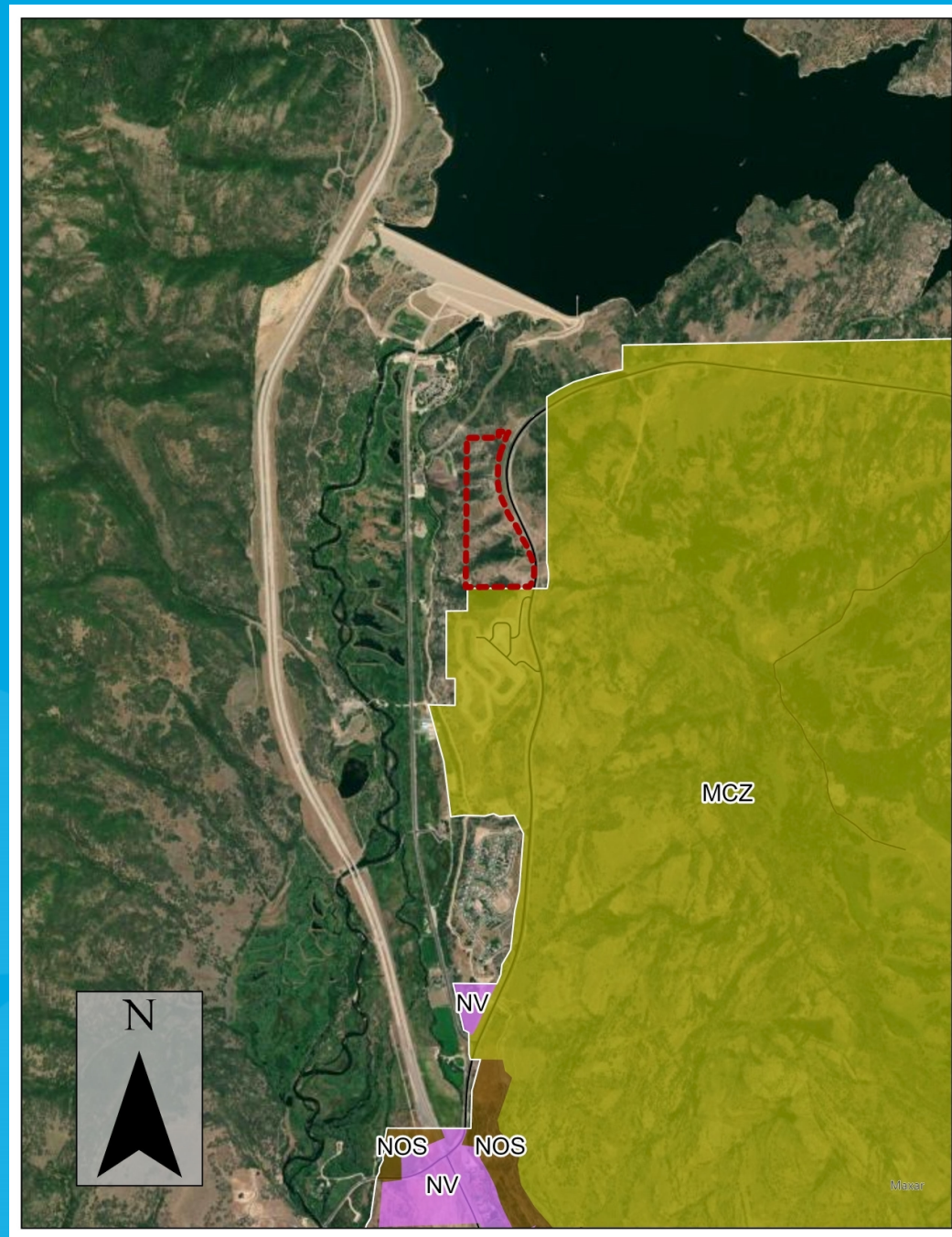
Concerns	Department	How we've addressed
Water	Building/JSSD	Originally, we thought water was located across highway. Now we've learned it is on our side of the road. Will connect per their requirements with pressure reducing mechanisms. Will purchase water share amount per JSSD calculations: .68 acre feet.
Sewer	Building/JSSD	Will connect to sewer on Hwy 32 (located on our side of the highway). Will use ejector pump as they've specified.
Access from Hwy 32	UDOT	UDOT limited access modification applied for and in process for approval
Secondary Access on Hwy 32	Fire	Exception likely to be granted per Fire Chief since UDOT is only permitting one access point.
Fire sprinklers	Fire	Not required per occupancy designation
Fire flow	Fire	Hydrant will be installed at property entrance. Fire truck parking/turnaround within 150' of the building.
Sensitive Lands Ordinance	Engineering	We are complying with SLO specifications, not building structures on slopes greater than 30%. See further detailed information below.
Permanent Restrooms	Building	We will have permanent restrooms as required by International Building Code

Power	Heber Light & Power	Power is accessible on the road. We will be responsible for all impact fees and line extension costs.
Widths & Grades for Driveway/Turnaround	Fire	We will comply with all required fire widths, grades, and approved materials (road base)

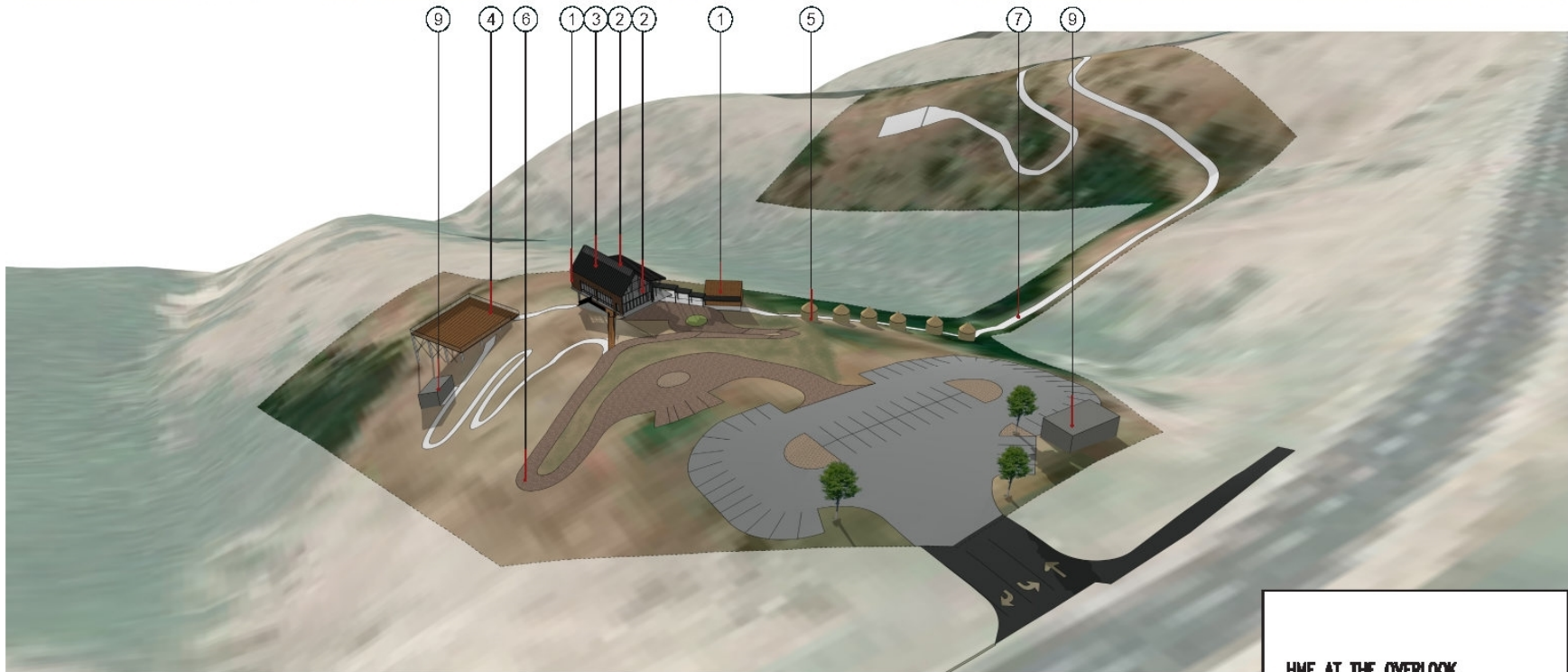
Zoning

The property will be zoned Mountain Community Zone (MCZ) with the following adjustments outlined in the MDA:


1. Future building and site plans will be included in the annexation process and will be subject to approval by the City Council.
2. Street frontage landscaping will be required only on 20 feet of each side of the main access point, extending 10 feet back from the property line.
3. Event Centers will be added as a permitted use, as outlined in the Development Agreement (DA).
4. Land will be dedicated, where necessary, to accommodate a trail consistent with the area's master planned trail network.
5. Provisions will be added for the possible construction of a caretaker dwelling at the site of the event center
6. Exemption from 50' x 50' buildable area requirement requested from the steep slopes portion of 18.67.010 (F)(1)
7. Provisions for Reduced Parking requirements
8. 8 Acres of the site will be utilized by the event center, the remainder will be placed in a conservation easement.



Building Design

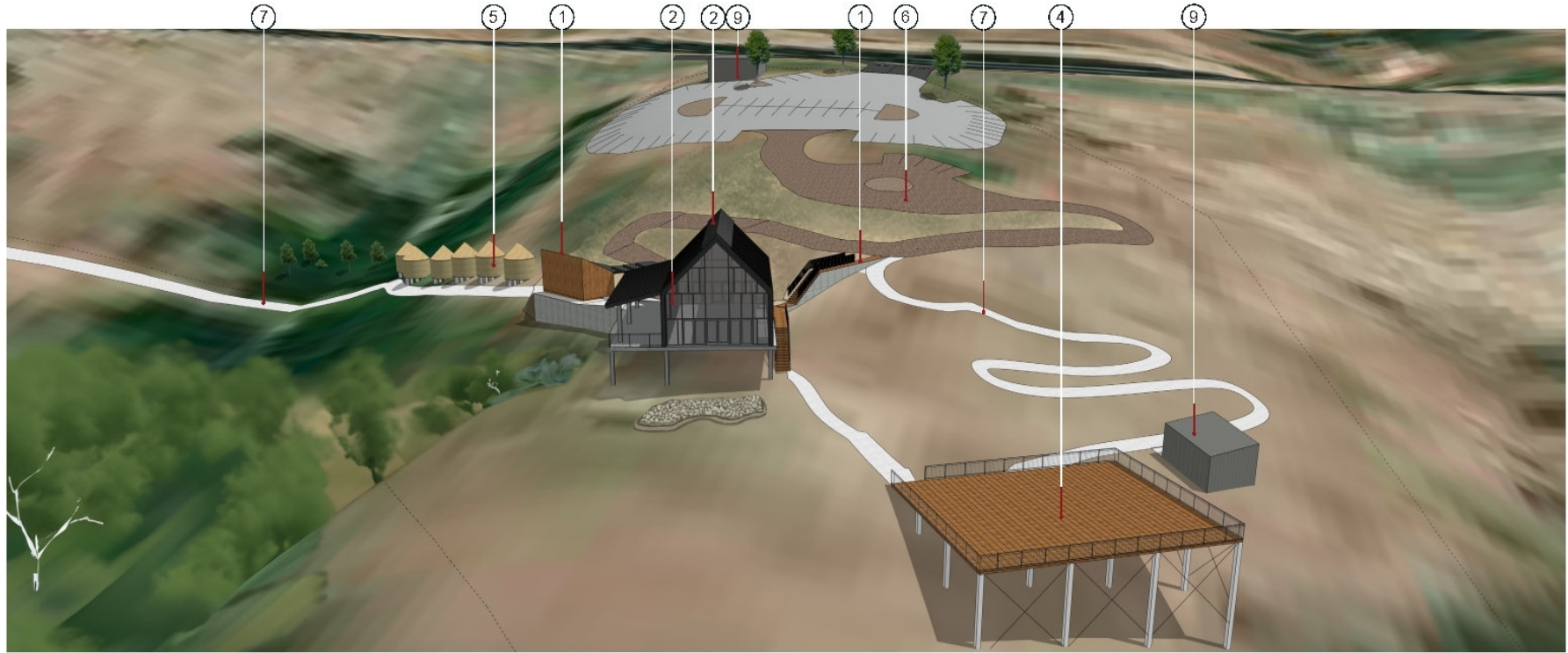


HME AT THE OVERLOOK
HEBER CITY, UT

 **RMS**
ARCHITECTURE

P.A. 002 0000
HEBER CITY, UT 84002-0000
PHONE (435) 894-0007
HEBER@RMSARCHITECTURE.COM

Building Design



PRIMARY MATERIALS



1. BRN. RCLMD. BARNWOOD

2. TEMPERED GLASS 1/2"

3. CORRUGATED BLK METAL PANEL

4. CUMARU WOOD PANELS

5. HEMP HEAVY WEIGHT CANVAS (OLIVE GREEN)

6. CRUSHER RUN / DGA

7. CRUSHER RUN / DGA

8. CONCRETE

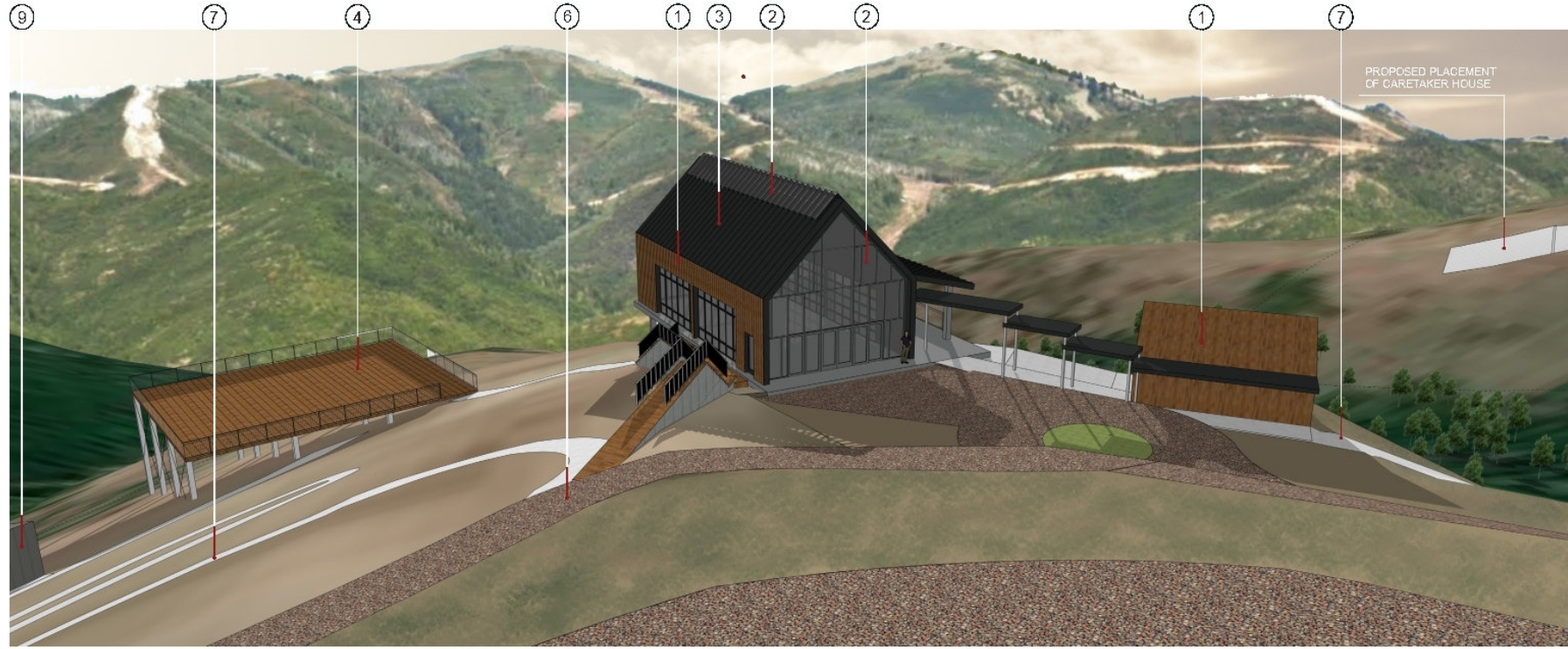
9. GALVANIZED STEEL

HME AT THE OVERLOOK
HEBER CITY, UT

RMS
ARCHITECTURE

P.O. BOX 60000
HEBER CITY, UT 84055-0000
PHONE: (435) 864-0007
WWW.RMSARCHITECTURE.COM

Building Design & Materials



PRIMARY MATERIALS



- 1. BRN. RCLMD. BARNWOOD
- 2. TEMPERED GLASS 1/2"
- 3. CORRUGATED BLK METAL PANEL
- 4. CUMARU WOOD PANELS
- 5. HEMP HEAVY WEIGHT CANVAS (OLIVE GREEN)
- 6. Crusher Run / DGA
- 7. Crusher Run / DGA
- 8. CONCRETE
- 9. GALVANIZED STEEL

HME AT THE OVERLOOK
HEBER CITY, UT

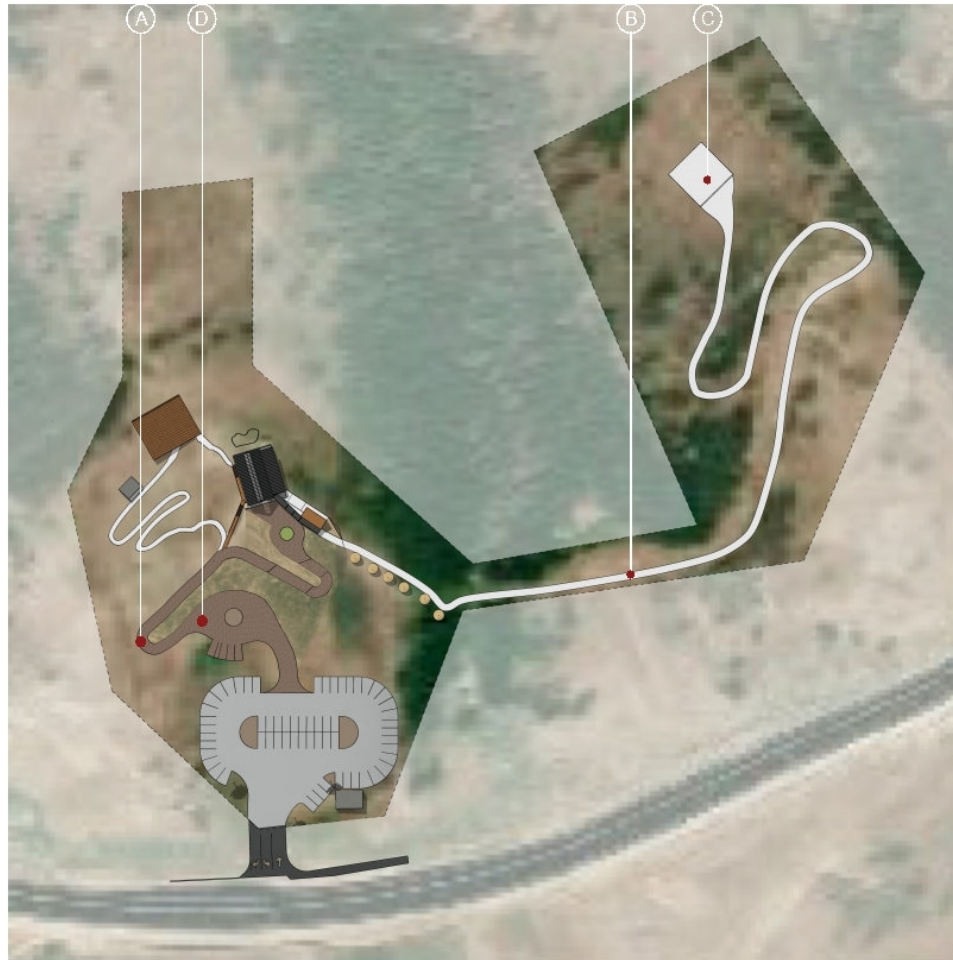
RMS
ARCHITECTURE

P.O. BOX 90000
HEBER CITY, UT 84050-0000
PHONE (435) 891-0017
www.rmsarch.com

Site Layout



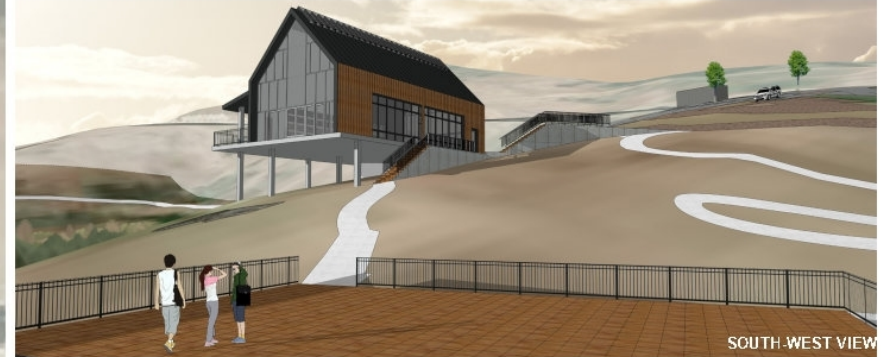
Site Design



- A. 12' road. Access limited to employees, golf carts, and foot traffic only.
- B. Potential future 8' road . Access limited to employees, golf carts, and foot traffic only.
- C. Future site for caretaker dwelling or other event support structures.
- D. Guest/fire truck access up to this point



NORTH-WEST VIEW



SOUTH-WEST VIEW



SOUTH-EASTVIEW

HME AT THE OVERLOOK
HEBER CITY ,UT



P.O. BOX 2000
HEBER CITY, UT 84003-0200
PHONE (435) 864-8887
www.rmsarch.com



Sensitive Lands Ordinance

18.67.010 Sensitive Lands, Hazards, And Agricultural Land Notification (F)(1)

1. Steep slopes: Identify areas with average slopes ranging from 10% to 20%, from 20% to 30%, and over 30%. Natural slopes over 30% grade are considered to be Steep Slopes and shall be identified on a Topographic Map (2' contours) of the project site. **Residential and commercial structures are prohibited in areas with natural slopes greater than 30%, but such areas may be included within a lot boundary or used as open space (private or public.) When lots contain areas of steep slopes, the buildable area shall be a minimum of 4000 square feet below 30% natural grade and with a minimum width and length of 50 feet.** Non-buildable steep slope areas of lots shall be identified on preliminary and final subdivision plats, with such information transferred to individual site plans. Roads, driveways, and trails are permitted to be built across natural slopes greater than 30% with approved geotechnical reports and engineering design addressing slope stability, retaining walls, and erosion prevention. Erosion control measures shall be installed to prevent materials flowing out onto adjacent trails, sidewalks and streets, adjacent fences and sensitive lands buffer areas.

Sensitive Lands Ordinance

Request:

The applicant is requesting an exemption from the required 50 foot by 50 foot buildable area.

The applicant has well over the required 4,000 square feet below 30% natural grade. (53,500 square feet)

The applicant has no plans to build on slopes greater than 30%.

An exemption to the requirement will allow greater site flexibility and thus further the preservation of the site.



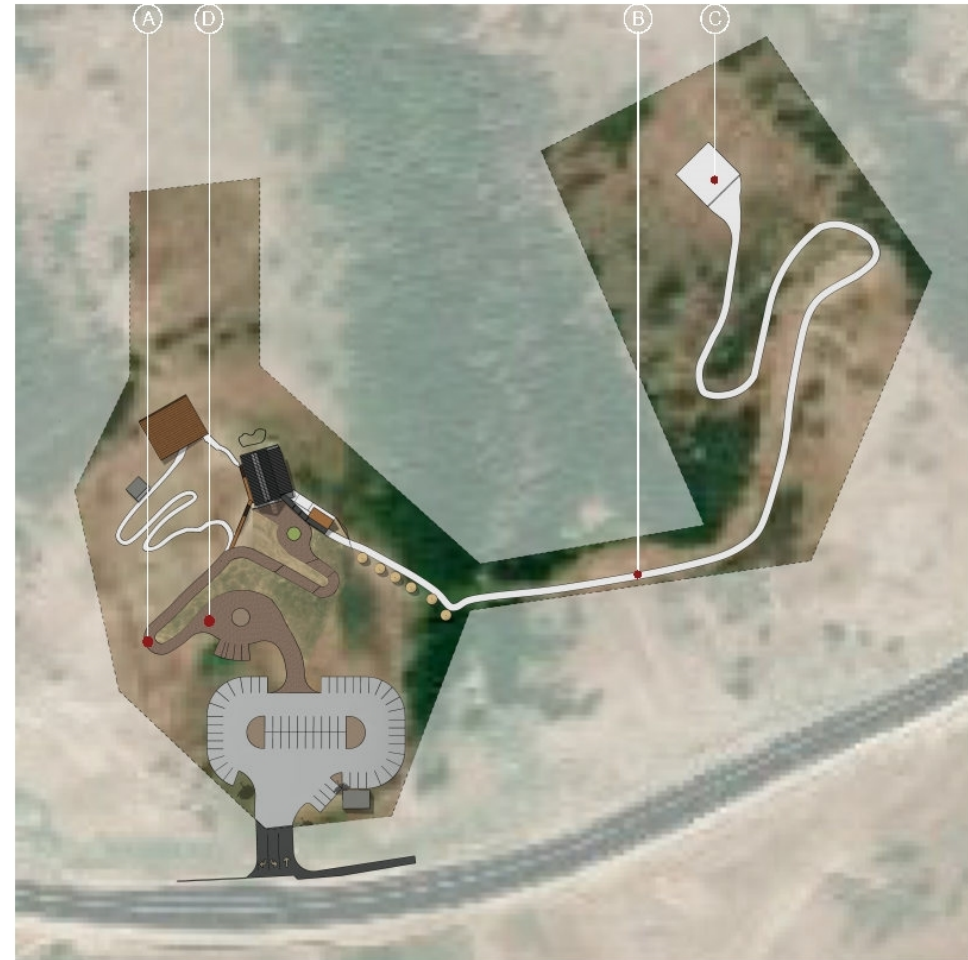
Parking Provisions

Current Zoning requires all auditoriums, sports arenas and places of assembly to have one parking space per two people.

Ms. Plourde's facility is designed to a capacity of 212 which would require 106 stalls

Presently, Ms. Plourde's plan provides 65 stalls on site. The applicant has provided details as to why this is sufficient including the following:

1. Most events will be destination type events and will utilize shuttles.
2. The property managers have the ability to restrict group sizes based on parking availability.
3. Very few events will have more than 150 attendees.



- A. 12' road. Access limited to employees, golf carts, and foot traffic only.
- B. Potential future 8' road . Access limited to employees, golf carts, and foot traffic only.
- C. Future site for caretaker dwelling or other event support structures.
- D. Guest/fire truck access up to this point

Applicant Parking Analysis

Wedding Venue Parking Analysis Weddings & Private Events Coordinated by Harvest Moon Events at Similar (Non-Resort/Hotel) Venues // 2022-Present

Name	Date	Location	Number of Guests	Shuttle v Drive	Shuttle Details	Estimated Number of Guest Vehicles	Estimated Number of Vendor/Staff Vehicles	Shuttle Pickup Location if Applicable	Parking Lot Specifics
Tiffany Schalf Weddng	2/11/22	River Bottom's Ranch	85	Shuttle	Holladay Motor Coaches	2	15-20	Sheraton PC	Dirt/gravel lot
Khan Wedding	3/12/22	River Bottom's Ranch	125	Shuttle	Snow Country Motor Coaches	2	15-20	Peaks Hotel PC	Dirt/gravel lot
Ayers Tumpowsky	5/21/22	4U Ranch	100	Shuttle	Snow Country Motor Coaches	4	10-15	Sheraton PC	Dirt/gravel lot
Wiborg Fletcher Wedding	6/4/22	Kimball Terrace	120	Shuttle	Exclusive Excursions Mini Coaches	0	5-10	Main Street PC	Street Parking or China Bridge
Carson Wedding	7/2/22	Private Ranch	170	Shuttle	Four Seasons Motor Coaches	10	20	PC various hotels	Dirt/gravel lot
Warshauer Wedding	7/9/22	Tuhaye	180	Shuttle	The Driver Provider Coaches	3	20-25	Empire Pass	Paved lot
Pyros Dzugan Wedding	8/6/22	River Bottom's Ranch	115	Shuttle	The Driver Provider Coaches	2	15-20	Double Tree & Peaks	Dirt/gravel lot
Frank Panushka	3/18/23	River Bottom's Ranch	140	Shuttle/Drive	Snow Country Motor Coaches	40	15-20	Kimball Junction	Dirt/gravel lot
Sulistyo Wedding	6/17/23	River Bottom's Ranch	180	Shuttle	The Driver Provider Coaches	5	15-20	Hotel PC & Peaks	Dirt/gravel lot
Newhall Heiner Wedding	7/8/23	Rice Eccles Stadium	160	Shuttle/Drive	Ubers and self-drove	55	15-20	n/a	Paved lot
Evercore Corporate Dinner	2/29/24	Riverhorse Park City	60	Shuttle	Snow Country Motor Coaches	0	5-10	Stein Erikson	Street Parking or China Bridge
Gozney Corporate Luncheon	8/22/24	Provo River Park	40	Shuttle	Snow Country Vans	0	5	Corporate Office	Limited Park parking
Roberts Miller Wedding	10/5/24	Town Lift Bridge PC	120	Shuttle/Drive	Guests took Ubers, Public Transport, Walked, or Self-Drove	25-30	5-10	n/a	Street Parking or China Bridge
Sundance Event	1/24/25	Riverhorse Park City	150	Shuttle/Drive	Public Transport & Ubers	0	0	n/a	Sundance - no parking allowed - shuttle only
Evercore Corporate Dinner	2/26/25	Riverhorse Park City	60	Shuttle	Snow Country Motor Coaches	0	5-10	Stein Erikson	Street Parking or China Bridge

General Notes:

This sample includes venues that are most similar to The Glass Barn: stand-alone, non-resort/hotel venues. It also includes events that are most similar to the style of events we'll be facilitating: destination weddings and rehearsal dinners, private corporate dinners, etc.

We anticipate most guests to arrive via shuttles from nearby lodging facilities.

Local drive-in events will also be welcome, but guest count will be limited to what our parking lot can hold. Since we will be managing the event, we can regulate the number of vehicles that will be permitted on site and/or require shuttles that pickup/drop off from lodging locations or Park & Ride lots.

Most events will have 10-20 vendor vehicles.

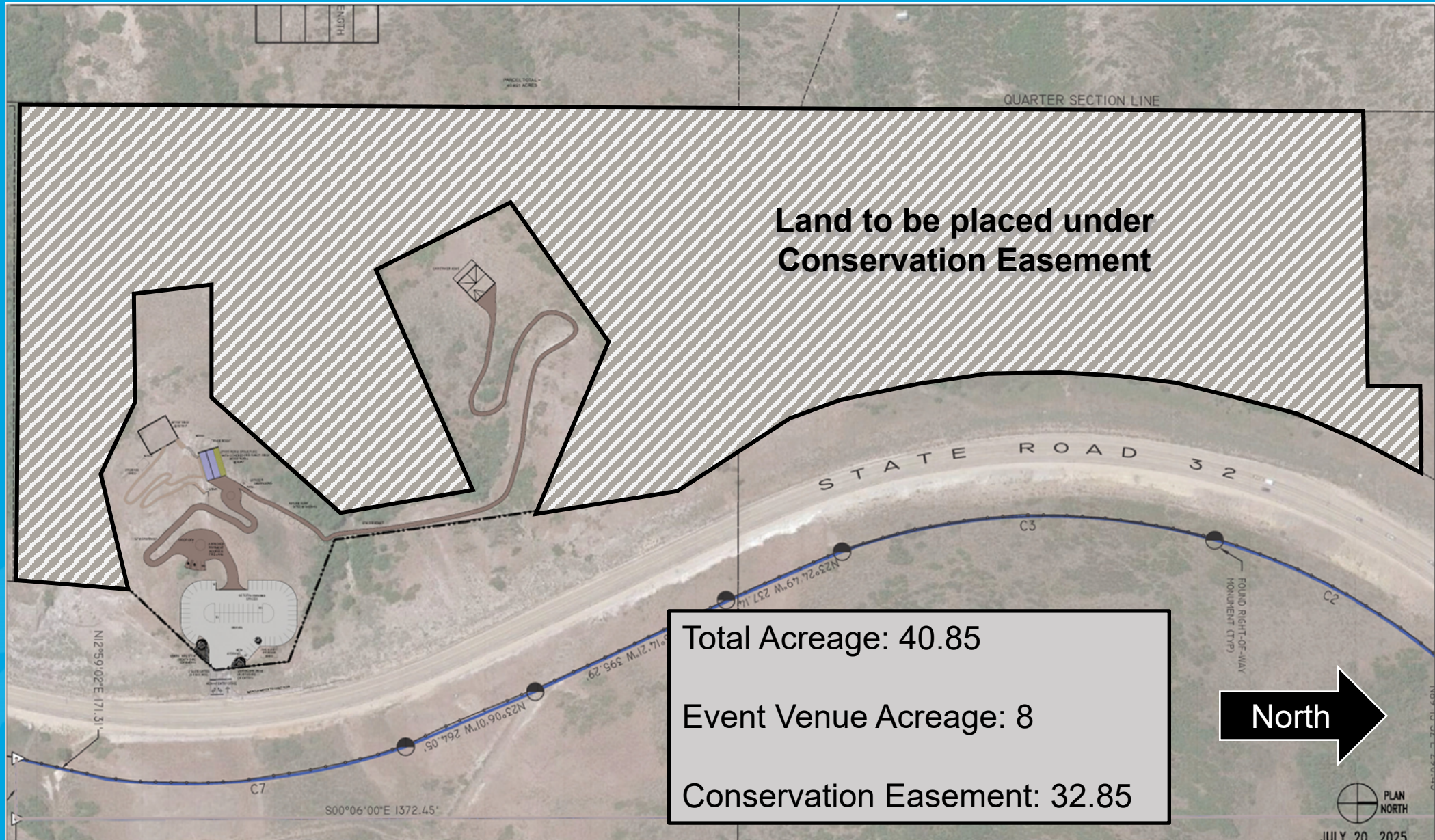
Most events will have a few guest vehicles for those not on shuttles (VIPs, early arrivals, ADA access, etc.).

Most events will be fewer than 125 guests.

Out of this sample study, the only event that would not have worked at our venue was the Newhall Wedding (Rice Eccles)--this was a local wedding where everyone drove. Should Rice Eccles have been more limited on parking capacities, the client would have hired shuttles.

See included Trip Generation Study Required by UDOT, completed by Hales Engineering. Attached in Staff Report

Conservation Easement = 32.85 Acres



Policy Questions

- Will the City Council approve the Annexation and Development Agreement?

HEART OF THE WASATCH BACK



Plourde Annexation

City Council: Public Hearing

Date: 8/19/2025

When recorded return to:

Heber City Corporation
Attn: City Recorder
75 North Main Street
Heber City, UT 84032

Parcel No. 00-0007-7086

**DEVELOPMENT AGREEMENT
(Plourde Annexation)**

THIS DEVELOPMENT AGREEMENT entered into this 19th day of August, 2025, by and between **Heber City**, a Utah municipality (“City”) and **Harvest Moon Events, LLC**, a Utah limited liability company (“Owner”). Owner and City are, from time to time, hereinafter referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Owner is the owner of an approximately 40.58 acres of real property located at approximately 6800 Ut-32, Heber City, UT 84032 and designated as Parcel Number 00-0007-7086 (the “Property”). An annexation plat including a legal description of the Property is attached hereto as Exhibit A; and

WHEREAS, the Property is currently within unincorporated Wasatch County and is currently undeveloped land.

WHEREAS, Owner has submitted a petition to annex the Property into the City; and

WHEREAS, City has approved the annexation of the Property to the City subject to the terms and conditions of this Development Agreement.

WHEREAS, the City, acting pursuant to its authority under Utah Code Ann. §10-9a-101, *et. seq.*, in compliance with the Heber City Land Use Code, and in furtherance of its land use policies, goals, objectives, ordinances and regulations, has made certain determinations with respect to the Property, and therefore has elected to approve and enter into this Agreement to advance the policies, goals and objectives of the City, and to promote the health, safety and general welfare of the public.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

1. **Zoning.** Upon annexation into the City, the Property shall be zoned Mountain Community Zone (MCZ) and shall be used and developed consistent with the requirements of the Mountain Community Zone.
2. **Building Site Plans and Design.** The property owner shall construct the future venue consistent with the plans and elevations attached hereto as Exhibit B.
3. **Landscaping.** Owner shall install landscaping on 20 ft of either side of the main entrance with a depth of 10 ft. The required landscaping is shown on site plan in Exhibit B.
4. **Permitted Uses.** Event Centers shall be included as a permitted use for this Property.
5. **Master Planned Trail Network.** Owner will dedicate land (where necessary) to accommodate a trail consistent with the area's master planned trail network.
6. **Sensitive Lands Ordinance.** The minimum standard of a 50-foot x 50-foot building pad, as required by the Sensitive Lands Ordinance, will not apply to buildable area of this Property. Structures such as decks may span areas over 30% slope, but footings and foundations shall only be constructed on areas of 30% slope or less.
7. **Required Parking.** Owner shall be responsible to provide not less than 65 onsite parking stalls. Owner shall not be permitted to park venue guests in the Highway 32 right of way or at informal "park and ride" dirt lots at the intersection of Hwy 32 and Hwy 40.
8. **Conservation Easement.** Owner shall convey 32.85 acres of the Property into a conservation easement prior to January 1, 2027.
9. **Vested Rights.** The Parties intend that this Agreement grants to Owner all rights to develop the Project in fulfillment of this Agreement, the City's current laws (the "Vested Laws"), and the zoning of the Property. The Parties specifically intend that this Agreement grant to Owner the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2024).
10. **Exceptions to Vested Rights.** The vested rights are subject to the following exceptions:
 - a. **Agreed to Regulations.** City's future laws or other regulations to which the Owner agrees in writing;
 - b. **State and Federal Compliance.** City's future laws or other regulations that are enacted or required to comply with State or Federal laws or regulations;
 - c. **Development Review Processes.** Amendments or changes to the City's application processes, review criteria, required application materials or submittal checklists that are generally applicable, and do not materially impact (i) the ability of Owner to develop the Project in accordance with this Agreement;

d. **Safety Codes.** Any City's future laws that are updates or amendments to building, fire, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are enacted to meet legitimate concerns related to public health, safety or welfare;

e. **Engineering Standards.** Amendments or changes to the City's Engineering Standard Drawings and Specifications provided that the amendments or changes (i) do not materially impact the ability of Owner to develop the Project in accordance with this Agreement, or (ii) are not enacted as a means to reduce or limit the ability of Owner to develop the Lots in accordance with this Agreement.

f. **Taxes.** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, or similarly situated persons and entities;

g. **Fees.** Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

h. **Impact Fees.** Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City pursuant to Utah Code Ann. Section 11-36a-101 (2024) et seq.;

i. **Planning and Zoning Modifications.** Changes by City to its planning principles and design standards such as architectural or design requirements, setbacks or similar items so long as they don't materially impact the ability of Owner to develop the Lots in accordance with this Agreement; and

j. **Compelling, Countervailing Interest.** Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(ii)(A) (2024).

11. **Default and Remedies.** Any failure by any party to perform any term or provision of this Agreement, which failure continues uncured for a period of ten (10) calendar days following the receipt of written notice of such failure from the other party shall constitute a "Default" under this Agreement.

10.1 **Notice.** Any notice of default ("Default Notice") shall: (1) specify the claimed event of Default; (2) identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default; (3) identify why the claimed Default is claimed to be material; and (4) specify the manner in which said failure may be satisfactorily cured.

10.2. **Cure.** Following receipt of a Default Notice, the defaulting Party shall have thirty (30) days in which to cure such claimed Default (the "Cure Period"). If more than 30 days is

required for such cure, the defaulting Party shall have such additional time as is reasonably necessary under the circumstances in which to cure such Default so long as the defaulting Party commences such cure within the Cure Period and pursues such cure with reasonable diligence. City may, in City's sole discretion, withhold permits or approvals during any Cure Period.

10.3. Owner's Exclusive Remedy. Owner's sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this Agreement and City's obligations under this Agreement. **IN NO EVENT SHALL CITY BE LIABLE TO OWNER, ITS SUCCESSORS OR ASSIGNS, OR ANY OWNER, PROPERTY OWNER OR OTHER PARTIES UNDER THIS AGREEMENT, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.**

10.4 City's Remedies Upon Default. In addition to all other remedies available at law or in equity, City shall have the right to withhold all further reviews, approvals, licenses, building permits and other permits for development of the Property in the case of a Default by Owner, until the Default has been cured. City shall further have the right to draw on any security posted or provided in connection with the Property and relating to remedying of the particular Default.

12. **Fees.** Owner shall be required to pay all permit fees, building permit fees, inspection fees, impact fees or other fees imposed by the City as set forth in the City Code and the City's consolidated fee schedule.

13. **Entire Agreement.** This Agreement, including its Exhibits, 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. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City and of the Owner.

14. **Time is of the essence.** 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.

15. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and continue for a period of thirty (30) years. Unless otherwise agreed between the City and the Owner, the Owner's vested interests and rights contained in this Agreement expire at the end of the Term, or upon termination of this Agreement. Upon termination of this Agreement, the obligations of the Parties to each other hereunder shall terminate, but none of the dedications, easements, deed restrictions, licenses, building permits, or certificates of occupancy granted prior to the expiration of the term or termination of this Agreement shall be rescinded or limited in any manner.

16. **No Third-Party Beneficiary Rights.** This Agreement is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any third-party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby.

17. **Recording.** This Agreement shall be recorded with the Wasatch County Recorder as soon as reasonably practicable and no later than thirty (30) days after a binding vote of the City Council approving the Agreement. The City Recorder shall cause to be recorded, at the Owner's expense, a fully executed copy of this Agreement in the Official Records of the County of Wasatch no later than the date on which the first plat for the Project is recorded.

18. **Notices.** Any notice or communication required hereunder between the City and the Owner must be in writing and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United State mail. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address to which notices or communications shall be given. Such notices or communications shall be given to the Parties at their addresses as set forth below:

The City:

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

Owner

Harvest Moon Events, LLC
c/o Kasey Plourde
4484 South Parkview Drive
Millcreek, UT 84124

19. **Insurance and Indemnification.** Owner shall defend and hold the City and its officers, employees and consultants harmless for any and all claims, liability and damages arising out of the negligent actions or inactions of such Owner, its agents or employees pursuant to this Agreement, unless caused by the City's gross negligence or willful misconduct.

20. **Bodily Injury and Property Damage Insurance.** Owner agrees to and shall indemnify and hold the City and its elected and appointed boards, officers, agents, employees, and consultants harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) rising from or as a result of the death of any person or any accident, injury, loss or damage to any person or property directly caused by any acts done or omissions of Owner or its agents, servants, employees or contractors in connection with this

Agreement, except for willful misconduct or negligent acts or omissions of the City or its elected or appointed boards, officers, agents, employees or consultants.

21. **Binding Effect.** If Owner conveys any portion of the Property or buildings to one or more owners or sub-Owners, the property so conveyed shall have the same rights, privileges, and shall be subject to the same limitations and rights of the City, applicable to such properties under this Agreement prior to such conveyance, without any required approval, review, or consent by the City, except as otherwise provided herein.

22. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have.

23. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.

24. **Other Necessary Acts.** Each Party shall execute and deliver to the other Party any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement and to provide and secure to the other Party the full and complete enjoyment of its rights and privileges hereunder.

25. **Covenants Running with the Land and Manner of Enforcement.** The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties, and to their respective successors, heirs, assigns and transferees. Notwithstanding anything in this Agreement to the contrary, the owners of the individual lot in the Project shall have no right to bring any action under this Agreement as a third-party beneficiary. The City may look to the Owner, its successors and/or assigns, or the lot owners for performance of the provisions of this Agreement relative to the portions of the Projects owned or controlled by such party. The City may, but is not required to, perform any obligation of the Owner that the Owner fails adequately to perform. Any cost incurred by the City to perform or secure performance of the provisions of this Agreement shall constitute a valid lien on the Project, including prorated portions to the individual lots or units in the Project.

26. **Amendment.** Unless otherwise stated in this Agreement, the Parties may amend this Agreement from time to time, in whole or in part, by mutual written consent. No amendment or modification to this Agreement shall require the consent or approval of any person or entity having any interest in the specific lot, or other portion of the Project. Each person or entity (other than the City and the Owner) that holds any beneficial, equitable, or other interests or encumbrances in all or any portion of the Property at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement. Each such person or entity agrees to provide written evidence

of that subjection and subordination within fifteen (15) days following a written request for the same from, and in a form reasonably satisfactory to, the City and/or the Owner.

27. **Waiver of Rights Under Utah Code Section 10-9a-532.** The Parties have been represented by an attorney throughout this process. Owner acknowledges that this Agreement does not restrict any of Owner's rights under clearly established state law or that Owner has been advised in writing of any such rights being restricted. As an essential term of this Agreement, Owner hereby waives any claim that any term of this Agreement is void, illegal, invalid, or unenforceable as the result of any failure on the City's part to disclose in writing any rights being restricted by this Agreement.

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 _____, 2025.

HEBER CITY:

By: _____
Heidi Franco, Mayor

ATTEST:

Heber City Recorder

DATED this _____ day of _____, 2025.

Harvest Moon Events, LLC

By: _____

Print Name: _____

Title: _____

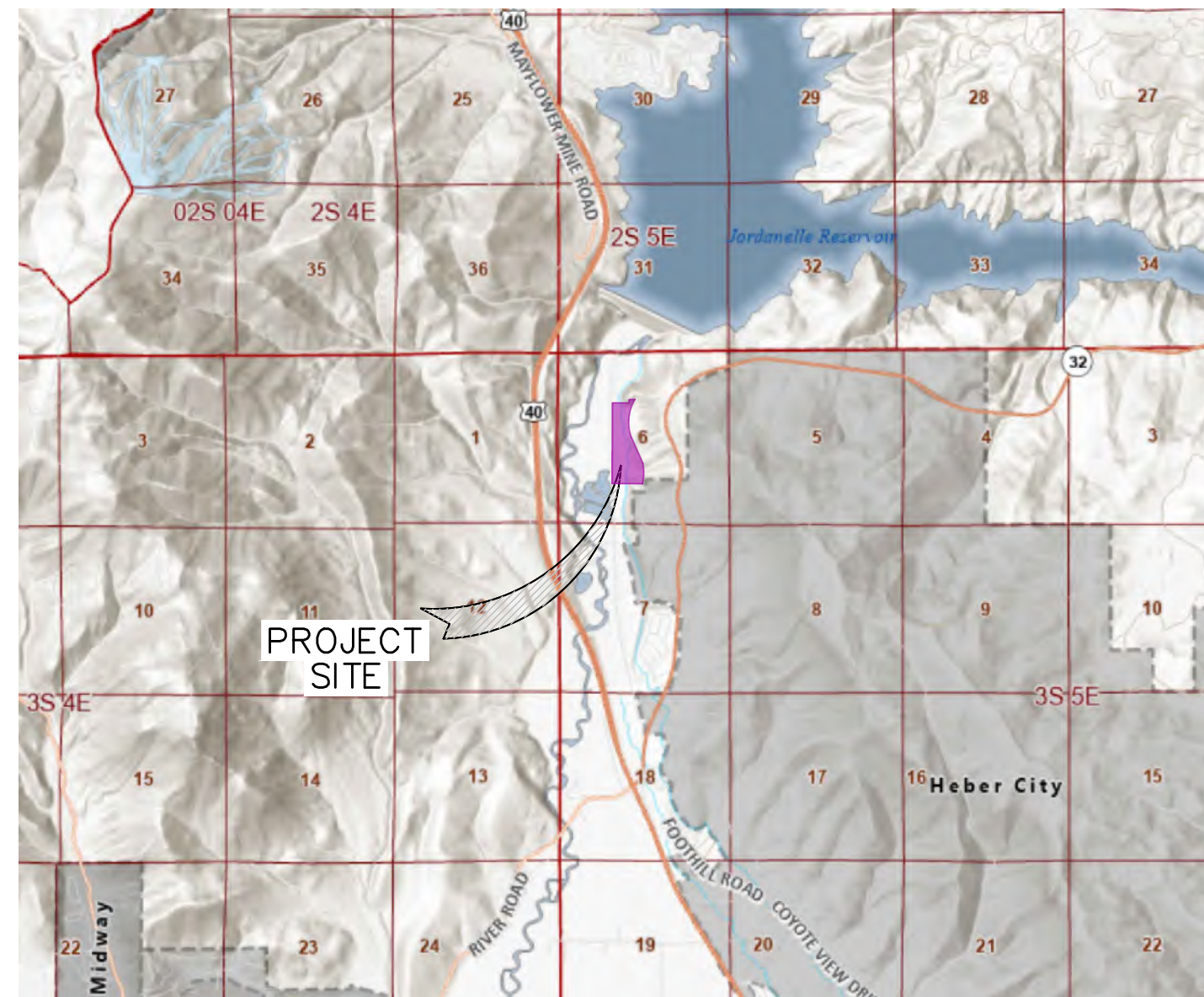
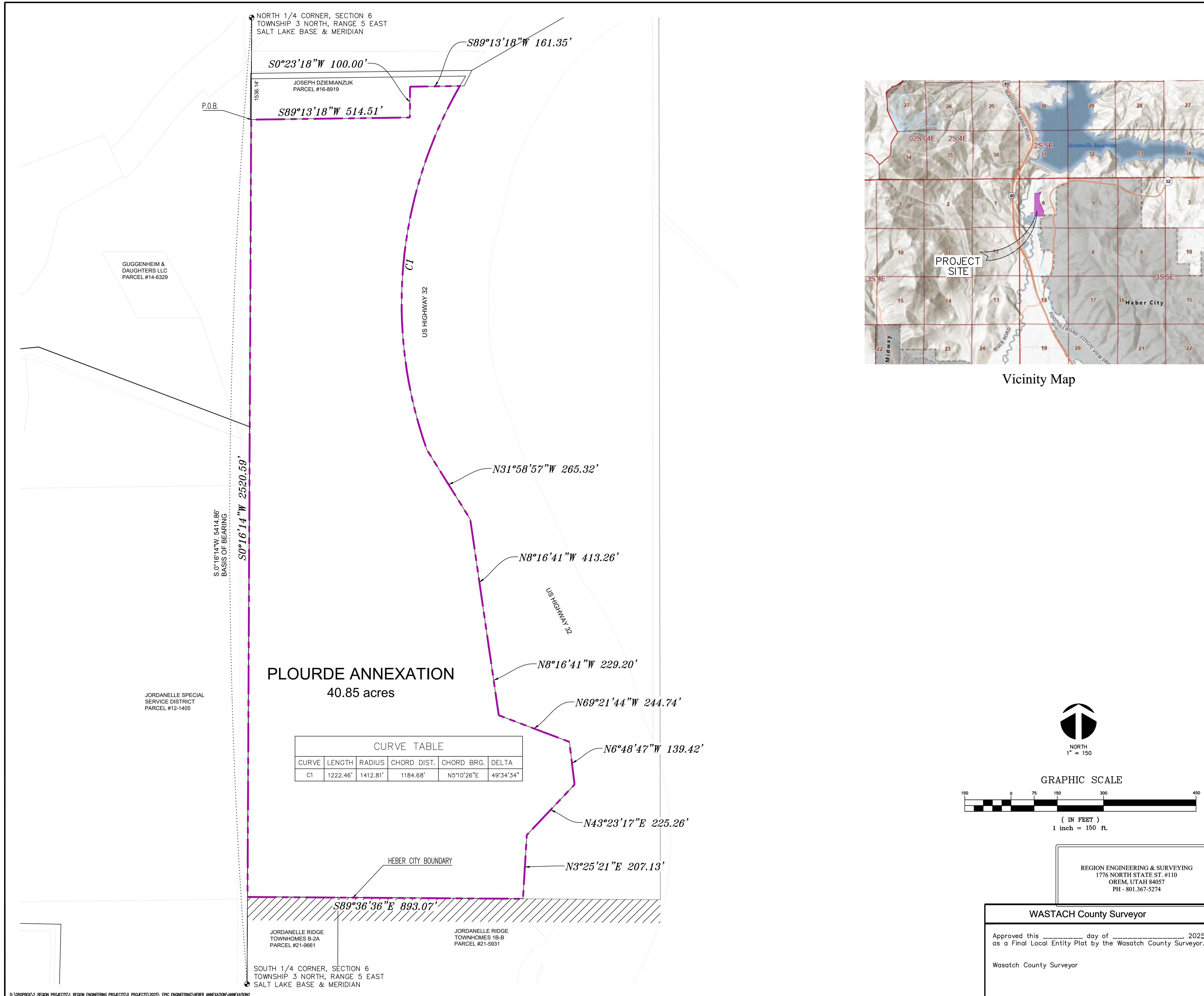
STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

On this _____ day of _____, 2025, personally appeared before me
_____, who duly acknowledged to me that (s)he had
authority to and did executed the foregoing document on behalf of Red Rock Holdings and
Investments, LLC.

NOTARY PUBLIC

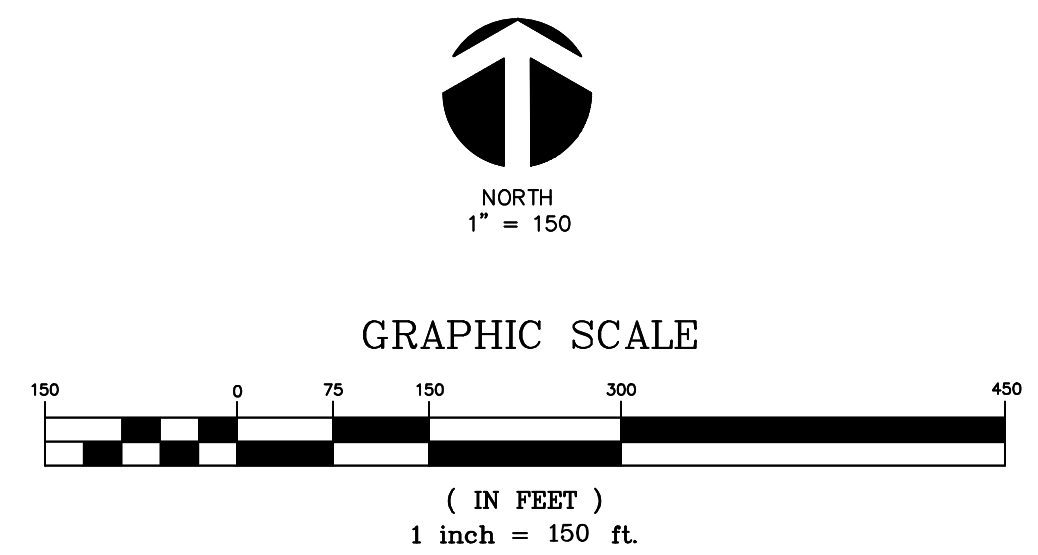
Exhibit A

Annexation Map with Legal Description



Vicinity Map

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	1222.46'	1412.81'	1184.68'	N5°10'26\"E	49°34'34\"



REGION ENGINEERING & SURVEYING
 1776 NORTH STATE ST. #110
 OREM, UTAH 84057
 PH - 801.367.5274

WASATCH County Surveyor
 Approved this _____ day of _____, 2025,
 as a Final Local Entity Plat by the Wasatch County Surveyor.

 Wasatch County Surveyor

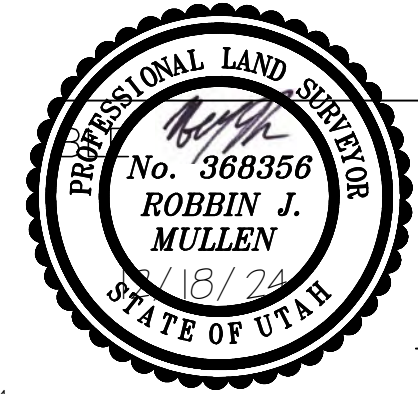
Surveyor's Certificate

I, Robbin J Mullen, certify that I am a Professional Land Surveyor and that I hold license no. 368356, in accordance with the professional engineers and land surveyors licensing act found in title 58, chapter 22 of the Utah code. I further certify that by the authority of the owners, I have made a survey of the tract of land shown on this plat and described below, have completed a survey of the property described on this plat in accordance with the Utah code section 17-23-17, have verified all measurements, and have placed monuments as represented on the plat. I further certify that the plat is true and correct to the best of my knowledge.

Boundary Description

A PARCEL OF LAND LOCATED IN THE WEST 1/4 OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT A POINT ON THE 1/4 SECTION LINE THAT IS S.0°16'14\"W. 1536.14 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 6; THENCE S.0°16'14\"W. ALONG THE 1/4 SECTION LINE 2520.59 FEET TO THE NORTH LINE OF THE HEBER CITY ANNEXATION PLAT (WEST JORDANELLE LLC AND JORDANELLE RIDGE INC) FILED AS ENTRY #481608; THENCE S89°36'36\"E. ALONG SAID ANNEXATION 893.07 FEET TO THE WEST RIGHT-OF-WAY LINE OF HIGHWAY 32; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING 8 COURSES: 1) N.3°25'21\"E. 207.13 FEET; 2) THENCE N.43°23'17\"E. 225.26 FEET; 3) THENCE N.6°48'47\"W. 139.42 FEET; 4) THENCE N.69°21'44\"W. 244.74 FEET; 5) THENCE N.8°16'41\"W. 229.20 FEET; 6) THENCE N.8°16'41\"W. 413.26 FEET; 7) THENCE N.38°58'57\"W. 265.32 FEET A POINT ON A NON-TANGENT, 1412.81-FOOT RADIUS CURVE TO THE RIGHT; 8) THENCE ALONG SAID CURVE 1222.46 FEET, HAVING A CHORD BEARING N.5°10'26\"E. 1184.68 FEET;
 (TO A POINT THAT IS S.59°59'45\"W. 2093.45 FEET FROM THE JORDANELLE HARN STATION); THENCE ALONG PARCEL #16-8919 THE FOLLOWING 3 COURSES: 1) S.89°13'18\"W. 161.35 FEET; 2) THENCE S.0°23'18\"W. 100.00 FEET; 3) THENCE S.89°13'18\"W. 514.51 FEET TO THE POINT OF BEGINNING.
 CONTAINING 40.85 ACRES OF LAND.

THE BASIS OF BEARING FOR THIS SURVEY IS S.0°16'14\"W. 5414.86 FEET BETWEEN THE NORTH 1/4 CORNER AND THE SOUTH 1/4 CORNER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN, BASED ON STATE PLANE COORDINATES, NAD83



December 18, 2024
 Date

[Signature]
 Surveyor

Acceptance by Legislative Body

THIS IS TO CERTIFY THAT WE THE UNDERSIGNED HAVE ADOPTED A RESOLUTION OF ITS INTENT TO ANNEX THE TRACT OF LAND OF LAND SHOWN HEREON AND HAVE SUBSEQUENTLY ADOPTED AN ORDINANCE ANNEXING SAID TRACT OF LAND INTO HEBER CITY, UTAH; AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HEREWITH ALL IN ACCORDANCE WITH UTAH CODE SECTION 10-2-418 AS REVISED AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT SHOWN AS A PART OF SAID HEBER CITY, AND THAT SAID TRACT OF LAND IS TO BE KNOWN AS THE HEBER MOON ANNEXATION.

DATED THIS _____ DAY OF _____, 202_____
 _____ MAYOR DATE _____
 _____ CITY ATTORNEY DATE _____
 _____ CITY ENGINEER DATE _____
 Attest: _____
 _____ City recorder DATE _____

FINAL LOCAL ENTITY PLAT

Plat created December 18, 2024

PLOURDE ANNEXATION

LOCATED IN THE EAST 1/2 OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN

HEBER, WASATCH County, Utah
 Scale: 1" = 150 Feet

WASATCH County Recorder

State of Utah, County of Wasatch, recorded and filed at the request of _____
 Date _____ Time _____ Book _____ Page _____
 \$ _____
 _____ Wasatch County Recorder

Exhibit B

Conceptual Site Plan and Building Elevations

LENGTH

PARCEL TOTAL = 40.891 ACRES

QUARTER SECTION LINE

QUARTER SECTION LINE

TULLIS LENORA EMILY TR
00-0007-7086
OWC-0477-0-006-035

CONSERVATION EASEMENT 32.891 ACRES

STATE ROAD 32



JOHNSON CAROL W TR
00-0017-2192
OWC-0477-3-006-035
AREA = 20.34 ACRES

FOUND RIGHT-OF-WAY MONUMENT (TYP)

N12°59'02"E 171.31'

S00°06'00"E 1372.45'

S00°06'00"E 1306.58'



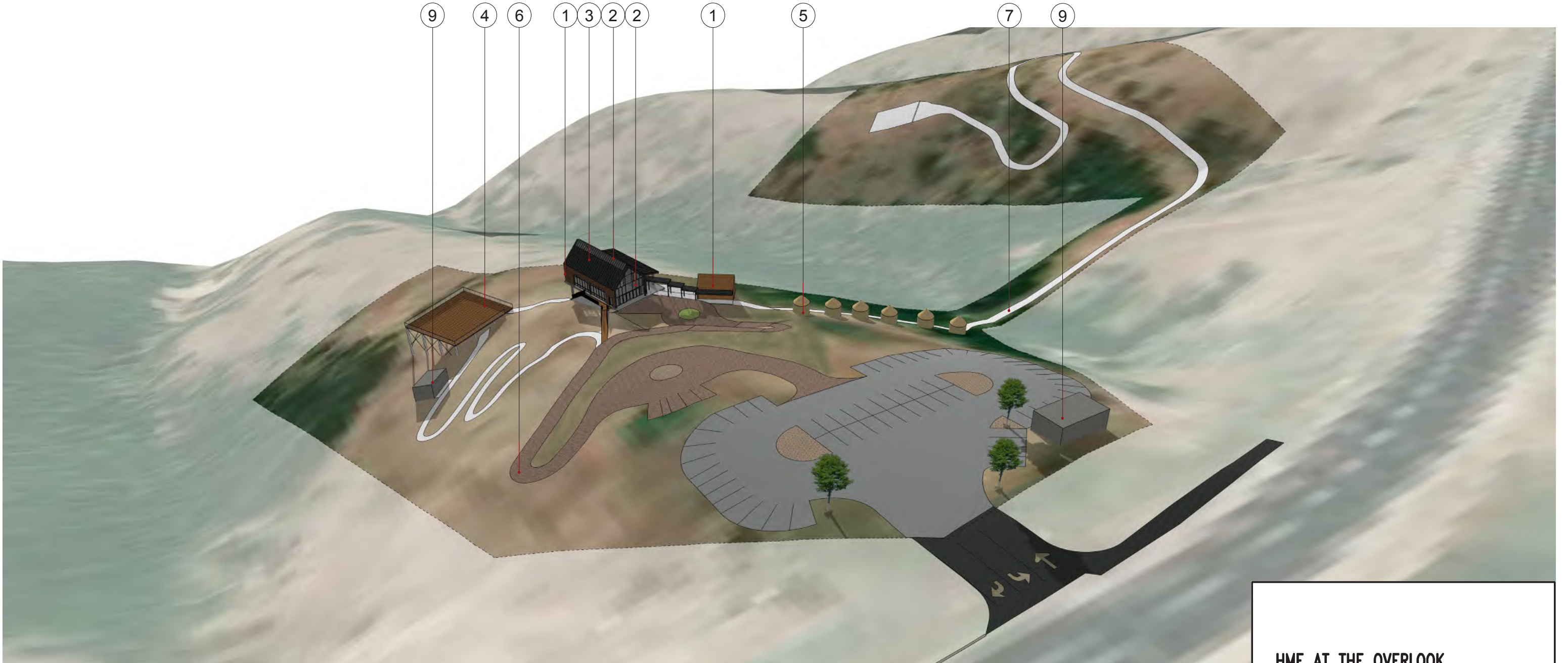
JULY 20, 2025

SITE DESIGN
11x17 PLOT 1/64"=1'-0"

HME AT THE OVERLOOK
HEBER CITY ,UT



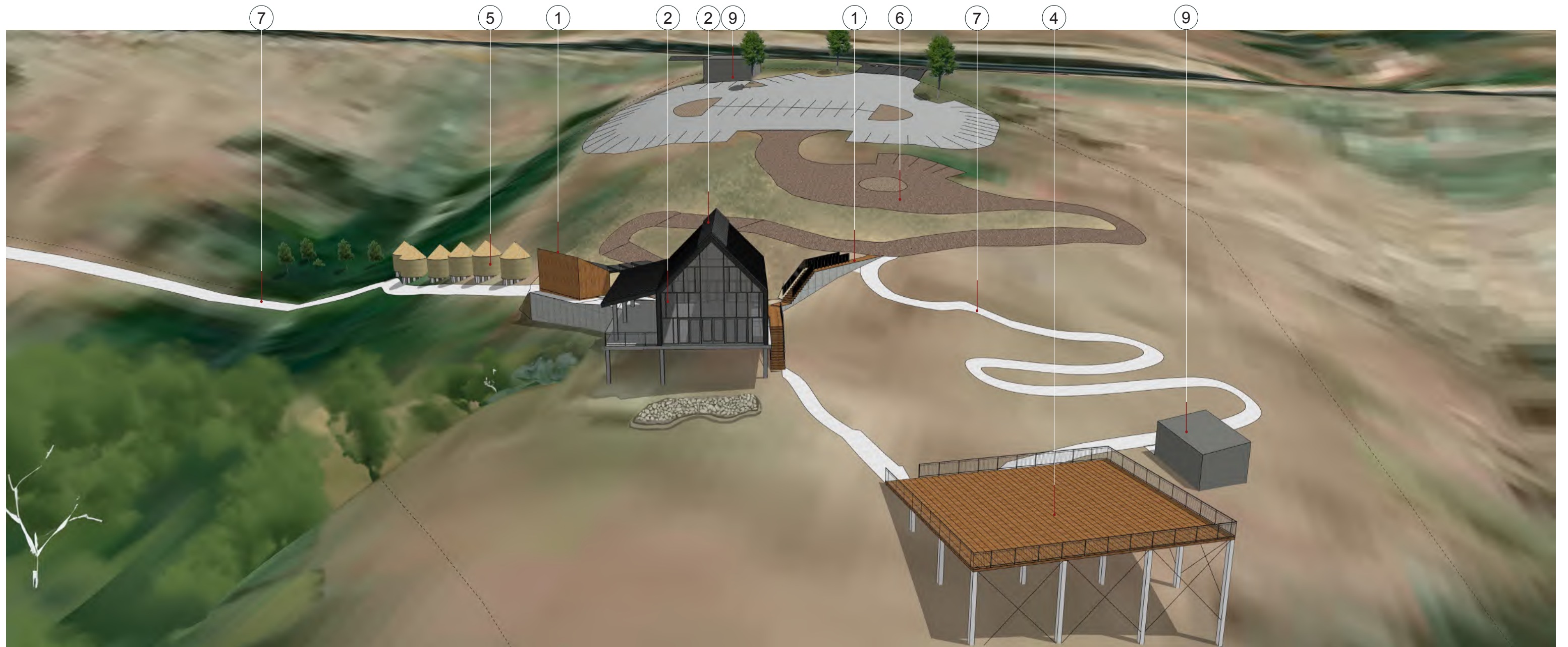
P.O. BOX 980055
PARK CITY, UT 84098-0055
PHONE:(435) 901-0907
rmsarch@stanislaws.com



HME AT THE OVERLOOK
HEBER CITY ,UT



P.O. BOX 980055
PARK CITY, UT 84098-0055
PHONE:(435) 901-0907
rsearch@rmaia.com



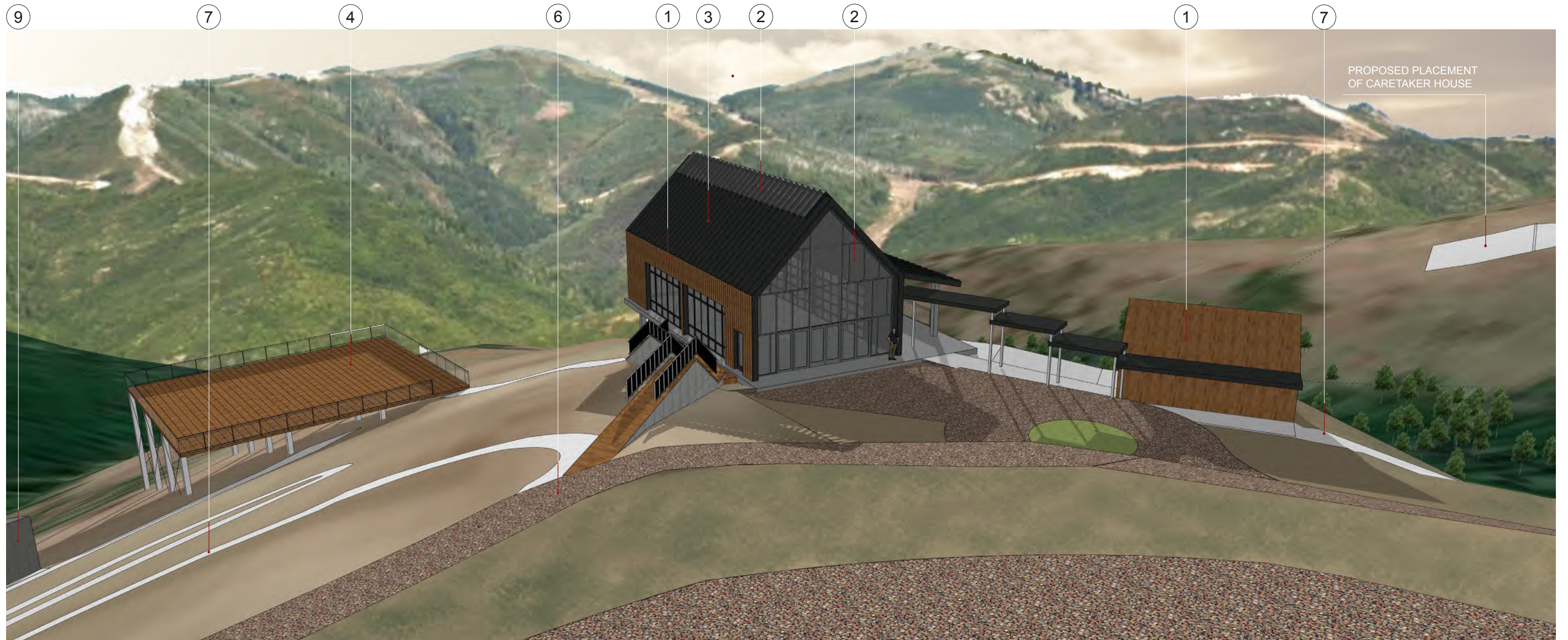
PRIMARY MATERIALS



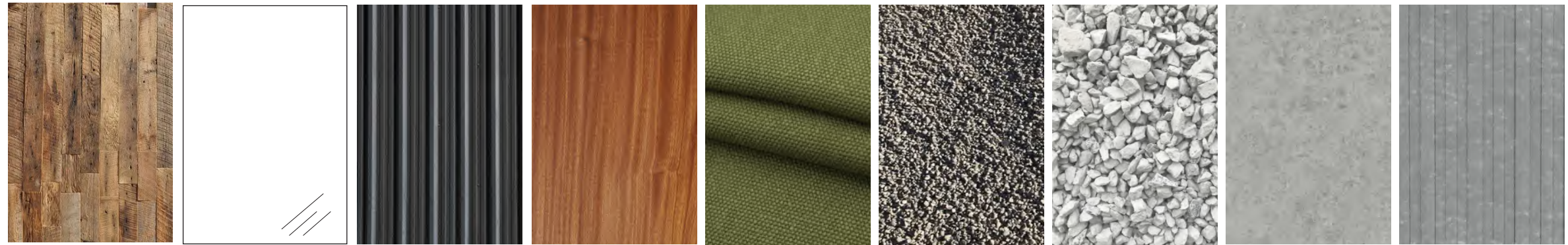
**HME AT THE OVERLOOK
HEBER CITY ,UT**

RMS
ARCHITECTURE

P.O. BOX 98055
PARK CITY, UT 84098-0055
PHONE:(435) 901-0907
rmarsh@rmarsh.com



PRIMARY MATERIALS



- 1. BRN. RCLMD. BARNWOOD
- 2. TEMPERED GLASS 1/2"
- 3. CORRUGATED BLK METAL PANEL
- 4. CUMARU WOOD PANELS
- 5. HEMP HEAVY WEIGHT CANVAS (OLIVE GREEN)
- 6. Crusher Run / DGA
- 7. Crusher Run / DGA
- 8. CONCRETE
- 9. GALVANIZED STEEL

HME AT THE OVERLOOK
HEBER CITY ,UT



RMS
ARCHITECTURE

P.O. BOX 980055
PARK CITY, UT 84098-0055
PHONE:(435) 901-0907
rmarsh@staple.org



- A. 12' road. Access limited to employees, golf carts, and foot traffic only.
- B. Potential future 8' road . Access limited to employees, golf carts, and foot traffic only.
- C. Future site for caretaker dwelling or other event support structures.
- D. Guest/fire truck access up to this point



HME AT THE OVERLOOK
HEBER CITY ,UT



P.O. BOX 98055
PARK CITY, UT 84098-0055
PHONE: (435) 901-0907
rmarsh@stanley.com

**HEBER CITY CORPORATION
75 North Main Street
Heber City, UT 84032
Heber City Council Meeting
August 5, 2025**

DRAFT Minutes

6:00 p.m. Regular Meeting

I. REGULAR MEETING - 6:00 P.M.

1. Call to Order

Mayor Franco called the meeting to order at 6:01 p.m. and welcomed everyone present.

City Council Present:

Mayor Heidi Franco
Council Member Yvonne Barney
Council Member Mike Johnston
Council Member Sid Ostergaard - remotely
Council Member Scott Phillips

City Council Absent:

Council Member Aaron Cheatwood

Staff Present:

City Manager Matt Brower
Assistant City Manager Mark Smedley
Planning Manager Jamie Baron
City Engineer Russ Funk
City Attorney Jeremy Cook
Deputy City Recorder Robin Bond
Human Resources Manager Cherie Ashe
It Director Anthon Beales

Staff Participating Remotely: It Director Anthon Beales, Human Resources Manager Cherie Ashe, Assistant City Manager Mark Smedley, Public Works Director Matthew Kennard, Accounting Tech Wendy Anderson, and City Engineer Russ Funk.

Also Present: Michael Hewlett, Lori Rutland, Eric Rutland, Linda Middleton, and others who did not sign in or whose handwriting was illegible.

Also Attending Remotely: (names are shown as signed-in online) Ken Davis, B, H, Catherine, Claire Hassett, Grace Doerfler KPCW, Jami Hewlett, Jen, Katie, Nick Lopez, Phil Jordan, S, Shortcake5, and Zach M.

2. Pledge of Allegiance (Sid Ostergaard, Council Member)

Mayor Franco led the recitation of the Pledge of Allegiance.

3. Prayer/Thought by Invitation (Scott Phillips, Council Member)

Council Member Phillips expressed his appreciation for the State celebration of Pioneer Day. He recited the following religious hymn entitled "Carry On! Carry On!" by Ruth May:

Firm as the mountains around us,
Stalwart and brave we stand
On the rock our fathers planted
For us in this goodly land—
The rock of honor and virtue,
Of faith in the living God.
They raised his banner triumphant—
Over the desert sod.
And we hear the desert singing:
Carry on, carry on, carry on!

Hills and vales and mountains ringing:
Carry on, carry on, carry on!
Holding aloft our colors,
We march in the glorious dawn.
O youth of the noble birthright,
Carry on, carry on, carry on!

Council Member Phillips thanked the pioneer forefathers for the opportunity to live in the beautiful Heber Valley.

II. CONFLICT OF INTEREST DISCLOSURE:

There were no conflicts of interest disclosed.

III. CONSENT AGENDA:

Mayor Franco proposed including the municipal code referenced in Resolution 2025-13 with the motion.

Motion: Council Member Scott Phillips moved to approve the Consent Agenda as presented in the materials.

Second: Council Member Mike Johnston seconded the motion.

Discussion: Mayor Franco observed that the previous purchasing card policy had included maximum limits for purchases and the new one did not. Finance Director Sara Nagel clarified the numbers and limits were referred to in an exhibit in order to not have to update the policy every time a limit was changed.

Voting Yes: Council Members Phillips, Ostergaard, Barney, and Johnston.

Voting No: None.

Council Member Cheatwood was **absent**.

The **Motion Passed Unanimously, 4-0**.

1. Approval of June 17, 2025, City Council Meeting Minutes and July 15, 2025, City Council Meeting Minutes (Robin Raines, Deputy Recorder, Trina Cooke, City Recorder)
2. Resolution 2025-13 to Adopt Safety Incentive Bonus for Qualifying Jobs Deemed 'High Risk'. (Cherie Ashe, Human Resources Manager)
3. Resolution 2025-12 Updating the Purchasing Card Policy (Mindy Kohler, Treasurer)

IV. PUBLIC COMMENTS: (3 min per person/20 min max)

Resident Mike Hewlett expressed his disappointment in what he felt was the City's refusal to enforce a City Code it had created. The Municipal Election candidates had received emails about campaign signs disallowed on public property and he did not feel any of the inappropriately placed signs locations had been corrected. He felt there were dozens of examples of disregard for the Code and encouraged the Council to eliminate the Code if the City did not intend to enforce the Code. He did not know who was in charge of enforcement but suggested the enforcement was being delayed until after the Primary Election. He thought it was embarrassing to Heber City and the people of Heber City.

With no-one further coming forward to comment, Mayor Franco closed the Public Comment period.

V. GENERAL BUSINESS ITEMS:

1. Presentation of Plans for the 2025 9/11 National Day of Service (Just Serve) - *10 min*

Jeanette Hall was in attendance to present the information for the upcoming Nine-Eleven National Day of Service. A QR (quick response) code had been created with the intention to be updated on an annual basis to list the service projects for the event. She informed that the 2025 National Day of Service was scheduled for Saturday, September 13, 2025, and shared the details for the projects and schedule of events as included in the meeting presentation recording. She asked that the water to the splash pad be turned off and power provided. She invited everyone in the community to participate.

2. Monthly Development Report (Jamie Baron, Planning Manager) - 10 min

Planning Director Jamie Baron reported on current development projects as outlined in the attached meeting materials. He commented that the Food Truck Rendezvous was currently before the Planning Commission. Council and Staff discussed traffic, parking, and safety concerns as well as a potential cross-walk and lighting for the Food Truck Rendezvous and other impending projects.

3. Report on UDOT Traffic Signal Timing Adjustments (Russ Funk, City Engineer) - 10 min

City Engineer Russ Funk informed there had been signal timing adjustments made along Main Street. He had reviewed the Signal Timing Study provided by UDOT (Utah Department of Transportation) and provided a summary of the report's findings. UDOT's intention was to improve traffic flow on Highway 40 that served as Heber City's Main Street.

VI. ACTION ITEMS: (Council can discuss; table; continue; or approve items)

1. Ordinance 2025-21 Adopting Standards and Process for Dedication of Private Roads to Public Ownership (Jeremy Cook, City Attorney) - 30 min

City Attorney Jeremy Cook reviewed the State Code that indicated private roads could be dedicated to public ownership after ten years of use by the public. He explained that the public dedication did not necessarily mean the City would then be responsible for maintaining the roads. The HOA (homeowners association) that had installed the private road would need to bring said road up to City standards in order for the City to agree to accept responsibility for the road. The proposed Ordinance 2025-21 would outline a process for the City to follow when accepting the dedication of private roads to public ownership. Mr. Cook noted that BYU (Brigham Young University) closed its private roads to the public every Christmas Day in order to retain their private road designation and such action could be taken by other HOAs or private road owners that wished to maintain the private status of their roads.

Motion: Council Member Phillips moved to approve Ordinance 2025-21

Second: Council Member Ostergaard made the second.

Voting Yes: Council Members Phillips, Ostergaard, Barney, and Johnston.

Voting No: None.

Council Member Cheatwood was **absent**.

The **Motion Passed Unanimously, 4-0**.

VII. RECESS AS THE HEBER CITY COUNCIL AND CONVENE AS THE CRA BOARD:

Motion: Council Member Phillips moved to recess as the Heber City Council and convene as the Community Reinvestment Agency board.

Second: Council Member Johnston made the second.

Voting Yes: Council Members Phillips, Ostergaard, Barney, and Johnston.

Voting No: None.

Council Member Cheatwood was **absent**.

The **Motion Passed Unanimously, 4-0**.

1. Review Tax Increment Projections and Next Steps (Matt Brower, City Manager) - *20 min*

City Manager Matt Brower shared the estimated tax increment projections for CRA (Community Reinvestment Agency) revenue provided by the Zion's Public Finance Study as included in the attached presentation. He described how revenue was generated from the tax increments within the CRA Interlocal Agreements. Council discussion regarding the existing CRA Interlocal Agreements, potential agreements with the County and the School District, and projected revenues resumed.

Mr. Brower asked the City Council CRA representatives to meet again with the County and School District representatives to continue additional negotiations for CRA Interlocal Agreements to be applied to the City's Community Reinvestment project. Council Members Johnston and Ostergaard agreed to meet with the County Council and School District again.

Motion: Council Member Phillips moved to adjourn as the CRA board and reconvene as the Heber City Council.

Second: Council Member Ostergaard made the second.

Voting Yes: Council Members Phillips, Ostergaard, Barney, and Johnston.

Voting No: None.

Council Member Cheatwood was **absent**.

The **Motion Passed Unanimously, 4-0**.

VIII. ADJOURN AS THE CRA BOARD AND RECONVENE AS THE HEBER CITY COUNCIL:

Motion: Council Member Phillips moved to adjourn as the CRA board and reconvene as the Heber City Council.

Second: Council Member Ostergaard made the second.

Voting Yes: Council Members Phillips, Ostergaard, Barney, and Johnston.

Voting No: None.

Council Member Cheatwood was **absent**.

The **Motion Passed Unanimously, 4-0**.

IX. COMMUNICATION:

Mr. Brower communicated information for the following items:

1. Columbarium Open House and Ribbon-Cutting:

This would be a three day event. There would be tours, a dedicatory prayer, and a ribbon-cutting. He suggested burying a time capsule. Council discussed details as well as day and time preferences.

2. Roundabout Art:

Mr. Brower described the art of Malen Pierson who created metal folk art and shared images of the artists' creations. He proposed a large eagle with chicks art installation for the Daniel Road roundabout. Council discussed design preferences, materials used in the sculpture, and artistic suggestions. Mr. Brower agreed to return to Council with additional concept designs for the Daniel Road roundabout art installation of an eagle.

Mr. Brower proposed an art installation to depict Chief Tabby at the Cemetery roundabout. Mayor Franco proposed a peace treaty in hand. Council Member Phillips proposed the statue be depicted as the tribe wished. Council discussion continued.

3. Fall events:

Halloween Fest would take place on Friday, October 24, from 5:00 p.m. to 7:00 p.m. at the Main Street Plaza.

The Old Fashioned Christmas would be held on December 5 at two locations: Outside the Tabernacle, and at the Main Street Plaza. CAMS (Community Alliance for Main Street) would program the plaza event. The Heber City Employee Christmas Dinner Party would be incorporated into the event. Mayor Franco proposed the Tabernacle bell be rung to kick off the events.

4. Purchase/Sale Agreements with Wasatch County:

Mr. Brower asked the City Council representatives, Mayor Franco and Council Member Phillips to move forward meeting with the County representatives to further discuss the City's purchase, and County's sale, of the County Admin Building and the old Fire Station.

Council Member Phillips announced that Jordanelle Ridge had secured two units, for-sale housing, to begin meeting their obligation to offer Heber City employees deed-restricted housing. Mayor Franco asked Staff to push the information out to all interested staff to apply for the housing opportunity. Council discussed necessary steps to proceed with the housing opportunity for City employees.

X. CLOSED MEETING: (As Needed)

There was no closed meeting held.

XI. ADJOURNMENT:

Motion: Council Member Phillips moved to adjourn.

Second: Council Member Barney made the second.

Voting Yes: Council Members Phillips, Ostergaard, Barney, and Johnston.

Voting No: None.

Council Member Cheatwood was **absent**.

The **Motion Passed Unanimously, 4-0**.

The meeting adjourned at 7:55 p.m.

Trina Cooke, City Recorder



Heber City Council Staff Report

MEETING DATE: 8/19/2025
SUBJECT: Ordinance 2025-22 Scheid Development Agreement
RESPONSIBLE: Jamie Baron
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community and Economic Development

SUMMARY

John and Charlotte Scheid are seeking a Development Agreement to allow them to build an accessory building 3' from the Right of Way on 500 North. This is to mitigate the impact of the new school site from their home and store farm equipment.

The Policy Questions are as follows:

Should the City enter into a Development Agreement to permit an accessory building to be 3' from the ROW on 500 North?

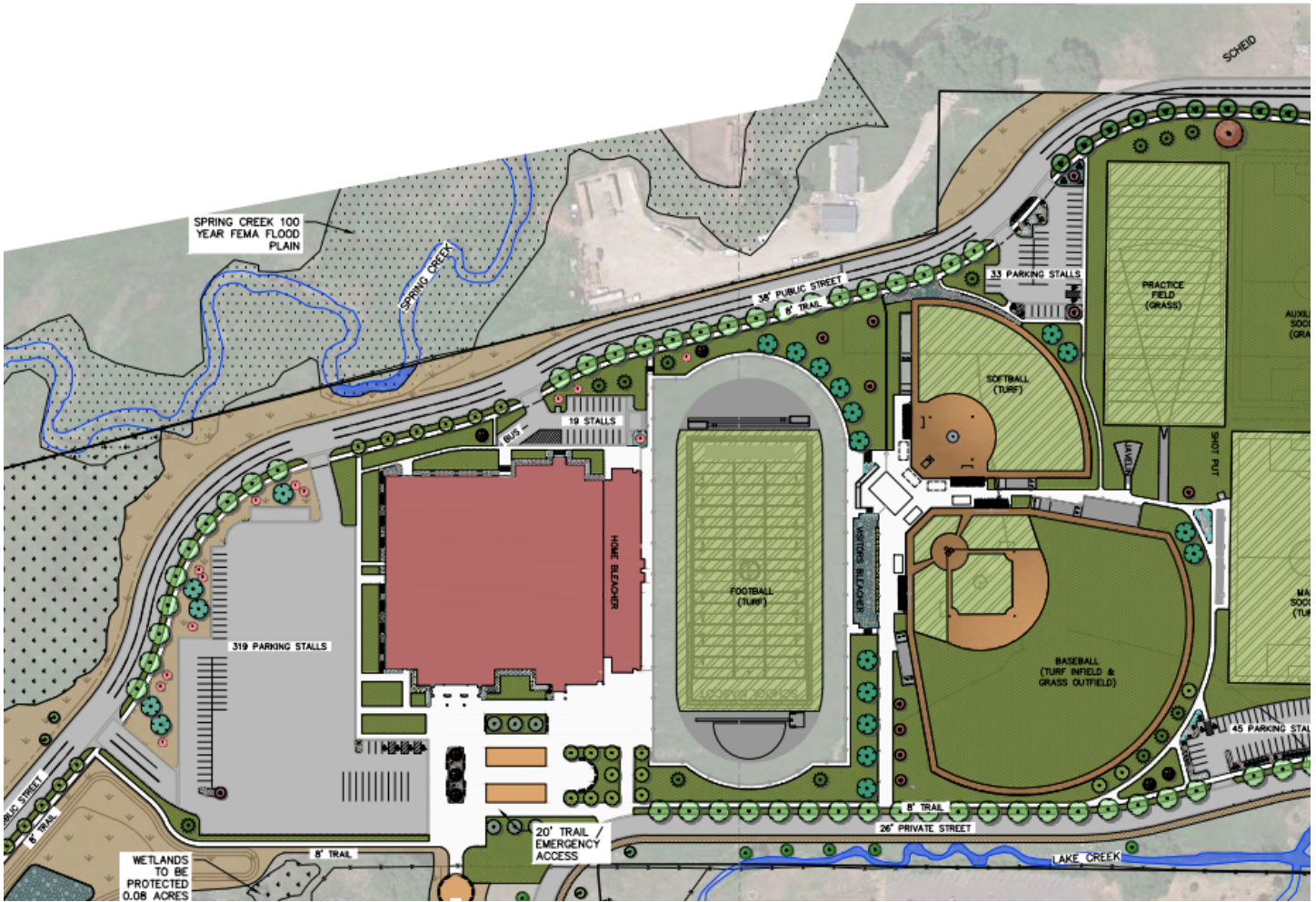
RECOMMENDATION

The Planning Commission forwarded a positive recommendation on July 22, 2025. Staff recommends approval, with the findings and conditions outlined in the conclusion of this report.

BACKGROUND

John and Charlotte Scheid live on the NW corner of 600 West and 500 North. The property is approximately 5 acres in size and Zoned RA-2. The new Deer Creek High school site is located directly south of the Scheid's. As part of the development requirements for the new school, 500 North had to be widened. In the process of widening the road, the Scheids gave up some property. The new sports fields are directly across the street. The Scheid's are requesting a development agreement to permit the building of a barn between their house and the street, with a setback of 3 feet from the public right of way (ROW). The current code would require 10 feet. The barn is needed to house their farm equipment and the placement is to mitigate the noise and other impacts of the new school site. The Scheid's visited with City Council about their proposed setbacks. The Council supported the development agreement path and reduced the fees for their application.





DISCUSSION

Set Backs

The City's code used to allow accessory buildings to be 3 feet from the property line so long as the water off the roof didn't drain toward the property line. This was later changed to 5 feet to be consistent with the change in building code for fire rated walls. A 5' setback is required to not have to add a fire rated wall. Additionally, on the street side yard, the setback was increased to 10' so maintain some additional setback from the street.

General Plan

The proposed amendment is to an accessory setback and does not alter the zoning or general plan designations.

Review Conditions

Planning - None

Engineering

1. There is a water service approximately 83 ft east of the existing fence line near the west side of the proposed structure. This service will be located 2 ft north of the fence to be constructed by the High

School in approximately the same location. The structure shall be constructed to provide a minimum of 10 ft clearance to the City's water service.

2. The Owner shall provide a 15 ft wide access easement through their parcel for the City to access the water service box.

3. Any required utility relocations shall be the responsibility of the property owner and shall be completed per City Standards and Procedures before the new road is paved. Coordination for any such relocations shall be the responsibility of the property owner.

FISCAL IMPACT

N/A

CONCLUSION

John and Charlotte Scheid are seeking a Development Agreement to allow them to build an accessory building 3' from the Right of Way on 500 North. This is to mitigate the impact of the new school site from their home and store farm equipment. Staff is recommending the Council approve the Development Agreement with the following findings and conditions:

Findings

1. The requested development agreement is consistent with the General Plan.
2. The Planning Commission held a public hearing on July 22, 2015.
3. The Planning Commission forwarded a positive recommendation on July 22, 2015.

Conditions

1. There is a water service approximately 83 ft east of the existing fence line near the west side of the proposed structure. This service will be located 2 ft north of the fence to be constructed by the High School in approximately the same location. The structure shall be constructed to provide a minimum of 10 ft clearance to the City's water service.
2. The Owner shall provide a 15 ft wide access easement through their parcel for the City to access the water service box.
3. Any required utility relocations shall be the responsibility of the property owner and shall be completed per City Standards and Procedures before the new road is paved. Coordination for any such relocations shall be the responsibility of the property owner.

ALTERNATIVES

1. Approve as proposed
2. Approve as amended
3. Continue
4. Deny

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve Ordinance 2025-22, Scheid Development Agreement**, with the findings and conditions as presented in the conclusion of the staff report.

ACCOUNTABILITY

Department: Planning
Staff member: Jamie Baron, Planning Manager

EXHIBITS

1. Ord 2025 - 22 Scheid DA
2. Scheid DA - 4929-7062-8446 - 1
3. Barn Presentation
4. Conceptual Building Elevation and Materials
5. Conceptual Layout
6. Phasing Plan

ORDINANCE NO. 2025-22

AN ORDINANCE ADOPTING THE SCHEID DEVELOPMENT AGREEMENT, LOCATED AT 525 N 600 WEST, HEBER CITY, WASATCH COUNTY, STATE OF UTAH.

WHEREAS, The Scheid Property Owners have been impacted by the development of the New High School.

WHEREAS, The Scheid Development Agreement will allow for the property owners to mitigate the impacts of the new school.

BE IT ORDAINED by the City Council of Heber City, Utah, that the Scheid Development Agreement, as outlined in Exhibit B, is hereby adopted as part of this ordinance.

This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL this _____ day of _____ 2025.

	AYE	NAY	ABSENT	ABSTAIN
Yvonne Barney	_____	_____	_____	_____
Aaron Cheatwood	_____	_____	_____	_____
Michael Johnston	_____	_____	_____	_____
Sid Ostergaard	_____	_____	_____	_____
D. Scott Phillips	_____	_____	_____	_____

APPROVED:

Mayor Heidi Franco

ATTEST:

RECORDER

Date: _____

Exhibit A

Exhibit B

When recorded return to:

Heber City Corporation
Attn: City Recorder
75 North Main Street
Heber City, UT 84032

Parcel No. 00-0005-6957

DEVELOPMENT AGREEMENT (Scheid Property)

THIS DEVELOPMENT AGREEMENT entered into this 19th day of August, 2025, by and between **Heber City**, a Utah municipality (“City”) and **John Scheid** and **Charlotte Scheid** (together “Owner”). Owner and City are, from time to time, hereinafter referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Owner is the owner of an approximately 5.44 acres of real property located at approximately 525 N 600 W, Heber City, UT 84032 and designated as Parcel Number 00-0005-6957 (the “Property”). A legal description of the Property is attached hereto as Exhibit A; and

WHEREAS, Owner has submitted an application to develop a new barn structure on the Property which does not meet the City’s current land use and zoning requirements; and

WHEREAS, as meeting the requirements of Utah Code Ann. § 10-9a-532, the City Council approved the new structure subject to the terms and conditions set forth herein; and

WHEREAS, the City, acting pursuant to its authority under Utah Code Ann. § 10-9a-101, *et. seq.*, in compliance with the Heber City Land Use Code, and in furtherance of its land use policies, goals, objectives, ordinances and regulations, has made certain determinations with respect to the Property, and therefore has elected to approve and enter into this Agreement to advance the policies, goals and objectives of the City, and to promote the health, safety and general welfare of the public.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

1. **Approval of Barn Structure.** Owners shall be permitted to construct a new barn structure (the “Barn Structure”) on the Property that complies with the setback and height requirements detailed in the drawings attached hereto as Exhibit B. Additionally, the Owners are permitted to install an eight (8) foot fence or wall along 500 South. Said fence/wall shall comply

with the clear site triangle codes. Except for exceptions to the building setback requirements and the fence/wall height, the Barn Structure and fence/wall must comply with all other application building and development code requirements, and Owners must obtain all applicable building permits and approvals from the City.

2. **Property Owner Obligations.** Owners shall comply with the following requirements:

- a. Provide a minimum of 10' of clearance to the City's water service.
- b. Provide a 15 foot wide access easement through their parcel for the City to access the water service box.
- c. Any required utility relocations shall be the responsibility of the property owner and shall be completed per City Standards and Procedures before the new road is paved. Coordination for any such relocations shall be the responsibility of the property owner.

3. **Default and Remedies.** Any failure by any party to perform any term or provision of this Agreement, which failure continues uncured for a period of ten (10) calendar days following the receipt of written notice of such failure from the other party shall constitute a "Default" under this Agreement.

3.1 **Notice.** Any notice of default ("Default Notice") shall: (1) specify the claimed event of Default; (2) identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default; (3) identify why the claimed Default is claimed to be material; and (4) specify the manner in which said failure may be satisfactorily cured.

3.2. **Cure.** Following receipt of a Default Notice, the defaulting Party shall have thirty (30) days in which to cure such claimed Default (the "Cure Period"). If more than 30 days is required for such cure, the defaulting Party shall have such additional time as is reasonably necessary under the circumstances in which to cure such Default so long as the defaulting Party commences such cure within the Cure Period and pursues such cure with reasonable diligence. City may, in City's sole discretion, withhold permits or approvals during any Cure Period.

3.3. **Owner's Exclusive Remedy.** Owner's sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this Agreement and City's obligations under this Agreement. **IN NO EVENT SHALL CITY BE LIABLE TO OWNER, ITS SUCCESSORS OR ASSIGNS, OR ANY OWNER, PROPERTY OWNER OR OTHER PARTIES UNDER THIS AGREEMENT, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.**

3.4 **City's Remedies Upon Default.** In addition to all other remedies available at law or in equity, City shall have the right to withhold all further reviews, approvals, licenses, building permits and other permits for development of the Property in the case of a Default by Owner, until the Default has been cured. City shall further have the right to draw on any security

posted or provided in connection with the Property and relating to remedying of the particular Default.

4. **Fees.** Owner shall be required to pay all permit fees, building permit fees, inspection fees, impact fees or other fees imposed by the City as set forth in the City Code and the City's consolidated fee schedule.

5. **Entire Agreement.** This Agreement, including its Exhibits, 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. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City and of the Owner.

6. **No Third-Party Beneficiary Rights.** This Agreement is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any third-party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby.

7. **Recording.** This Agreement shall be recorded with the Wasatch County Recorder as soon as reasonably practicable.

8. **Notices.** Any notice or communication required hereunder between the City and the Owner must be in writing and may be given either personally or by registered or certified mail, return receipt requested. Such notices or communications shall be given to the Parties at their addresses as set forth below:

The City:

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

Owner

John and Charlotte Scheid
525 N 600 W
Heber City, UT 84032

9. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have.

10. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.

11. **Covenants Running with the Land and Manner of Enforcement.** The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the land subject to this Agreement.

12. **Waiver of Rights Under Utah Code Section 10-9a-532.** The Parties have been represented by an attorney throughout this process. Owner acknowledges that this Agreement does not restrict any of Owner's rights under clearly established state law or that Owner has been advised in writing of any such rights being restricted. As an essential term of this Agreement, Owner hereby waives any claim that any term of this Agreement is void, illegal, invalid, or unenforceable as the result of any failure on the City's part to disclose in writing any rights being restricted by this Agreement.

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 _____, 2025.

HEBER CITY:

By: _____
Heidi Franco, Mayor

ATTEST:

Heber City Recorder

DATED this _____ day of _____, 2025.

John Scheid

Charlotte Scheid

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

On this _____ day of _____, 2025, personally appeared before me **John Scheid** and **Charlotte Scheid**, who duly acknowledged to me that they had each executed the foregoing

document.

NOTARY PUBLIC

Exhibit A

Legal

BEGINNING AT A POINT 20.40 RODS EAST OF THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 31, IN TOWNSHIP 3 SOUTH OF RANGE 5 EAST OF THE SALT LAKE MERIDIAN; AND RUNNING THENCE SOUTH 0°48' WEST 8.75 RODS; THENCE NORTH 89°12' WEST 42 RODS; THENCE NORTH 0°48' EAST 22 RODS; THENCE SOUTH 89°12' EAST 42 RODS; THENCE SOUTH 0°48' WEST 13.25 RODS TO THE PLACE OF BEGINNING.

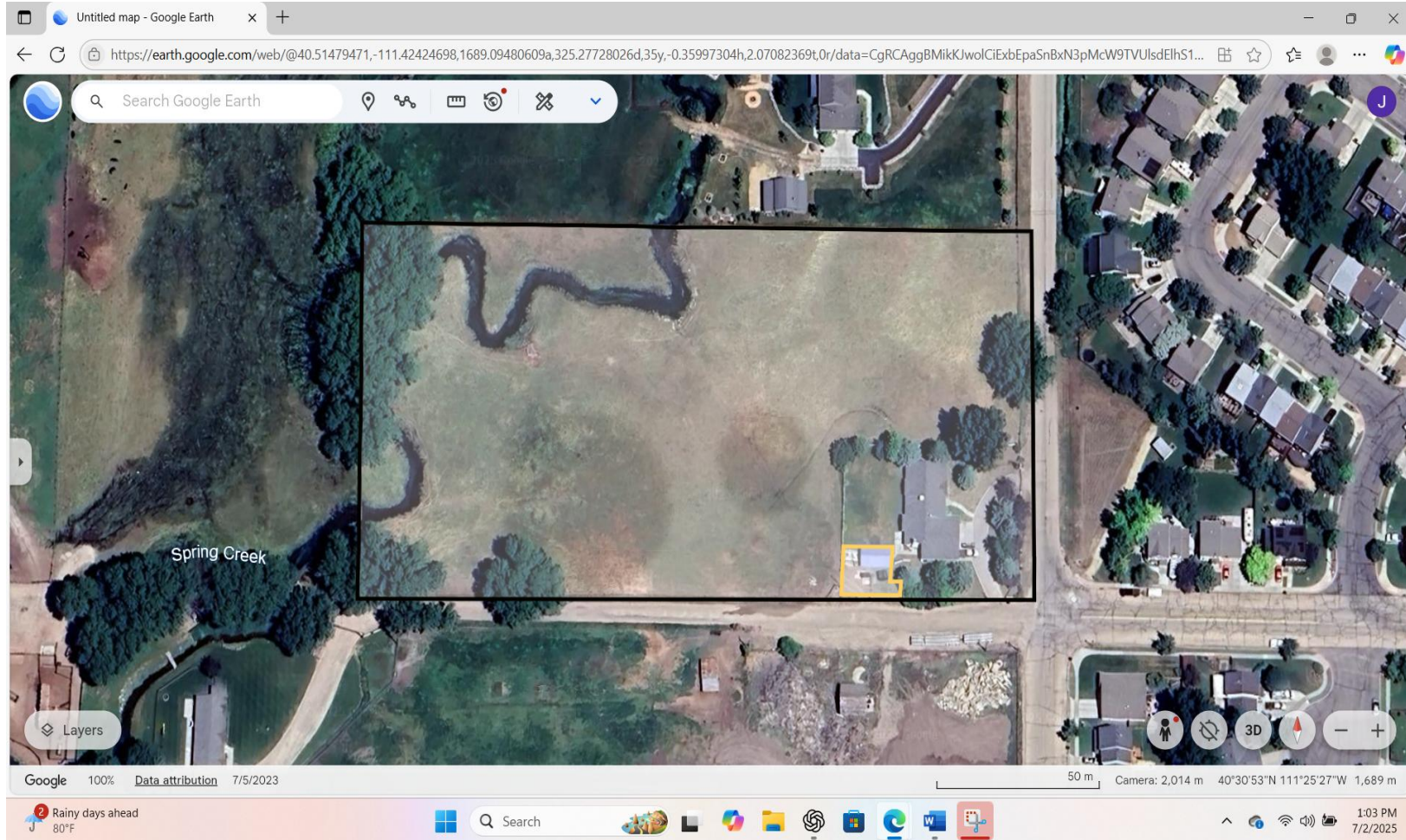
Exhibit B

Setback drawings

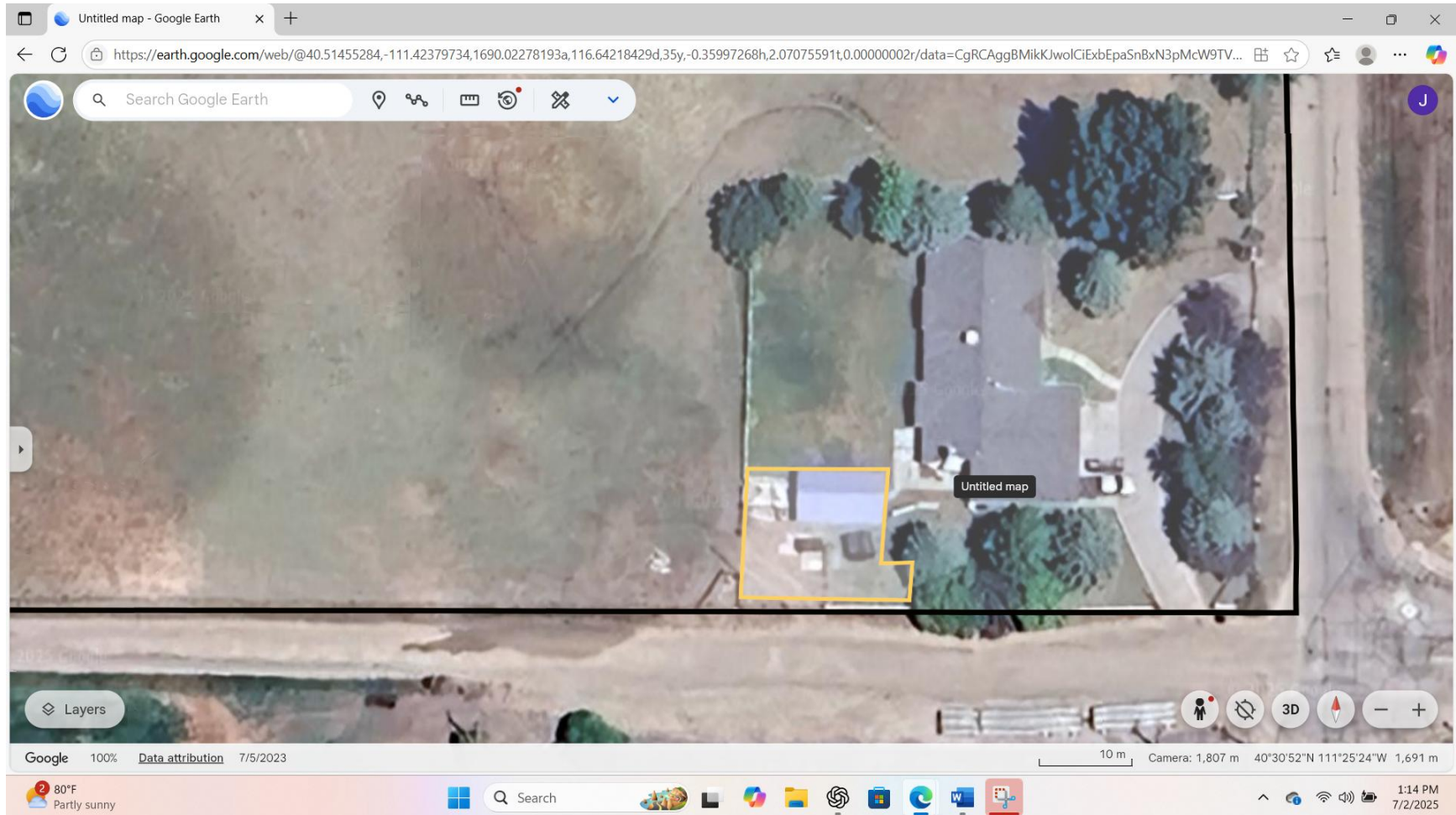
Scheid Property 525 N 600 W Heber City UT outlined in black

600 West

500
North



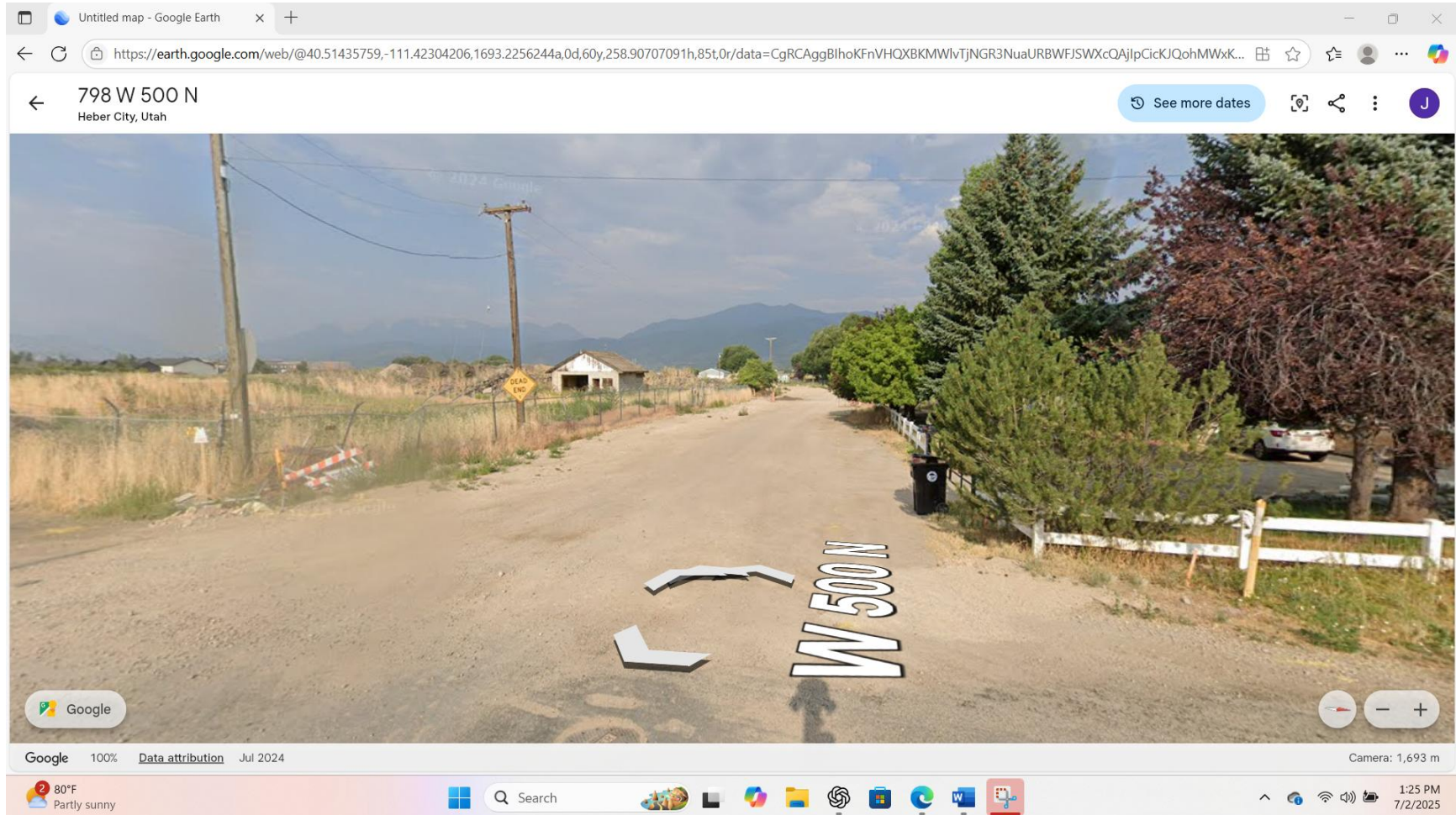
Proposed barn location highlighted in orange. The School District is placing a 6 foot wall on 500 North on our property line. We're requesting a 3 foot street setback from 500 North vice the current city code requirement of 10 feet. The difference allows us enough room to store farm equipment on the south wall and the ability to have a drive through the center of the barn allowing for a turning radius to park equipment. We propose to use the existing shed shown in the outline as part of the proposed barn. The existing shed is 14'x28'. The height of the proposed barn will be 26 feet above grade.



Google Maps ground view showing where the barn will be placed in reference to the existing fence (white changing to barbed wire) on the center left of the picture. The school district will replace the white and barb wire fence with a 6' wall. The dirt road is 500 N.



500 North looking west – the lot across the street used to belong to the city and was used as a concrete and asphalt debris dump site. The school district is turning this into a soccer and baseball field. In doing so, they have raised the level of the property about 6 feet above the grade of the road.



Current photo from across the road standing on the raised field the school fields will be on looking at the current shed.



Photo from the yard looking across 500 N towards the school athletic fields – elevation raised about 6 feet



Photo view looking west/front of the existing shed – proposed barn new construction will be on the left side of the shed.



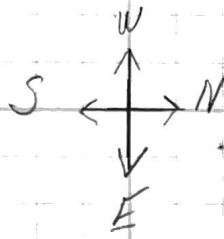
Photo looking east – the gate across the center of the photo will be the primary access to the barn



Looking east from the pasture towards the barn entrance. Center right is the pressurized irrigation for our property

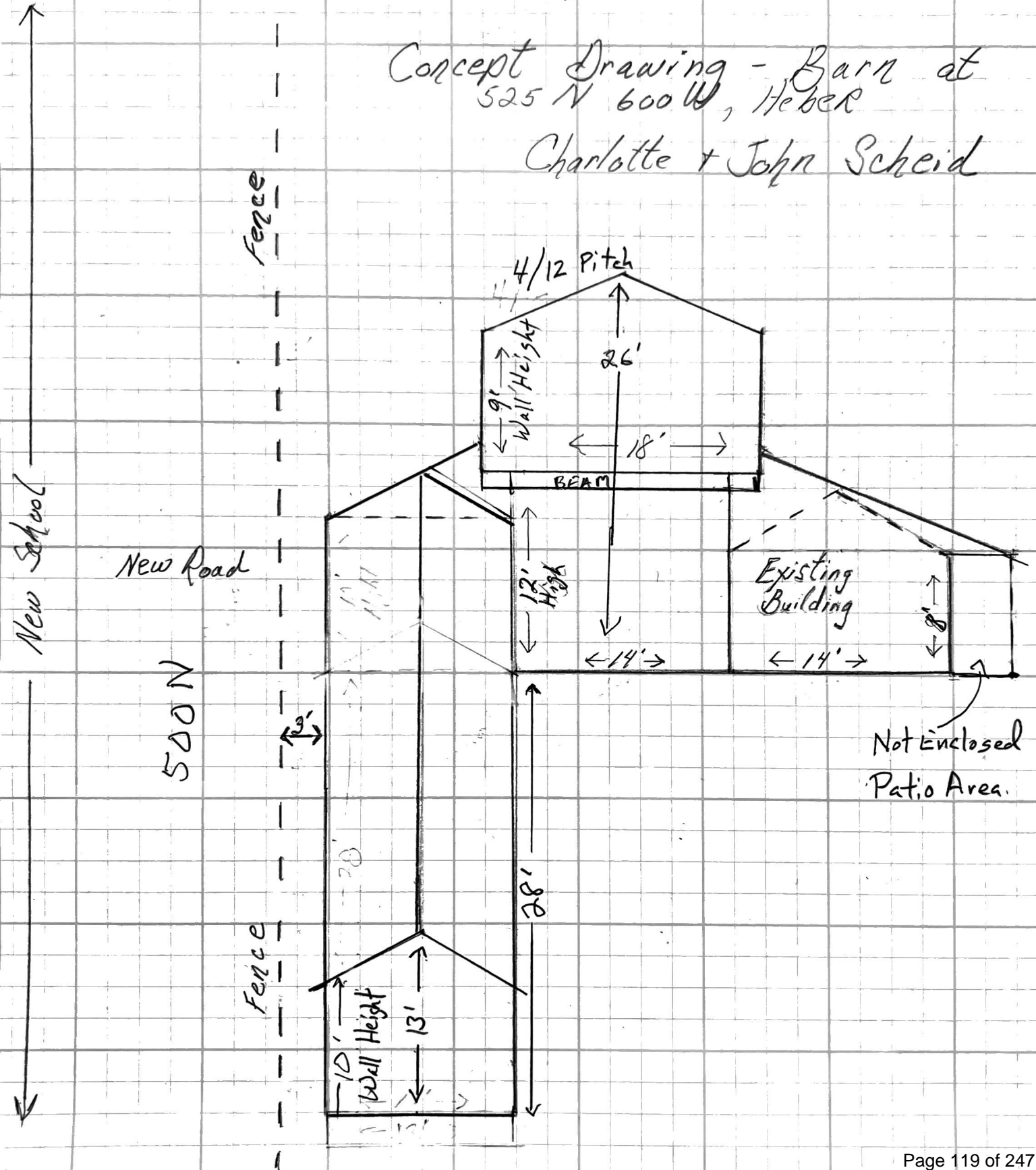


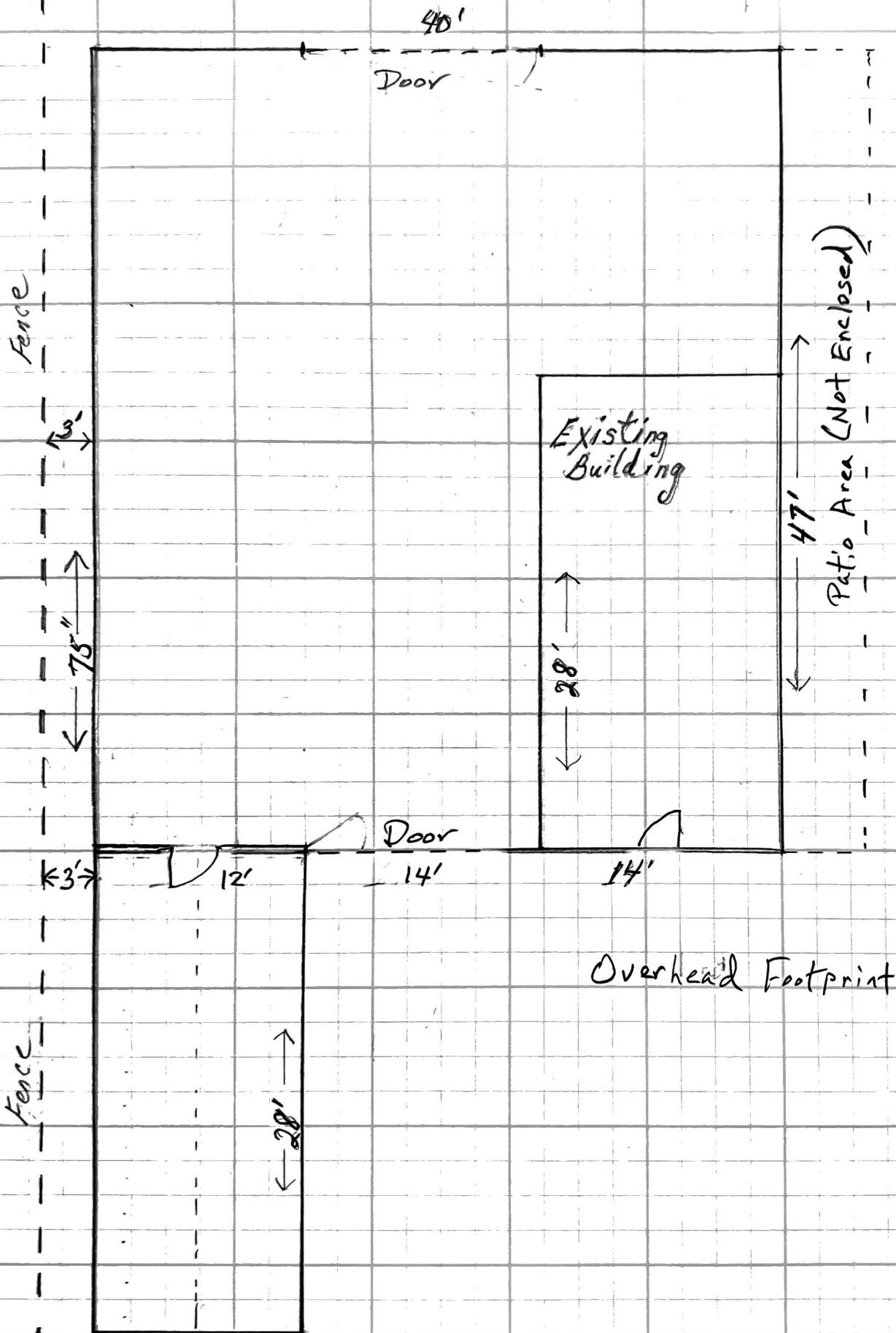
Scale: 1sq = 2ft



Concept Drawing - Barn at
525 N 600 W, Heber

Charlotte + John Scheid





To Heber City Planning Commission/Staff,

Per our meeting with the Mayor and City Council on 1 Jul 2025 and meeting with Mr. Jamie Baron we request the concept plan for a barn for our property located at 525 N 600 W be approved.

The purpose of the barn is twofold:

1. To shield our property from the impacts of the new high school currently under construction across the street from our home.
2. To provide us an ability store equipment and supplies used to manage our property in agricultural status.

We propose to use the existing shed and build the barn with a 3' setback from 500 North instead of the current city code requirement of 10'. At the meeting on 1 July we had unanimous support from the Mayor and City Council based on our discussion at the work meeting.

The school is supposed to put up a 6' wall on our property line next to the road. However they have raised the fields across the street by at least 6' above the road which significantly impacts our privacy. The barn structure will provide us with the ability to shield our backyard property from direct view across the street by those using the school property. It will also help to mitigate the noise and light impacts from the school as well.

The 3' setback is necessary for us to be able to have a 14' wide pull through area in the center of the barn and provide room for a turn radius to park equipment on the south side of the barn. Our pressurized irrigation system prevents us from using the south side of the barn as a door way to enter the barn without going to the additional expense and trouble of moving the line coming in under 500 North.

Your expeditious consideration of our request is greatly appreciated.

Please contact us at (321) 368-1072 or (321) 750-8188 if you have any questions or need further clarification.

Best Regards,

John and Charlotte Scheid

Heber Valley Corridor



ENVIRONMENTAL IMPACT STATEMENT

Heber City Council Meeting

August 19, 2025

Completed Activities

Local Government Coordination

- Met with Heber Valley Special Services District
- Provided updates in July
 - Update at the [Wasatch County Interlocal Meeting](#) on Jul. 9 (UDOT at 1:49:44)

Public Outreach

- Responded to property owner inquiries and met with owners as requested

Ongoing Activities

Public Outreach

- Coordinating with potentially impacted property owners, if requested

Detailed Alternatives Analysis

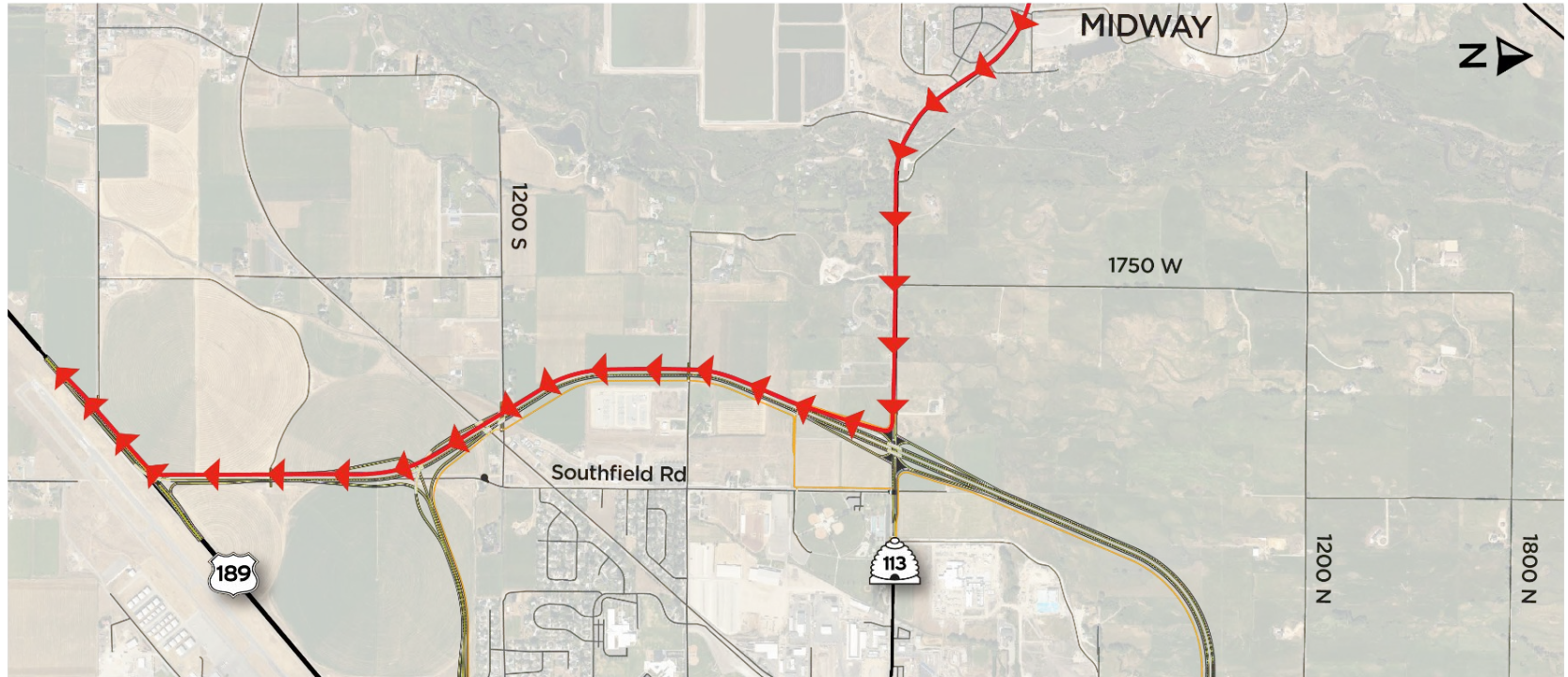
- Conducting field surveys in areas that haven't been surveyed previously
- Evaluating the project alternatives in depth, including benefits and impacts
- Identifying the preferred alternative

Local Government Coordination

- Meeting with Heber City and Wasatch County staff on a monthly basis
- Will meet with other local governments, if requested

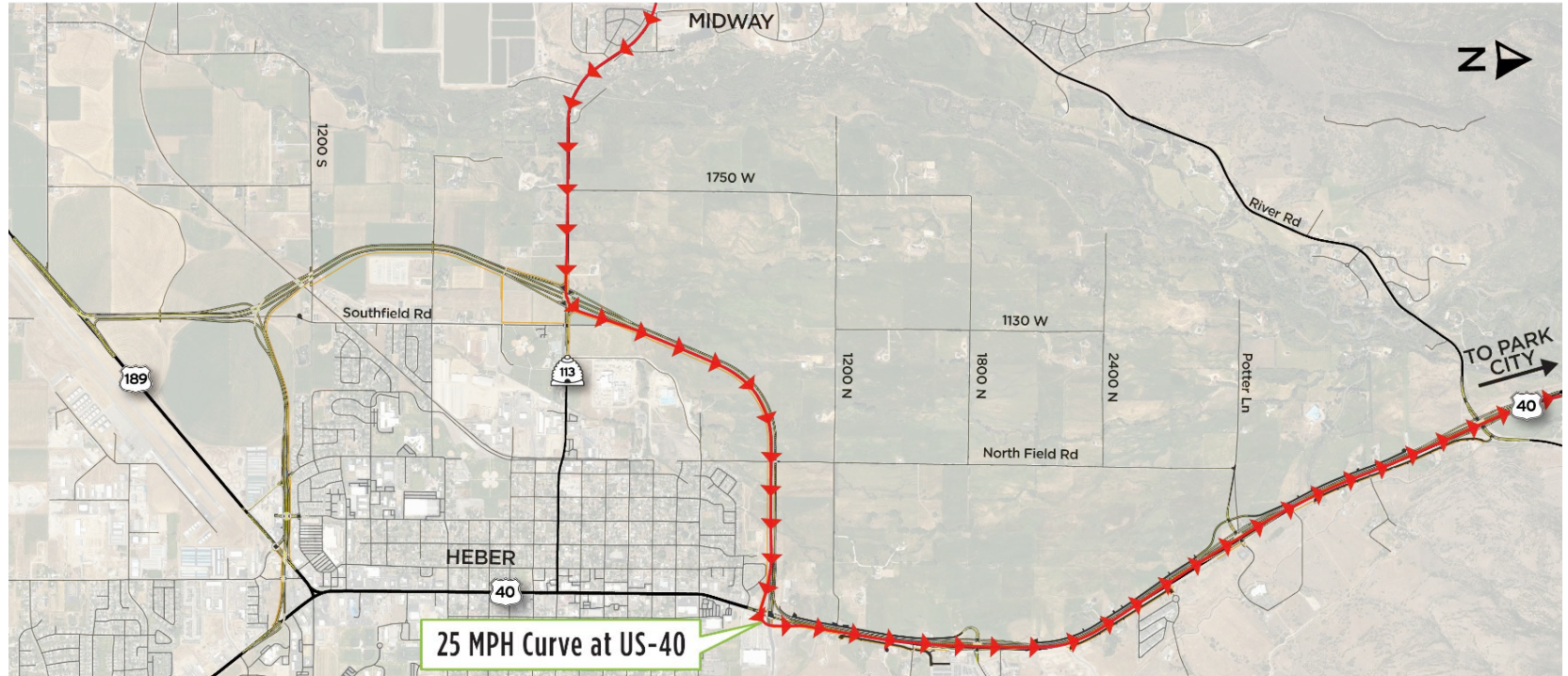
Midway Access to Corridor

Alternative A & Alternative B - Southbound



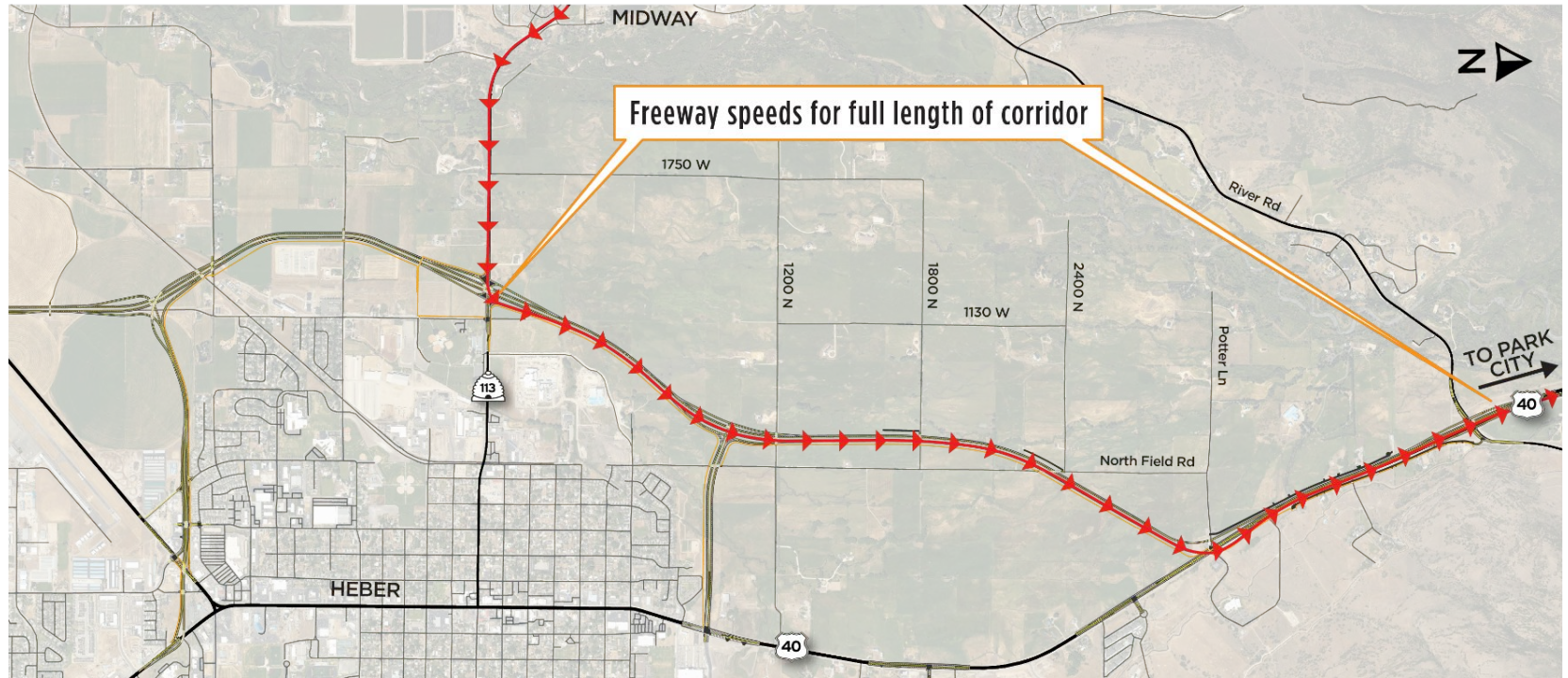
Midway Access to Corridor

Alternative A - Northbound



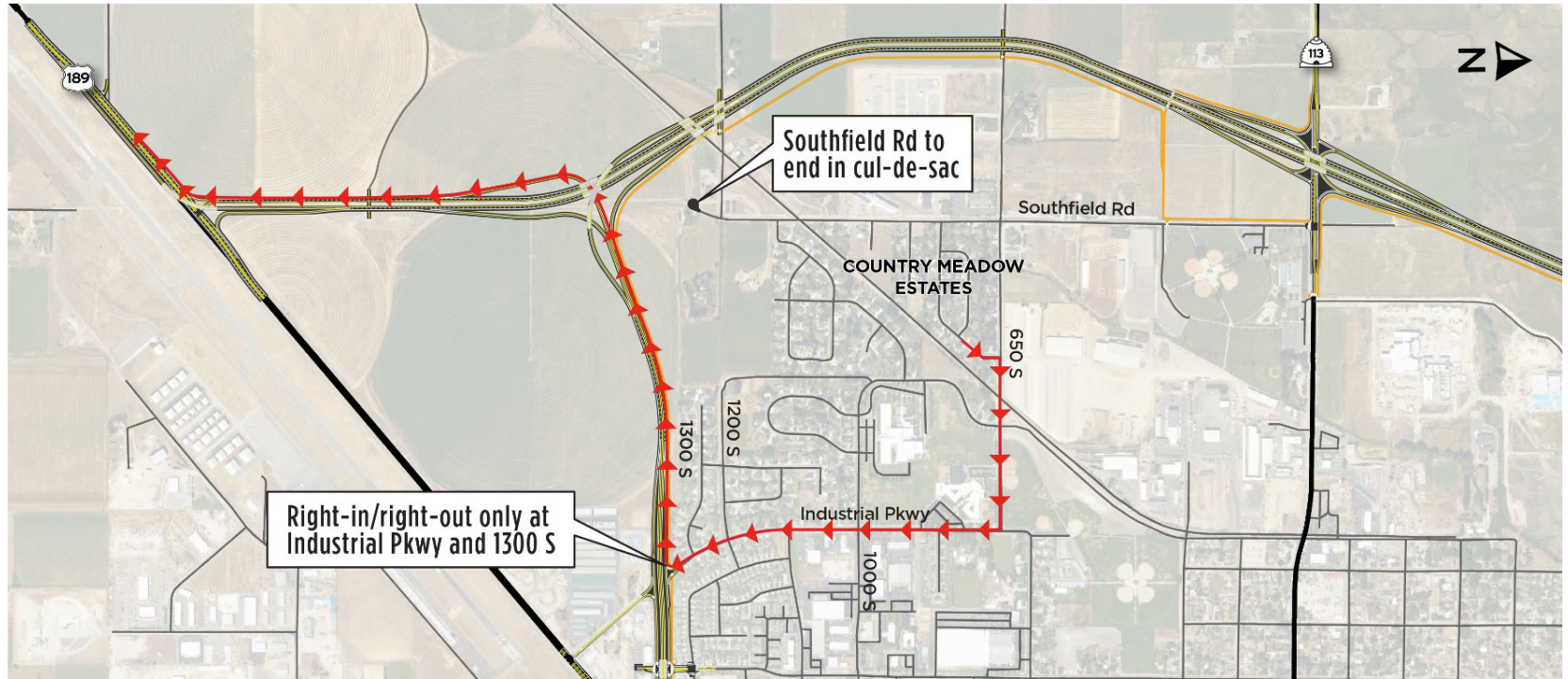
Midway Access to Corridor

Alternative B - Northbound



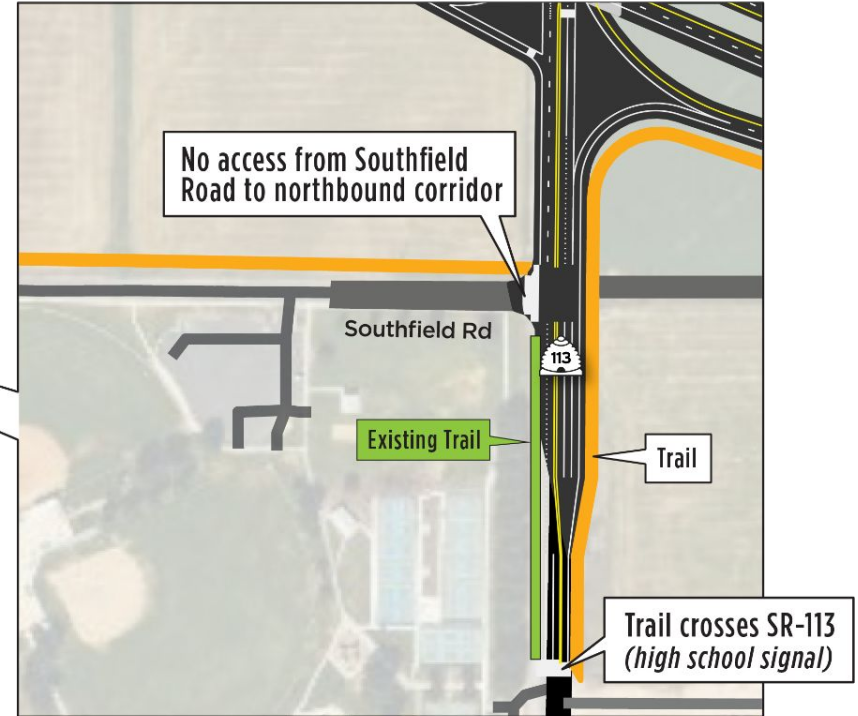
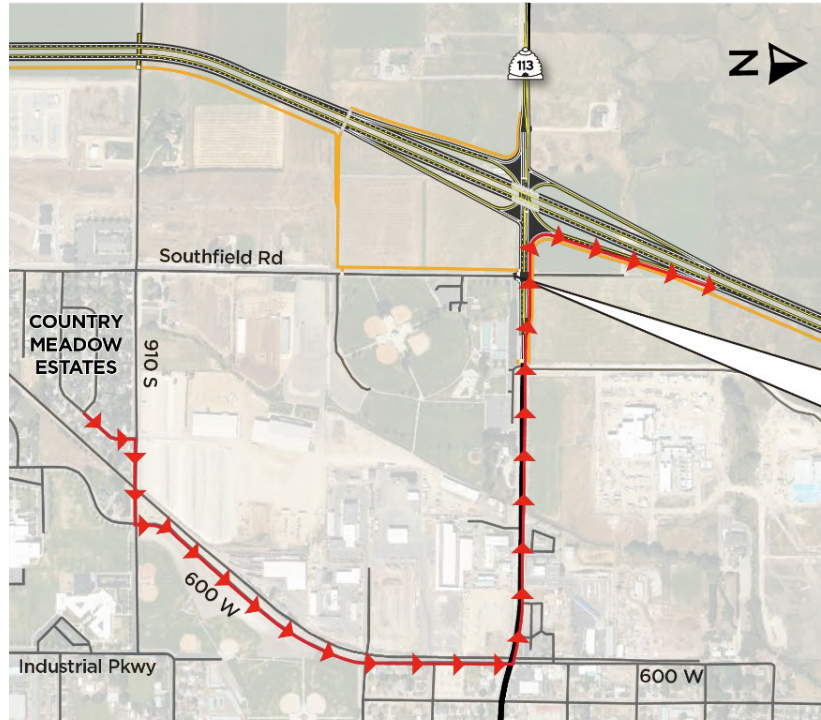
Southfield Road Neighborhood Access

Alternative A & B (access to southbound corridor)



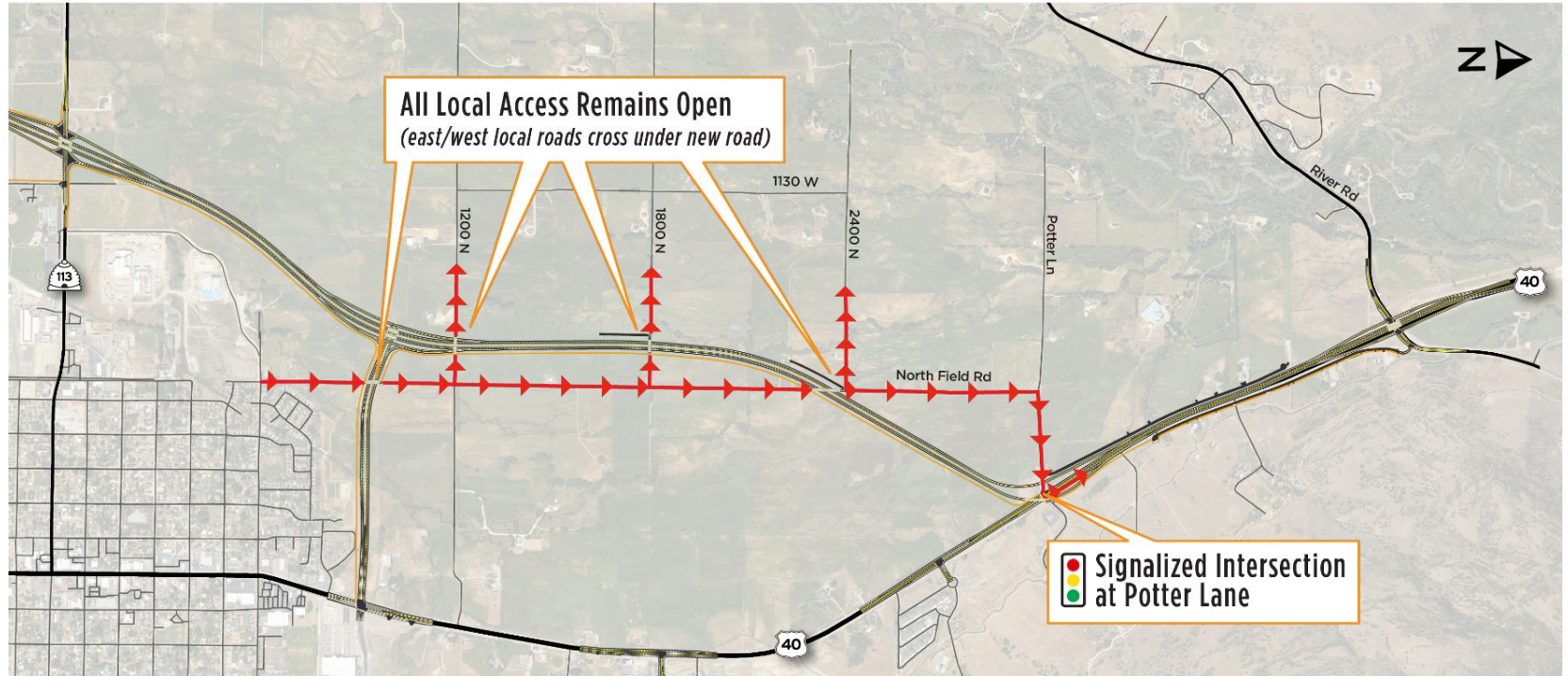
Southfield Road Neighborhood Access

Access to northbound corridor



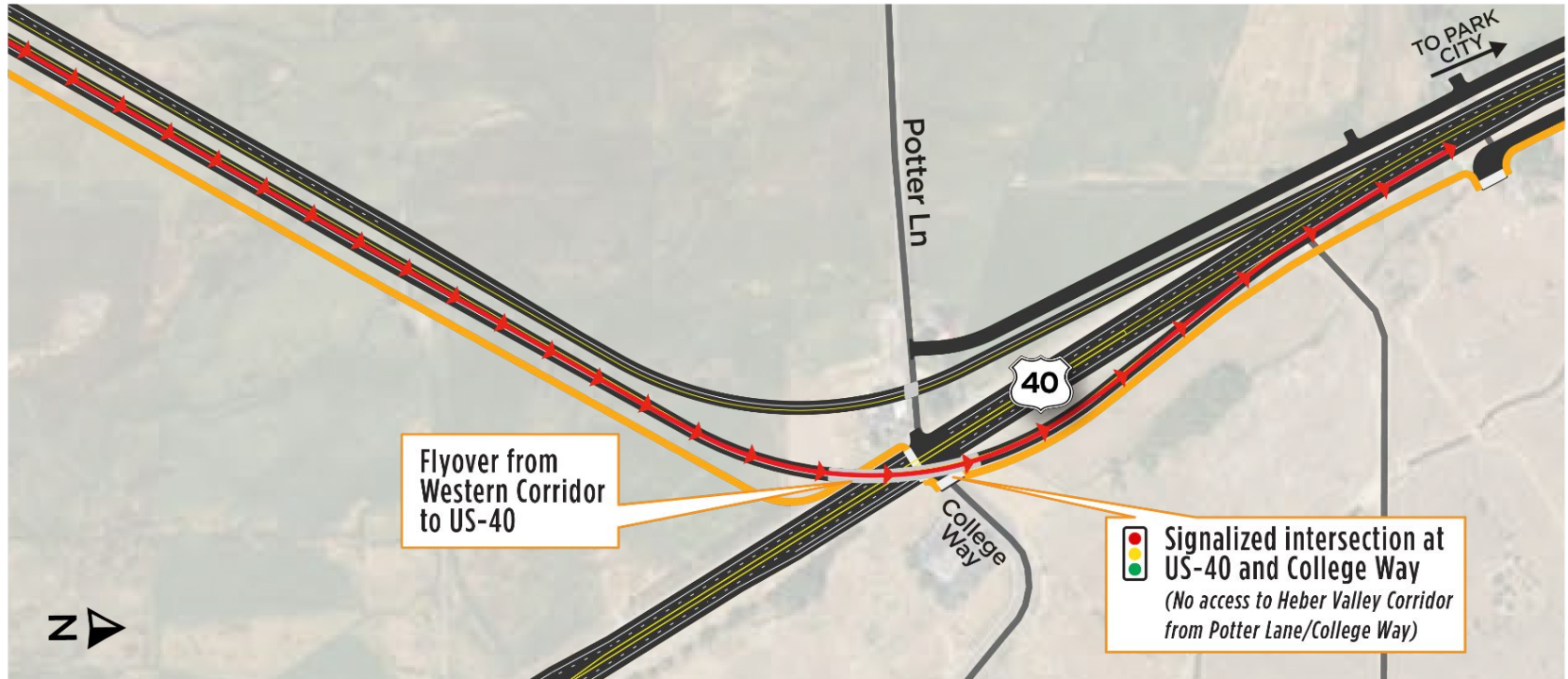
North Fields Access

Alternative B



North Fields Access

Alternative B - Potter Lane



What to Expect Next

Local Government Coordination

- Update at Wasatch County Council work session (Aug. 13, 4 p.m.)
- Update at Heber City Council General Session (Aug. 19, 6 p.m.)
- Updates to other local governments, if requested

Public Outreach

- Respond to property owner inquiries

Detailed Evaluation of Alternatives

- Evaluate benefits and impacts from alternatives
- Identify preferred alternative and publish Draft EIS (anticipated this fall)

What to expect next

Draft EIS: Notifications

(beginning at least two weeks ahead of hearings)

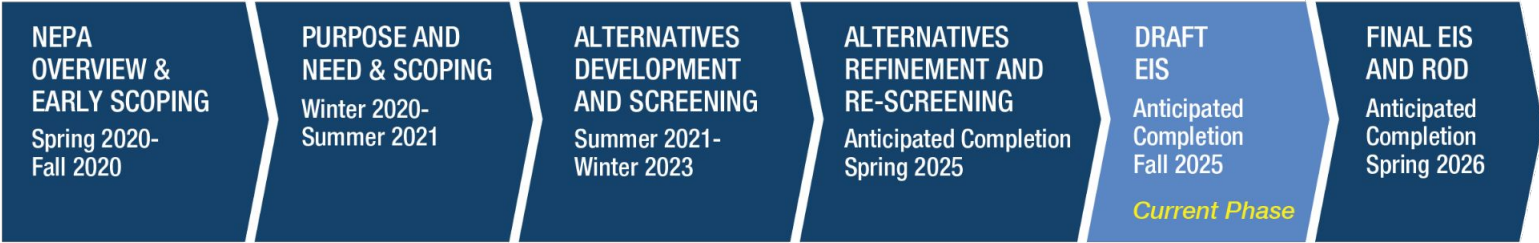
- ✓ Website
- ✓ Email
- ✓ Salt Lake Tribune, Deseret News
- ✓ Community newsletters
- ✓ Social media (Facebook Group)
- ✓ Social media ads
- ✓ Mailed postcards

Public Engagement

Draft EIS: What to Expect

- Public meetings and 45-day public comment period
- In-person public hearing: ask questions, view project materials, submit a public comment, or speak to a UDOT ROW agent
- Virtual meeting will include presentation and Q&A session
- Same project materials will be available at both meetings

Schedule



ONGOING STAKEHOLDER ENGAGEMENT

- | | | | | | |
|---|--|---|--|---|--|
| <ul style="list-style-type: none"> • Virtual public meeting • 30-day comment period | <ul style="list-style-type: none"> • File Notice of Intent to begin NEPA process • 45-day comment period | <ul style="list-style-type: none"> • Development alternative concepts • 30-day comment period (concepts) • 45-day comment period (screening) | <ul style="list-style-type: none"> • Revise and screen alternatives • Publish revised screening report with refined alternatives | <ul style="list-style-type: none"> • Public hearing • 45-day comment period • Preferred alternative identified | <ul style="list-style-type: none"> • Respond to comments • Revise EIS • Publish decision • Public engagement |
|---|--|---|--|---|--|

MONTHLY COORDINATION WITH LOCAL GOVERNMENT AND REGULAR STAKEHOLDER WORKING GROUP MEETINGS



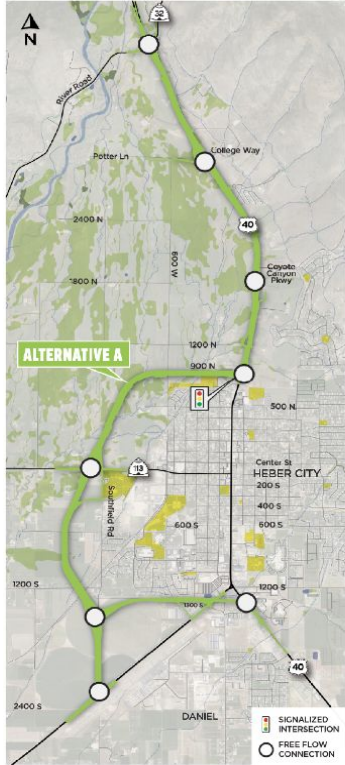
Heber Valley Corridor



ENVIRONMENTAL IMPACT STATEMENT

The environmental review, consultation, and other actions required by applicable Federal environmental laws for this project are being or have been carried-out by UDOT pursuant to 23 U.S.C. 327 and a Memorandum of Understanding dated May 26, 2022, and executed by FHWA and UDOT.

Alternatives for Draft EIS

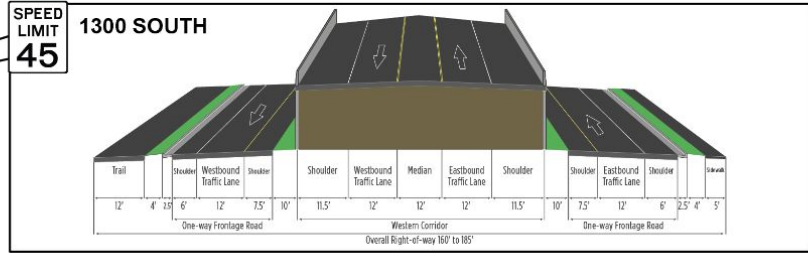
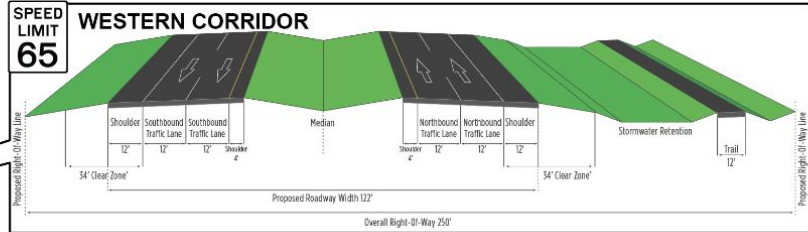
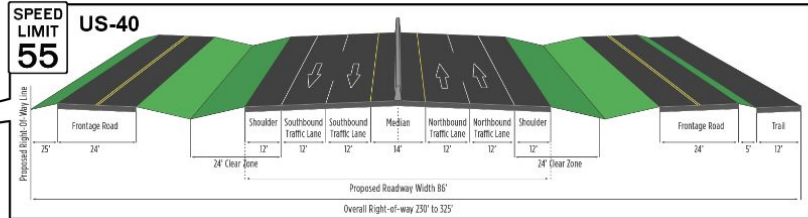
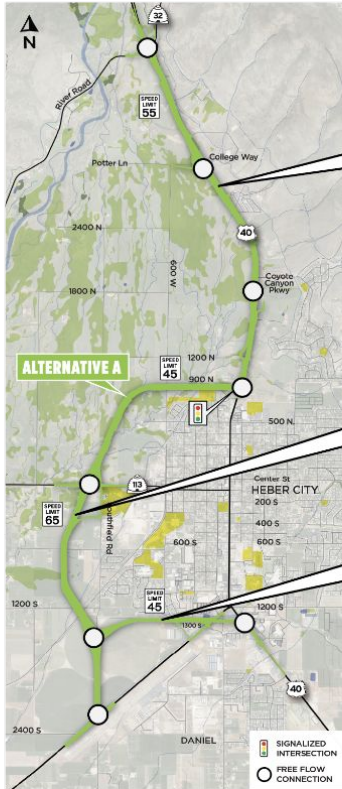


⇒ **Alternative A (on US-40)**

⇒ **Alternative B (off US-40)**

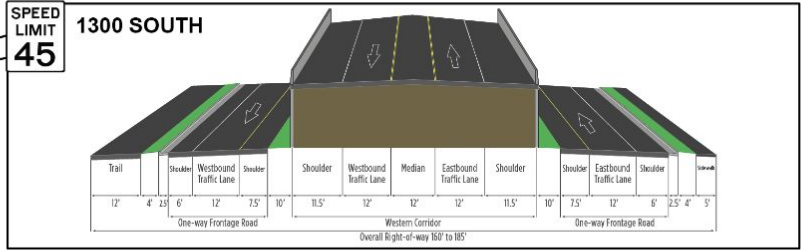
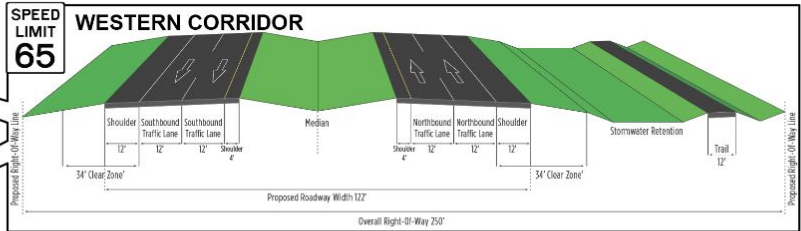
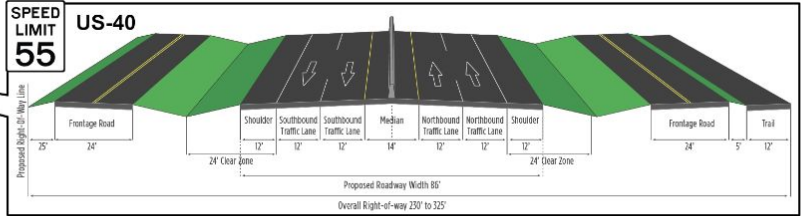


Alternative A



- Freeway facility (similar to US-40 north of SR-32)
- Uses existing US-40
- Requires frontage roads on US-40 for local connectivity
- Everything south of 900 N is the same for both alternatives

Alternative B



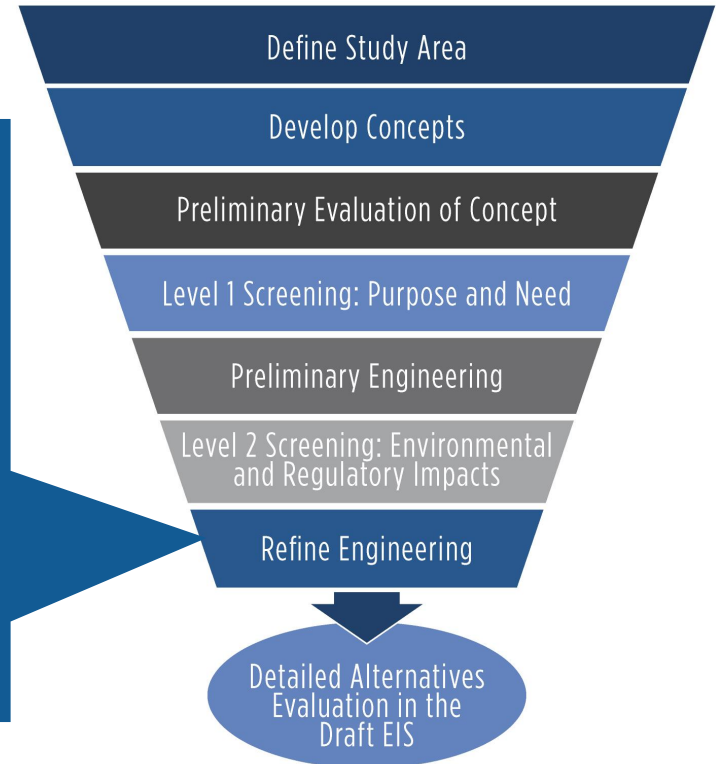
- Freeway facility (similar to US-40 north of SR-32)
- New corridor through North Fields
- US-40 remains similar to existing conditions south of College Way

Completed Activities

Alternatives Design Refinements

Design elements will address:

- Non-motorized transportation
- Drainage and Stormwater management
- Access and connectivity to local road networks
- Conflict with major infrastructure and utilities

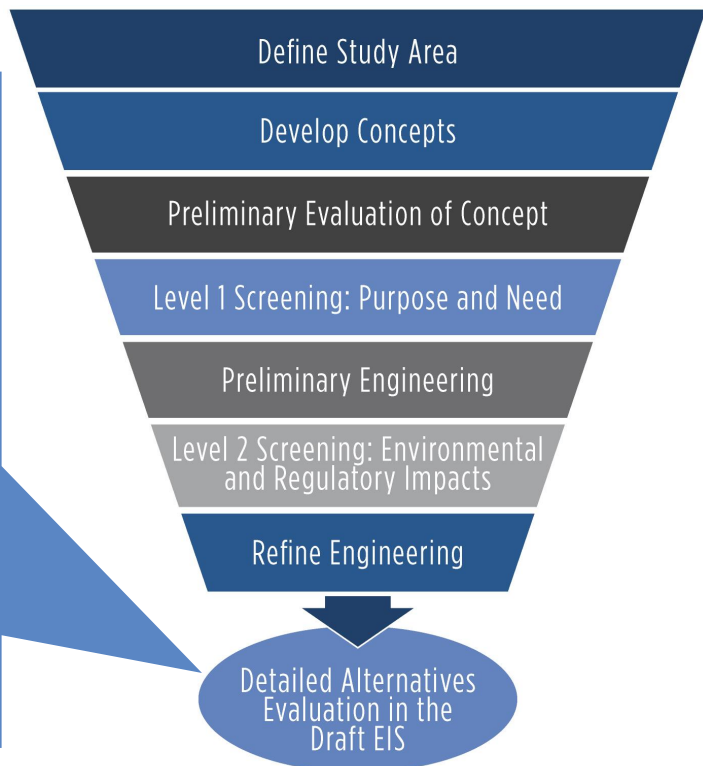


Current Activities

Detailed Evaluation of Alternatives (Draft EIS)

Impacts that will be evaluated include:

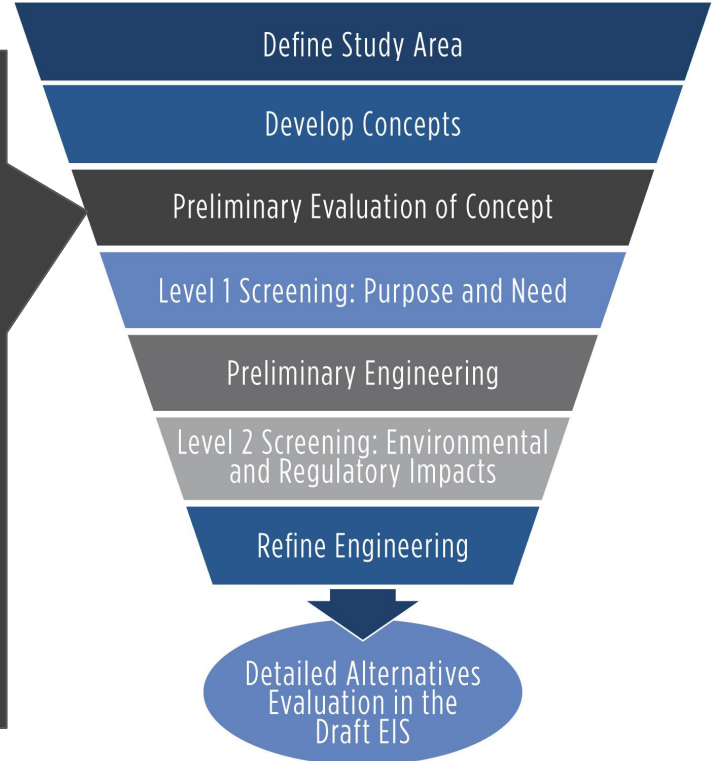
- Land use (including open space)
- Farmland
- Water quality
- Wildlife
- Visual resources
- Social and community resources
- Economics



Alternative Screening Process

The process started with a preliminary evaluation of alternatives. To be advanced to the next level of screening, alternatives needed to:

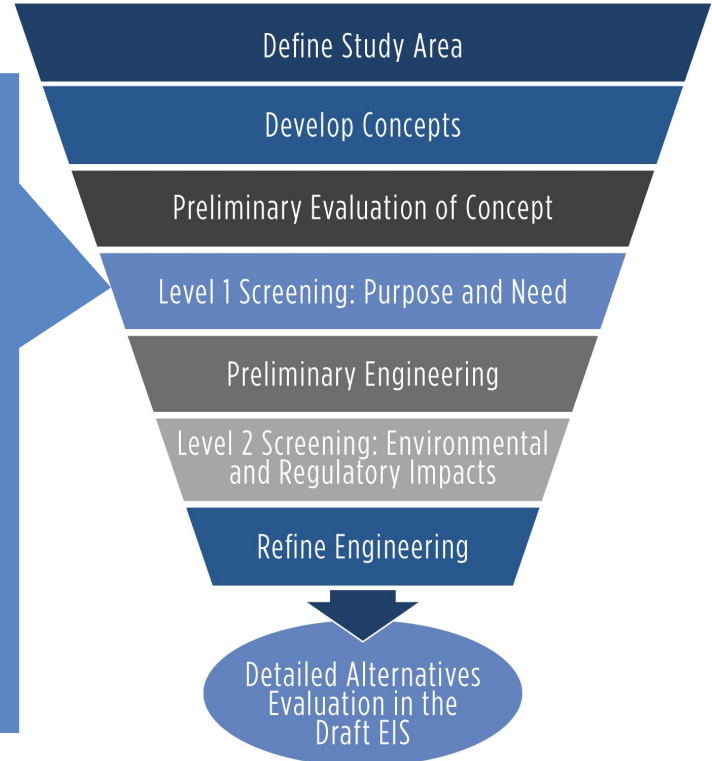
- ✓ Meet project objectives
- ✓ Not be redundant with other alternatives
- ✓ Be within the project study area
- ✓ Be technically and economically feasible
- ✓ Not be planned as a separate project
- ✓ Not be part of a larger alternative



Level 1 Screening Process

Transportation considerations evaluated include:

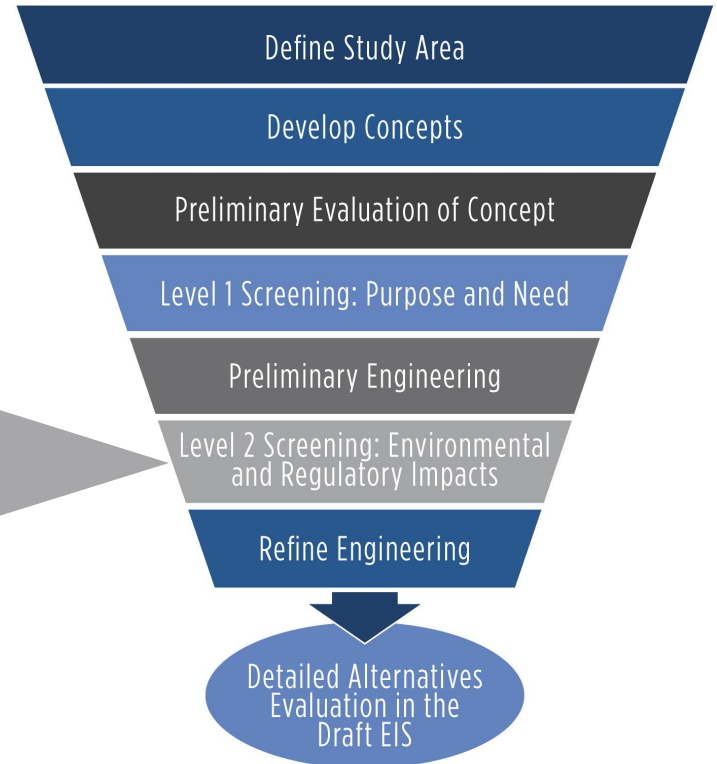
- Improve regional and local mobility on US-40 through 2050
- Provide opportunities for non-motorized transportation
- Allow Heber City to meet their vision for the historic town center



Level 2 Screening Process

Environmental and regulatory impacts include:

- Wetlands
- Section 4(f) resources
- Property impacts
- Cost





Heber City Council Staff Report

MEETING DATE: 8/19/2025
SUBJECT: Public Safety Report
RESPONSIBLE: Parker Sever
DEPARTMENT: Police Department
STRATEGIC RELEVANCE:

SUMMARY

RECOMMENDATION

BACKGROUND

DISCUSSION

FISCAL IMPACT

CONCLUSION

ALTERNATIVES

1. Approve as proposed
 2. Approve as amended
 3. Continue
 4. Deny
-

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve** the **item** as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Approve as Amended

I move to **approve** the **item** as amended, as follows.

Alternative 3 - Continue

I move to **continue** the **item** to another meeting on [DATE], with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 4 - Denial

I move to **deny** the **item** with the following findings.

ACCOUNTABILITY

Department: Police Department
Staff member:

EXHIBITS

None



Arts & Entertainment Venue Development and Operations

July 19, 2025

Mike Bradshaw
Cody Winterton
Jordanelle REF Acquisition LLC
Heber City, UT 84032

Re: Project Management for a Strategic Development Plan and Market Study for the *Sunset Ridge Amphitheater at Jordanelle Ridge*.

Dear Mike and Cody:

Performative Inc. (Phil Jordan) will provide Project Management Services to deliver a Strategic Development Plan and Market Study for the *Sunset Ridge Amphitheater (AMP)* at Jordanelle Ridge as follows:

- I. **Establish and manage New AMP Project Committee (7 members)** to participate in the development plan process with representation from:
 - JRA - Principals (2)
 - Heber City Council - Members (2)
 - Heber City Corporation - City Manager (1)
 - Heber Valley Arts Center/Arts District tenant - President (1)
 - Heber Valley Tourism - Executive Director (1)
- II. **Market Study & Precedent Venues Tour** that confirms community benefit (including economic impact), market demand and *right-sizing of the facility* to attract national and regional presenters and successfully operate as a financially viable entertainment center.
- III. **Conceptual Schematic Design** as a basis for Project Committee and government approvals, cost estimating, and stakeholder outreach.
- IV. **Cost estimate** including phasing and development options.
- V. **Schedule** of required activities for the Strategic Development Plan and Market Study and the completed AMP Project, which will be proposed as turnkey delivery of the complete high functioning and well operated facility.

Performative, Inc Fees and Expenses

As much of this work has already been underway, Performative Inc. will provide the Development Plan and Market Study outlined above estimated to be completed in four months of the return of a signed copy of this proposal.

The fee for these services will be \$20,000 per month for estimated four (4) months to total **\$80,000** plus pass-through sub-consultant costs and all pre-approved travel / reimbursables.

Project Management for a Strategic Development Plan and Market Study for the Sunset Ridge Amphitheater at Jordanelle Ridge.

Travel

One (1) Precedent Venues Tour is proposed for the AMP Project Committee to occur in August, 2025 that may travel out of state to tour and experience 1-3 comparable amphitheater venue(s) in order to complete the Development Plan. Once this tour is approved, then a separate expense estimate will be prepared for review/approval. Conceptual travel allowance for two (2) days / one (1) overnight is \$10,000.00 [hotel, ground transport, meals, airfare]

Subject Matter Expert Sub-Consultant Services

Sub-consultants will include **Victus Consulting and Marketing** for the market studies, **Construction Control Corporation** for scheduling and estimating, and **Method Studio Architects** for conceptual design.

Estimated Consultant costs

Market Study	\$ 37,000.00
Estimating and Scheduling	\$ 20,000.00
<u>Conceptual Design</u>	<u>\$ 40,000.00</u>
Total Sub-consultants	\$ 97,000.00

Total Consulting Services are estimated as \$ 177,000.00

Please let me know if you have any questions concerning this proposal. We look forward to working with you to provide the basis for a successful project.



Phil Jordan, CVE
Principal

Member of



We hereby accept this proposal.

Mike Bradshaw

Principal

Jordanelle REF Acquisition LLC

Signature of acceptance:

Date _____

**PID COOPERATION AGREEMENT
BETWEEN
HEBER CITY,
JORDANELLE RIDGE PUBLIC INFRASTRUCTURE DISTRICTS NO. 2,
AND
JORDANELLE RIDGE REF ACQUISITION, LLC**

THIS PID COOPERATION AGREEMENT (this “Agreement”) is made and entered into as of this 1st day of March, 2022, by and between the HEBER CITY, a political subdivision of the State of Utah (“City”), JORDANELLE PUBLIC INFRASTRUCTURE DISTRICTS NO. 2, a political subdivision of the State of Utah (the “District”), and JORDANELLE RIDGE REF ACQUISITION, LLC (“Developer”). The City, the District, and Developer are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to exercise certain powers that are more specifically set forth in the District’s Governing Document approved by the City on March 1, 2022 (“Governing Document”); and

WHEREAS, the Parties desire to enter into this PID Cooperation Agreement to provide a mechanism to enforce the Governing Document, provide a mechanism to determine the Enhanced Improvements for the District, and enforce the commitments of the Developer with respect to Developer Funded Amenities within the District; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Cooperation Agreement (“Agreement”).

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Enforcement of Governing Document. The District acknowledges and agrees that the Governing Document, as amended, is binding on the District and the terms and conditions of the Governing Document are incorporated into this Agreement.

2. Operations and Maintenance. The District shall dedicate the Public Improvements (as defined in the Governing Document) to the City or other appropriate jurisdiction in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The District shall be authorized, but not obligated, to own Public Improvements not otherwise required to be dedicated to the City or other public entity, and all necessary equipment and appurtenances incident thereto. Approval of Public Improvements or

Enhanced Improvements by the City does not obligate the City to own or operate any such Improvements.

3. Enhanced Improvements. To comply with Section IV of the Governing Document, the District agrees to fund and construct the Enhanced Improvements as set forth in Exhibit 1, unless the District request and receive approval from the Heber City Council to modify the Enhanced Improvements. The District shall submit to the City final design and engineering plans for the Enhanced Improvements within two years of the District issuing bonds, and the District shall diligently pursue construction of the Enhanced Improvements upon approval of the design and engineering plans by the City. The Developer certifies that it currently has, and will continue to reserve and guaranty, sufficient water rights to construct and complete the Enhanced Improvements, and will not allow such water reservation to be applied towards any other development or improvement rights of the Developer. Such certification shall be provided in writing and in a form and substance acceptable to the City in its reasonable judgement. The District and the Developer agree to deed over all or any portion of the Enhanced Improvements to the City if requested by the City.

4. Developer Funded Amenities. In addition to the Enhanced Improvements set forth in Exhibit 1, and to incentivize City to approve the District and the Governing Documents, the Developer agrees to fund and construct the Developer Funded Amenities set forth in Exhibit 2. City and Developer acknowledge and agree that the Developer Improvements are in addition to any requirements in the Development Agreement, dated June 24, 2020 by and between Heber City and RE Investment Holdings, LLC. The Developer shall submit to the City final design and engineering plans for the Developer Funded Amenities within two years of the District issuing bonds within the Village where the Developer Funded Amenities are to be located, and the Developer shall diligently pursue construction of the Developer Funded Amenities upon approval of the design and engineering plans by the City. The Developer Funded Amenities shall be owned and maintained by a homeowners' association or a private club entity, and not dedicated to the City.

5. Additional Benefit of Districts. In addition to the Enhanced Improvements and Developer Improvements required for the District, Developer shall utilize funds from the Net Proceeds to construct the additional PID improvements set forth in Exhibit 3, which improvements will benefit the residents within the Project, and which improvements may either not have been constructed by the Developer, or may have been constructed utilizing alternative funding mechanisms.

6. No Carryover. The Enhanced Improvements and/or Developer Funded Amenities for District No. 2 may exceed the required 10% of the Net Proceeds. Nevertheless, Developer agrees that the Developer Improvements for District No. 2 shall not be utilized to offset the Enhanced Improvement or Developer Funded Amenities requirements for District Nos. 3, 4 or 5 and set forth in Section IV of the Governing Document.

7. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery,

via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:

Jordanelle Ridge Public Infrastructure District No. 1.
Attn: Michael Bradshaw
48 East 100 North, Suite A
Heber City, Utah 84032

To Developer:

Jordanelle Ridge REF Acquisition, LLC
Attn: Cody Winterton
10421 S Jordan Gateway Suite 200
South Jordan, Utah 84095

Cross Lake Partners
Attn: Jonathan Shumaker
1166 Avenue of the Americas
New York, NY 10036

To the City:

Heber City
c/o City Recorder
75 N Main Street
Heber City, UT 84032

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

8. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Governing Document.

9. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

10. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in

equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

11. Term. This Agreement shall terminate upon the earlier to occur of dissolution of the District or fifty (50) years from the date hereof.

12. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Utah.

13. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

14. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

15. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District, the Developer and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District, Developer and the City shall be for the sole and exclusive benefit of the District, Developer and the City.

16. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

18. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

19. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Governing Document.

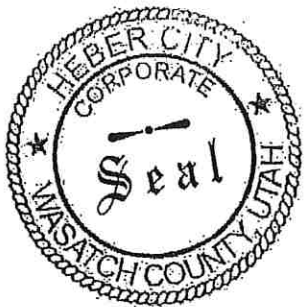
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**JORDANELLE RIDGE PUBLIC
INFRASTRUCTURE DISTRICT NO. 2**

By: [Signature]
Chair

Attest:

[Signature]
Secretary



HEBER CITY

By: [Signature]
Mayor

Attest:

[Signature]
City Recorder

**JORDANELLE RIDGE REF ACQUISITION,
LLC**

By: [Signature]

Print Name: COOY WINTERSTON

Title: Authorized Agent

**GOVERNING DOCUMENT
FOR
JORDANELLE RIDGE PUBLIC INFRASTRUCTURE DISTRICTS NOS. 1-5
HEBER CITY, UTAH**

March 1, 2022

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LIST OF EXHIBITS

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EXHIBIT C	PID Cooperation Agreement (District No. 1)
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EXHIBIT D	Form PID Cooperation Agreement (Districts 3, 4 and 5).

I. INTRODUCTION

A. Purpose. The Districts are independent units of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Governing Document, their activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Governing Document. It is intended that the Districts will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the Districts. The primary purpose of the Districts will be to finance the construction of these Public Improvements. The Districts are not being created to provide any ongoing operations and maintenance services.

B. Objective of the City Regarding Governing Document. The City's objective in approving the Governing Document for the Districts is to authorize the Districts to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by one or more of the Districts (or interlocal entity formed by the Districts). All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for and at a tax mill levy no higher than the Maximum Debt Mill Levy, and/or repaid by Assessments. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Governing Document is intended to establish a limited purpose for the Districts and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only through an Interlocal Agreement with the City or relevant public entity.

It is the intent of the Districts to dissolve upon payment or defeasance of all Debt incurred or upon a determination that adequate provision has been made for the payment of all Debt, and if the Districts have authorized operating functions under an Interlocal Agreement, to retain only the power necessary to impose and collect taxes or Fees to pay for these costs.

The Districts shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Assessments or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on taxable properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on taxable properties. It is the intent of this Governing Document to assure to the extent possible that no taxable property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no taxable property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the Districts.

C. Applicability. This Governing Document is not intended to and does not create any rights in favor of any party other than the City. The failure of a District to comply with any

terms or conditions of this Governing Document shall not relieve any property owner of an obligation to pay taxes that are adopted or imposed by a District.

II. DEFINITIONS

In this Governing Document, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Annexation Area: means for each District, the area within the Initial Districts Boundaries but not within that District.

Assessment: means assessments levied in an assessment area created within a District.

Board: means the board of trustees of a District.

Bond, Bonds or Debt: means bonds or other obligations, including loans of any property owner, for the payment of which the District has promised to impose an *ad valorem* property tax mill levy, and/or collect Assessments.

City: means Heber City, Utah.

City Code: means the City Code of Heber City, Utah.

City Council: means the City Council for Heber City, Utah.

Developer Funded Amenities: means amenities that are not required to be constructed under the Development Agreement, and that the developer of the Project commits to fund and install in consideration for the City approving the Districts and the issuance of bonds for the District.

Development: means the Jordanelle Ridge Master Plan area.

Development Agreement: means the Development Agreement for the Upper Jordanelle Master Plan Community, dated June 24, 2020 by and between Heber City and RE Investment Holdings, LLC (assigned to Jordanelle Ridge, LLC).

District: means any one of the Jordanelle Ridge Public Infrastructure Districts Nos. 1, 2, 3, 4 and 5.

District No. 1: means the Jordanelle Ridge Public Infrastructure District No. 1.

District No. 2: means the Jordanelle Ridge Public Infrastructure District No. 2.

District No. 3: means the Jordanelle Ridge Public Infrastructure District No. 3.

District No. 4: means the Jordanelle Ridge Public Infrastructure District No. 4.

District No. 5: means the Jordanelle Ridge Public Infrastructure District No. 5.

Districts: means the Jordanelle Ridge Public Infrastructure Districts Nos. 1, 2, 3, 4 and 5.

District Area: means the total property within the Initial Districts Boundary Map, which includes approximately 3,051 acres.

End User: means any owner, or tenant of any owner, of any taxable improvement within a District, who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

Enhanced Improvements: means enhanced park improvements, recreational amenities or cultural amenities within the Project Area that are not required to be constructed under the Development Agreement, and which directly benefit the residents within the Project.

Fees: means any fee imposed by a District for administrative services provided by the District.

Financial Plan: means the Financial Plan described in Section VII which describes (i) the potential means whereby the Public Improvements may be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

General Obligation Debt: means a Debt that is directly payable from and secured by ad valorem property taxes that are levied by a District and does not include Limited Tax Debt.

Governing Document: means this Governing Document for the Districts approved by the City Council.

Governing Document Amendment: means an amendment to the Governing Document approved by the City Council in accordance with the City's ordinances and the applicable state law and approved by the Board in accordance with applicable state law.

Initial Districts Boundaries: means the boundaries of the area described in the Initial Districts Boundary Map.

Initial Districts Boundary Map: means the map attached hereto as **Exhibit B**, depicting the initial boundaries of the Districts.

Limited Tax Debt: means a debt that is directly payable from and secured by ad valorem property taxes that are levied by one or more Districts which may not exceed the Maximum Debt Mill Levy.

Local District Act: means Title 17B of the Utah Code, as amended from time to time.

Maximum Debt Mill Levy: means the maximum mill levy the Districts are permitted to impose for payment of Debt as set forth in Section VII.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy for any given series of bonds as set forth in Section VII.D below.

Municipal Advisor: means a consultant that: (i) advises Utah governmental entities on matters relating to the issuance of securities by Utah governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) shall be the municipal advisor of the City unless otherwise approved by the City.

Net Proceeds: means the gross proceeds of the sale of bonds, less any of the following: (1) amounts applied or to be applied to pay transaction and administrative expenses, including underwriting discount, (2) amounts to pay cost of issuance, and (3) amounts to pay capitalized interest and to fund any reserves deemed necessary or appropriate by a District, not including any investment earnings realized thereon.

Project: means the development or property commonly referred to as Jordanelle Ridge, and more specifically described in the Development Agreement.

PID Act: means Title 17D, Chapter 4 of the Utah Code, as amended from time to time and any successor statute thereto.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Local District Act to serve the future taxpayers and inhabitants of the District Area.

State: means the State of Utah.

Taxable Property: means real or personal property within the District Area subject to ad valorem taxes imposed by a District.

Trustee: means a member of the Board.

Utah Code: means the Utah Code Annotated 1953, as amended.

Village: means one of Villages 1, 2, 3, 4 and 5 as set forth in the Development Agreement.

III. DISTRICT DESCRIPTION / BOUNDARIES

The area of the Initial Districts Boundaries includes approximately 3,051 acres, which encompasses Villages 1, 2, 3, 4 and 5 of the Development and described in the Development Agreement. A legal description of the Initial Districts Boundaries is attached hereto as **Exhibit A**. A map of the Initial Districts Boundaries is attached hereto as **Exhibit B**.

It is anticipated that five (5) separate public infrastructure districts will be established as part of the Development and within the Initial Districts Boundaries. The anticipated Districts are as follows:

Jordanelle Ridge Public Infrastructure District No. 1

- a. Size: Approximately 464 acres for the initial boundaries.
- b. Location: The proposed District will be located within Wasatch County parcel numbers 0020-8193; 0020-8400; 0020-8401, 0007-6922.
- c. Proposed Use of Area: The Developer intends to construct Village 1, complete with new public infrastructure within the proposed District No 1.

Jordanelle Ridge Public Infrastructure District No. 2

- a. Size: Approximately 311 acres for the initial boundaries.
- b. Location: The proposed District will be located within Wasatch County parcel numbers 0007-8522; 0007-9017; 0007-8878; 0007-8522; 0007-7326.
- c. Proposed Use of Area: The Developer intends to construct Village 2, complete with new public infrastructure within the proposed District No 2.

Jordanelle Ridge Public Infrastructure District No. 3

- a. Size: Approximately 559 acres for the initial boundaries.
- b. Location: The proposed will be located within Wasatch County parcel numbers 0007-7185; 0007-7201; 0007-7318; 0020-8402; 8403; 0000-5244.
- c. Proposed Use of Area: The Developer intends to construct Village 3, complete with new public infrastructure within the proposed District No 3.

Jordanelle Ridge Public Infrastructure District No. 4

- a. Size: Approximately 861 acres for the initial boundaries.

b. Location: The proposed will be located within Wasatch County parcel numbers 0007-7201; 0007-7318; 0007-8555; 0007-7300; 0007-8571.

c. Proposed Use of Area: The Developer intends to construct Village 4, complete with new public infrastructure within the proposed District No 4.

Jordanelle Ridge Public Infrastructure District No. 5

a. Size: Approximately 856 acres for the initial boundaries.

b. Location: The proposed will be located within Wasatch County parcel numbers 0007-7219; 0007-7300; 0007-8571; 0007-7284; 0007-7227; 0007-7243; 0007-7250; 0007-7268; 0020-6355; 0020-6356; 0020-6357; 0020-6358.

c. Proposed Use of Area: The Developer intends to construct Village 5, complete with new public infrastructure within the proposed District No. 5.

It is anticipated that the relative size of each District may be adjusted, or Districts may be combined, in order to maximize efficiency of each District or reduce costs attributable to the Districts. Any adjustment to the relative size of a District or the combination of Districts must be in accordance with Section V.A.5.

IV. BENEFITS OF DISTRICTS

The Districts will provide new Jordanelle Ridge homeowners with additional amenities and provide the residents of Heber City additional benefits that far exceed those required by the Development Agreement. At a minimum, each District will invest 10% of the Net Proceeds from each original bond issuance to fund construction of Enhanced Improvements. The procedure for each District to receive approval from the City for the Enhanced Improvements shall be established in the Cooperation Agreement.

In addition, the developer of the Project has committed to provide additional Developer Funded Amenities within each District. The procedure for the developer to receive approval from the City for the Developer Funded Amenities shall be established in the Cooperation Agreement.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Governing Document Amendment. The Districts shall have the power and authority to provide the Public Improvements within and without the boundaries of the Districts as such power and authority is described in the District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the City or other

appropriate public entity or owners association in a manner consistent with the Approved Development Agreement and other rules and regulations of the City and applicable provisions of the City Code. Approval of Public Improvements or Enhanced Improvements by the City does not obligate the City to own or operate any such Improvements. The District shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto.

2. Construction Standards Limitation. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The Districts will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

3. Procurement. The Districts shall be subject to the Utah Procurement Code, Title 63G, Chapter 6a. Notwithstanding this requirement, the Districts may acquire completed or partially completed improvements for fair market value as reasonably determined by any one of a surveyor or engineer that the Districts employ or engage to perform the necessary engineering services for and to supervise the construction or installation of the improvements.

4. Debt Limitation. Prior to the issuance of any Debt, the Districts shall obtain the certification of a Municipal Advisor substantially as follows:

We are [I am] a Municipal Advisor within the meaning of the District's Governing Document.

We [I] certify that (1) the net effective interest rate to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

5. Annexation and Withdrawal.

(a) No District shall include within its boundaries any property outside the District Area without the prior written consent of the City. The City, by approval of this Governing Document, has consented to the annexation of any area within the Annexation Area Boundaries into a District, or one or more of the Districts combining to form a single District. Such area may only be annexed upon the District obtaining consent of all property owners and registered voters, if any, within the area proposed to be annexed into a District and the passage of

a resolution of the Board approving such annexation. Such approval by the City expires 15 years from the date of approval of this Governing Document.

(b) The City, by approval of this Governing Document, has consented to the withdrawal of any area within the District Boundaries from a District. Such area may only be withdrawn upon the District obtaining consent of all property owners and registered voters, if any, within the area proposed to be withdrawn and the passage of a resolution of the Board of the District approving such annexation. Such approval by the City expires 15 years from the date of approval of this Governing Document.

(c) Any annexation or withdrawal shall be in accordance with the requirements of the PID Act.

(d) Upon any annexation or withdrawal, the District shall provide the City a description of the revised District Boundaries.

(e) Annexation or withdrawal of any area in accordance with V.A.5 shall not constitute an amendment of this Governing Document.

6. Overlap Limitation. Without the written consent of the City, the District shall not consent to the organization of any other public infrastructure district organized under the PID Act within the District Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the District.

7. Total Debt Issuance Limitation. The Districts shall not issue combined Debt in excess of Two Hundred and Fifty Million Dollars (\$250,000,000). The Total Debt Issuance Limitation does not apply to the Districts' pledge of its property tax revenues to the Debt of one of the other Districts. This amount excludes any portion of bonds issued to refund a prior issuance of debt by one or more of the Districts. For any capital appreciation Debt issued by a District, only the par amount of such Debt at issuance (and not the value at conversion) of such Debt shall count against this amount.

8. Bankruptcy Limitation. All of the limitations contained in this Governing Document, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Governing Document with conditions pursuant to Section 17D-4-201(5), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy

Plan under Bankruptcy Code Section 943(b)(6). Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Governing Document Amendment.

9. Governing Document Amendment Requirement. This Governing Document has been designed with sufficient flexibility to enable the Districts to provide required facilities under evolving circumstances without the need for numerous amendments. Actions of the Districts which violate the limitations set forth in V.A.1-8 above or in VII.B-G shall be deemed to be material modifications to this Governing Document and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts. Subject to the limitations and exceptions contained herein, this Governing Document may be amended by passage of a resolution of the City and the Districts approving such amendment. The City may, in the City's discretion, approve amendments to this Governing Document for one or more individual District without approval of the other Districts.

10. Preliminary Engineering Survey. The Districts shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the Districts, to be more specifically defined in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the District Area and is approximately Two Hundred and Fifty Million Dollars (\$250,000,000). All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and/or any other applicable public entity and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

11. Multiple District Structure. It is anticipated that the Districts, collectively, will undertake the financing and construction of the Public Improvements. The nature of the functions and services to be provided by each District shall be clarified in an interlocal agreement between and among the Districts. All such agreements will be designed to help assure the orderly development of the Public Improvements and essential services in accordance with the requirements of this Governing Document. Implementation of such interlocal agreement is essential to the orderly implementation of this Governing Document. Accordingly, any determination of any Board to set aside said interlocal agreement without the consent of all of the Districts shall be a material modification of the Governing Document. Said interlocal agreement may be amended by mutual agreement of the Districts without the need to amend this Governing Document.

12. Eminent Domain. In no event shall any District have authority to exercise eminent domain or utilize any funds of the District to support any eminent domain action or proceeding without the prior approval of the City Council.

13. Ownership of Improvements. The District shall be authorized, but not obligated, to own Public Improvements not otherwise required to be dedicated to the City or other public entity, and all necessary equipment and appurtenances incident thereto

VI. THE BOARD OF TRUSTEES

A. Board Composition. The initial Board of each District shall be composed of 3 Trustees who shall be appointed by the City Council pursuant to the PID Act. Trustees shall be at large seats. Trustee initial terms shall be staggered with initial terms as follows: Trustee 2 shall serve an initial term of 4 years; Trustees 1 and 3 shall serve an initial term of 6 years. All terms shall commence on the date of issuance of a certificate of creation by the Office of the Lieutenant Governor of the State of Utah. In accordance with the PID Act, appointed Trustees shall not be required to be residents of the District.

B. Transition to Elected Board. Upon incorporation, each District shall estimate the total number of residential units within the District at full buildout of the property within the District (the “Anticipated REs”). Upon any annexation or withdrawal in accordance with this Governing Document, any affected District may adjust its Anticipated REs to reflect such boundary change. Respective board seats shall transition from appointed to elected seats according to the following milestones:

1. Trustee 1 shall transition to an elected seat upon certificates of occupancy being issued for 50% of the Anticipated REs.

2. Trustee 2 shall transition to an elected seat upon certificates of occupancy being issued for 75% of the Anticipated REs.

3. Trustee 3 shall transition to an elected seat upon certificates of occupancy being issued for 90% of the Anticipated REs.

No transition pursuant to this Section shall become effective until the scheduled regular election of the District in conjunction with the expiration of the then current term. Registered voters within this Section shall mean voters whose “principal place of residence,” as that term is defined under Utah Code 20A-2-105(1)(a), is within the District.

C. Reelection and Reappointment. Upon the expiration of a Trustee’s respective term, any seat which has not transitioned to an elected seat shall be appointed by the City Council pursuant to the PID Act and any seat which has transitioned to an elected seat shall be elected pursuant to an election held for such purpose. If no qualified candidate files to be considered for appointment or files a declaration of candidacy for a seat, such seat may be filled in accordance with the Local District Act.

D. Vacancy. Any vacancy on the Board shall be filled pursuant to the Local District Act.

E. Compensation. Unless otherwise permitted by the PID Act, only Trustees who are residents of the District may be compensated for services as Trustee. Such compensation shall be in accordance with State Law.

F. Conflicts of Interest. Trustees shall disclose all conflicts of interest. Any Trustee who discloses such conflicts in accordance with 17D-4-202 and 67-16-9, Utah Code, shall be entitled to vote on such matters.

VII. FINANCIAL PLAN

A. General. The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy, Assessments and other legally available revenues. The Total Debt Issuance Limitation shall be permitted to be issued on a schedule and in such year or years as the Districts determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. Any portion of bonds issued to refund a prior issuance of debt by the District shall not count against the permitted total Debt. In addition, the Total Debt Issuance Limitation does not apply to the Districts' pledge of its property tax revenues to the Debt of one of the other Districts. For any capital appreciation Debt issued by the District, only the par amount of such Debt at issuance (and not the value at conversion) of such Debt shall count against this amount. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes to be imposed upon all Taxable Property within the District and Assessments. The District will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, penalties, or charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount. The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be three percent (3%). Debt, when issued, will comply with all relevant requirements of this Governing Document, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

(a) The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Limited Tax Debt shall be 0.005 per dollar of taxable value of taxable property (5 mills) in the District; provided that such levy shall be subject to adjustment as provided in Section 17D-4-301(8), Utah Code. Such Maximum Debt Mill Levy may also be used to pay administrative expenses of the District.

(b) Such Maximum Debt Mill Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17D-4-202, Utah Code.

D. Maximum Debt Mill Levy Imposition Term. Each bond issued by the District shall mature within thirty-one (31) years from the date of issuance of such bond. In addition, no mill levy may be imposed for the repayment of a series of bonds after a period exceeding forty (40) years from the year of the first imposition of a mill levy with respect to such bond (the “Maximum Debt Mill Levy Imposition Term”).

E. Debt Repayment Sources. The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service. The District may also rely upon various other revenue sources authorized by law. At the District’s discretion, these may include the power to assess Assessments, penalties, or charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time. Except as described in Section VII.C(a), the debt service mill levy in the District shall not exceed the Maximum Debt Mill Levy or, the Maximum Debt Mill Levy Imposition Term, except for repayment of General Obligation Debt.

The District shall not be permitted to charge an End User the costs of any portion of a Public Improvement for which such End User has already paid or is presently obligated to pay through any combination of mill levy, Assessment, or impact fee. This provision shall not prohibit the division of costs between mill levies, Assessments, or impact fees, but is intended to prevent double taxation of End Users for the costs of Public Improvements.

F. Debt Instrument Disclosure Requirement. In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Governing Document for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Governing Document shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

G. Security for Debt. The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Governing Document. Approval of this Governing Document shall not be construed as a guarantee by the City of payment of any of the District’s obligations; nor shall anything in the Governing Document be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

H. District's Establishment Costs. The estimated cost of engineering services, legal services and administrative services, together with the estimated costs of the Districts' organization and initial operations, are anticipated to be One Hundred Thousand Dollars (\$100,000), which will be eligible for reimbursement from Debt proceeds. In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed. The first year's operating budget is estimated to be approximately Fifty Thousand Dollars (\$50,000) which is anticipated to be derived from property taxes and other revenues.

I. Bond and Disclosure Counsel; Municipal Advisor. It is the intent of the City that the Districts shall use competent and nationally recognized bond and disclosure counsel and Municipal Advisor with respect to District Bonds to ensure proper issuance and compliance with this Governing Document. The Districts agree to utilize the City's counsel, Gilmore & Bell, P.C., as bond and disclosure counsel and Zions Public Finance, Inc. as Municipal Advisor with respect to District Bonds as permitted by law. If a District is unable to reach an agreement with the Gilmore & Bell, P.C. or Zions Public Finance, Inc. with respect to the parties' scope of service or a reasonable fee for the services, the District may request that the requirement be waived by the City, which request shall not be unreasonably withheld by the City.

VIII. ANNUAL REPORT

A. General. In addition to all reporting requirements required by state law, each District shall be responsible for submitting an annual report to the City Manager's Office no later than 210 days following the end of the District's fiscal year, beginning with fiscal year 2022.

B. Reporting of Significant Events. The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of the last day of the prior fiscal year, if changed.
2. List of current interlocal agreements, if changed (to be delivered to the City upon request);
3. Names and terms of Board members and officers and progress towards milestones required for transition to elected Board;
4. District office contact information, if changed;
5. Rules and regulations of the District regarding bidding, conflict of interest, contracting, and other governance matters, if changed;
6. A summary of any litigation which involves the District Public Improvements as of the last day of the prior fiscal year, if any;

7. Status of the District's construction of the Public Improvements as of December 31 of the prior year and listing all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of the last day of the prior fiscal year;

8. A table summarizing total debt authorized and total debt issued by the District as well as any presently planned debt issuances;

9. Official statements of current outstanding bonded indebtedness, if not previously provided to the City;

10. Current year budget including a description of the Public Improvements to be constructed in such year;

11. Financial statements of the District for the most recent completed fiscal year (such statements shall be audited if required by bond documents or statute);

12. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument; and

13. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

IX. DISSOLUTION

Each District shall notify the City in writing within thirty (30) days of the District retiring all outstanding debt of the District. Upon an independent determination of the City Council that the purposes for which each District was created have been accomplished, the District agrees to file a petition in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

X. DISCLOSURE TO PURCHASERS

In order to assure that residential property owners within the Districts are informed of the Districts and the potential impact on property taxes for properties within the Districts, the Districts agree to the following disclosures:

A. Within thirty (30) days of the Office of the Lieutenant Governor of the State of Utah issuing a certificate of creation, the Board shall record a notice with the recorder of Wasatch County and provide a copy of the notice to the City. Such notice shall (a) contain a description of the boundaries of the District, (b) state that a copy of this Governing Document is on file at the office of the City, (c) if applicable, state that the debt may convert to general obligation debt and outlining the provisions relating to conversion state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d)

state the Maximum Debt Mill Levy of the District; and include substantially the following language in bold:

“Under the maximum property tax rate of the District, for every \$100,000 of taxable value, there would be an additional annual property tax of \$500 for the duration of the District’s Bonds.”

B. Each plat for property within a District shall include substantially the following plat note: “This property is included within the boundaries of a public infrastructure district and may be subject to an additional annual property tax of \$500 for every \$100,000 of taxable value.”

C. The Districts, in conjunction with the developer of any properties within the District, shall require that the CC&R’s for the project or any Village include substantially the following language in bold capital letters: **“THIS PROPERTY IS INCLUDED WITHIN THE BOUNDARIES OF A PUBLIC INFRASTRUCTURE DISTRICT AND MAY BE SUBJECT TO AN ADDITIONAL ANNUAL PROPERTY TAX OF \$500 FOR EVERY \$100,000 OF TAXABLE VALUE.”**

Failure to provide any disclosures required by this Section X shall not relieve any property owner of the obligation to pay taxes imposed by the Districts.

XI. PID COOPERATION AGREEMENT

The City, the District, and the developer shall, prior to the issuance of Debt by any District, enter into a PID Cooperation Agreement for the District to provide: (1) a mechanism for the City to enforce this Governing Document, (2) a process and procedures to determine the Enhanced Improvements and Developer Funded Amenities, and (3) a mechanism for the City to enforce the commitments of the Districts and developer to construct the Enhanced Improvements and Developer Funded Amenities. The PID Cooperation Agreements for District No. 1 and District No. 2 are attached hereto as **Exhibit C** and **Exhibit D**, and shall be executed by the City, the developer, and District No. 1 or District No. 2 upon formation of District No. 1 or District No. 2. For District Nos. 3, 4 and 5, the PID Cooperation Agreement shall be in substantially the form attached as **Exhibit E**, and shall be executed by the City, the developer, and Districts No. 3, 4 or 5 upon formation of District Nos. 3, 4 or 5. As set forth in the PID Cooperation Agreement for District Nos. 3, 4 and 5, an enhance improvement summary (“EIS”) shall be submitted for each District, and no debt may be issued and no mill levy may be collected for any District until the EIS is approved for that District.

EXHIBIT A

Legal Description

EXHIBIT B

Initial Districts Boundaries Map

EXHIBIT C

PID Cooperation Agreement (District No. 1)

**PID COOPERATION AGREEMENT
BETWEEN
HEBER CITY,
JORDANELLE RIDGE PUBLIC INFRASTRUCTURE DISTRICTS NO. 1,
AND
JORDANELLE RIDGE, LLC**

THIS PID COOPERATION AGREEMENT (this “Agreement”) is made and entered into as of this ___ day of _____, 2022, by and between the HEBER CITY, a political subdivision of the State of Utah (“City”), JORDANELLE PUBLIC INFRASTRUCTURE DISTRICTS NO. 1, a political subdivision of the State of Utah (the “District”), and JORDANELLE RIDGE, LLC (“Developer”). The City, the District, and Developer are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to exercise certain powers that are more specifically set forth in the District’s Governing Document approved by the City on _____ (“Governing Document”); and

WHEREAS, the Parties desire to enter into this PID Cooperation Agreement to provide a mechanism to enforce the Governing Document, provide a mechanism to determine the Enhanced Improvements for the District, and enforce the commitments of the Developer with respect to Developer Funded Amenities within the District; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Cooperation Agreement (“Agreement”).

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Enforcement of Governing Document. The District acknowledges and agrees that the Governing Document, as amended, is binding on the District and the terms and conditions of the Governing Document are incorporated into this Agreement.

2. Operations and Maintenance. The District shall dedicate the Public Improvements (as defined in the Governing Document) to the City or other appropriate jurisdiction in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The District shall be authorized, but not obligated, to own Public Improvements not otherwise required to be dedicated to the City or other public entity, and all necessary equipment and appurtenances incident thereto. Approval of Public Improvements or

Enhanced Improvements by the City does not obligate the City to own or operate any such Improvements.

3. Enhanced Improvements. To comply with Section IV of the Governing Document, the District agrees to fund and construct the Enhanced Improvements as set forth in Exhibit 1, unless the District request and receive approval from the Heber City Council to modify the Enhanced Improvements. The District shall submit to the City final design and engineering plans for the Enhanced Improvements within two years of the District issuing bonds, and the District shall diligently pursue construction of the Enhanced Improvements upon approval of the design and engineering plans by the City. The Developer certifies that it currently has, and will continue to reserve and guaranty, sufficient water rights to construct and complete the Enhanced Improvements, and will not allow such water reservation to be applied towards any other development or improvement rights of the Developer. Such certification shall be provided in writing and in a form and substance acceptable to the City in its reasonable judgement. The District and the Developer agree to deed over all or any portion of the Enhanced Improvements to the City if requested by the City.

4. Developer Funded Amenities. In addition to the Enhanced Improvements set forth in Exhibit 1, and to incentivize City to approve the District and the Governing Documents, the Developer agrees to fund and construct the Developer Funded Amenities set forth in Exhibit 2. City and Developer acknowledge and agree that the Developer Improvements are in addition to any requirements in the Development Agreement, dated June 24, 2020 by and between Heber City and RE Investment Holdings, LLC. The Developer shall submit to the City final design and engineering plans for the Developer Funded Amenities within two years of the District issuing bonds within the Village where the Developer Funded Amenities are to be located, and the Developer shall diligently pursue construction of the Developer Funded Amenities upon approval of the design and engineering plans by the City. The Developer Funded Amenities shall be owned and maintained by a homeowners' association or a private club entity, and not dedicated to the City.

5. Additional Benefit of Districts. In addition to the Enhanced Improvements and Developer Improvements required for the District, Developer shall utilize funds from the Net Proceeds to construct the additional PID improvements set forth in Exhibit 3, which improvements will benefit the residents within the Project, and which improvements may either not have been constructed by the Developer, or may have been constructed utilizing alternative funding mechanisms.

6. No Carryover. The Enhanced Improvements and/or Developer Funded Amenities for District No. 1 may exceed the required 10% of the Net Proceeds. Nevertheless, Developer agrees that the Developer Improvements for District No. 1 shall not be utilized to offset the Enhanced Improvement or Developer Funded Amenities requirements for District Nos. 3, 4 or 5 and set forth in Section IV of the Governing Document.

7. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery,

via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:

Jordanelle Ridge Public Infrastructure District No. 1.
Attn: Michael Bradshaw
48 East 100 North, Suite A
Heber City, Utah 84032

To Developer:

Jordanelle Ridge, LLC
Attn: Cody Winterton
10421 S Jordan Gateway Suite 200
South Jordan, Utah 84095

Cross Lake Partners
Attn: Jonathan Shumaker
1166 Avenue of the Americas
New York, NY 10036

To the City:

Heber City
c/o City Recorder
75 N Main Street
Heber City, UT 84032

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

8. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Governing Document.

9. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

10. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in

equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

11. Term. This Agreement shall terminate upon the earlier to occur of dissolution of the District or fifty (50) years from the date hereof.

12. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Utah.

13. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

14. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

15. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District, the Developer and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District, Developer and the City shall be for the sole and exclusive benefit of the District, Developer and the City.

16. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

18. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

19. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Governing Document.

[This Space Left Intentionally Blank]

**JORDANELLE RIDGE PUBLIC
INFRASTRUCTURE DISTRICT NO. 1**

By: _____
Chair

Attest:

Secretary

HEBER CITY

By: _____
Mayor

Attest:

City Recorder

JORDANELLE RIDGE, LLC

By: _____

Print Name: _____

Title: _____

EXHIBIT 1

Enhanced Improvements for District No. 1 (Village 1)

City Park

Ice Ribbon

Park Landscaping	\$ 1,500,000.00
Parking Lot	\$ 500,000.00
Ice Ribbon/ Splash Pad	\$ 3,800,000.00
Rental Building	\$ 350,000.00
Zamboni	\$ 160,000.00
Timp Trail Improvements	\$ 850,000.00
Power	\$ 335,000.00
60' Secondary Road	\$ 650,000.00
<u>Total</u>	\$ 8,145,000.00

EXHIBIT 2

Developer Funded Amenities for District No. 1 (Village 1)

Master Amenities & Club

Club House	
Building	\$ 1,500,000.00
Pool	\$ 250,000.00
Bowling Alley & Game Room	\$ 500,000.00
Parking Lot	\$ 200,000.00
Landscaping	\$ 465,000.00
Retaining Walls	\$ 85,000.00
TOTAL	\$ 3,000,000.00

EXHIBIT 3

Additional PID Funded Improvements for District No. 1 (Village 1)

Special Service District

Secondary Water		
	Secondary Tank	\$ 2,000,000.00
	Secondary Transmission Line	\$ 1,500,000.00
	Lady Monument Secondary Well	\$ 800,000.00
	Lady Monument Pump Station	\$ 500,000.00
Sewer		
	Sewer Main Bore	\$ 258,605.00
	Pump Station Village 1&3 Boundary	\$ 800,000.00
Culinary Water		
	Transmission Line to Lady Monument	\$ 1,400,000.00
	<u>Total</u>	\$ 7,258,605.00

Heber City

Power Main Loop		\$ 1,948,273.00
Storm Drain		
	Hwy 32 Crossing	\$ 600,000.00
	Detention/ Retention Basin	\$ 1,200,000.00
	<u>Total</u>	\$ 3,748,273.00

EXHIBIT D

PID Cooperation Agreement (District No. 2)

**PID COOPERATION AGREEMENT
BETWEEN
HEBER CITY,
JORDANELLE RIDGE PUBLIC INFRASTRUCTURE DISTRICTS NO. 2,
AND
JORDANELLE RIDGE, LLC**

THIS PID COOPERATION AGREEMENT (this “Agreement”) is made and entered into as of this ___ day of _____, 2022, by and between the HEBER CITY, a political subdivision of the State of Utah (“City”), JORDANELLE PUBLIC INFRASTRUCTURE DISTRICTS NO. 2, a political subdivision of the State of Utah (the “District”), and JORDANELLE RIDGE, LLC (“Developer”). The City, the District, and Developer are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to exercise certain powers that are more specifically set forth in the District’s Governing Document approved by the City on _____ (“Governing Document”); and

WHEREAS, the Parties desire to enter into this PID Cooperation Agreement to provide a mechanism to enforce the Governing Document, provide a mechanism to determine the Enhanced Improvements for the District, and enforce the commitments of the Developer with respect to Developer Funded Amenities within the District; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Cooperation Agreement (“Agreement”).

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Enforcement of Governing Document. The District acknowledges and agrees that the Governing Document, as amended, is binding on the District and the terms and conditions of the Governing Document are incorporated into this Agreement.

2. Operations and Maintenance. The District shall dedicate the Public Improvements (as defined in the Governing Document) to the City or other appropriate jurisdiction in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The District shall be authorized, but not obligated, to own Public Improvements not otherwise required to be dedicated to the City or other public entity, and all necessary equipment and appurtenances incident thereto. Approval of Public Improvements or

Enhanced Improvements by the City does not obligate the City to own or operate any such Improvements.

3. Enhanced Improvements. To comply with Section IV of the Governing Document, the District agrees to fund and construct the Enhanced Improvements as set forth in Exhibit 1, unless the District request and receive approval from the Heber City Council to modify the Enhanced Improvements. The District shall submit to the City final design and engineering plans for the Enhanced Improvements within two years of the District issuing bonds, and the District shall diligently pursue construction of the Enhanced Improvements upon approval of the design and engineering plans by the City. The Developer certifies that it currently has, and will continue to reserve and guaranty, sufficient water rights to construct and complete the Enhanced Improvements, and will not allow such water reservation to be applied towards any other development or improvement rights of the Developer. Such certification shall be provided in writing and in a form and substance acceptable to the City in its reasonable judgement. The District and the Developer agree to deed over all or any portion of the Enhanced Improvements to the City if requested by the City.

4. Developer Funded Amenities. In addition to the Enhanced Improvements set forth in Exhibit 1, and to incentivize City to approve the District and the Governing Documents, the Developer agrees to fund and construct the Developer Funded Amenities set forth in Exhibit 2. City and Developer acknowledge and agree that the Developer Improvements are in addition to any requirements in the Development Agreement, dated June 24, 2020 by and between Heber City and RE Investment Holdings, LLC. The Developer shall submit to the City final design and engineering plans for the Developer Funded Amenities within two years of the District issuing bonds within the Village where the Developer Funded Amenities are to be located, and the Developer shall diligently pursue construction of the Developer Funded Amenities upon approval of the design and engineering plans by the City. The Developer Funded Amenities shall be owned and maintained by a homeowners' association or a private club entity, and not dedicated to the City.

5. Additional Benefit of Districts. In addition to the Enhanced Improvements and Developer Improvements required for the District, Developer shall utilize funds from the Net Proceeds to construct the additional PID improvements set forth in Exhibit 3, which improvements will benefit the residents within the Project, and which improvements may either not have been constructed by the Developer, or may have been constructed utilizing alternative funding mechanisms.

6. No Carryover. The Enhanced Improvements and/or Developer Funded Amenities for District No. 2 may exceed the required 10% of the Net Proceeds. Nevertheless, Developer agrees that the Developer Improvements for District No. 2 shall not be utilized to offset the Enhanced Improvement or Developer Funded Amenities requirements for District Nos. 3, 4 or 5 and set forth in Section IV of the Governing Document.

7. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery,

via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:

Jordanelle Ridge Public Infrastructure District No. 1.
Attn: Michael Bradshaw
48 East 100 North, Suite A
Heber City, Utah 84032

To Developer:

Jordanelle Ridge, LLC
Attn: Cody Winterton
10421 S Jordan Gateway Suite 200
South Jordan, Utah 84095

Cross Lake Partners
Attn: Jonathan Shumaker
1166 Avenue of the Americas
New York, NY 10036

To the City:

Heber City
c/o City Recorder
75 N Main Street
Heber City, UT 84032

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

8. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Governing Document.

9. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

10. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in

equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

11. Term. This Agreement shall terminate upon the earlier to occur of dissolution of the District or fifty (50) years from the date hereof.

12. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Utah.

13. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

14. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

15. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District, the Developer and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District, Developer and the City shall be for the sole and exclusive benefit of the District, Developer and the City.

16. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

18. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

19. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Governing Document.

[This Space Left Intentionally Blank]

**JORDANELLE RIDGE PUBLIC
INFRASTRUCTURE DISTRICT NO. 2**

By: _____
Chair

Attest:

Secretary

HEBER CITY

By: _____
Mayor

Attest:

City Recorder

JORDANELLE RIDGE, LLC

By: _____

Print Name: _____

Title: _____

EXHIBIT 2

Developer Funded Amenities for District No. 2 (Village 2)

Master HOA & Club Amenities

Main Barn	
Structure	\$ 177,968.00
Interior, Windows & Roof	\$ 396,000.00
Parking Lot	
Landscaping	\$ 465,000.00
Retaining Walls	\$ 85,000.00
Movement Studio	\$ 300,000.00
Gym	\$ 300,000.00
Sport Court	\$ 85,000.00
Kids Club	\$ 25,000.00
Rental Building	\$ 55,000.00
Pickle Ball Courts	\$ 108,000.00
Flow-Trail Park	
Trail	\$ 65,000.00
Parking Lot	\$ 150,000.00
Kiosk	\$ 10,000.00
Coyote Trail Head	
Paved Trails	\$ 75,000.00
Pavilions	\$ 45,000.00
Restrooms	\$ 75,000.00
Pump Track	\$ 55,000.00
Kiosk	\$ 10,000.00
TOTAL	\$ 2,481,968.00

EXHIBIT 3

Additional PID Funded Improvements for District No. 2 (Village 2)

Special Service District

Secondary Water		
	P2 South Booster Pumps	\$ 420,000.00
	P2 South Tank	\$ 898,560.00
	P-1 Transmission Line	\$ 978,240.00
	P-2 Distribution	\$ 563,328.00
	P-2 South Transmission	\$ 204,480.00
	Coyote Well	\$ 800,000.00
Culinary Water		
	PZ 4-5 Upper South Tank	\$ 1,080,000.00
	PZ 4-5 Transmission Line	\$ 1,145,000.00
	Pump House + PRV	\$ 500,000.00
	<u>Total</u>	\$ 6,589,608.00

Heber City

North Fields		
	Land	\$ 1,200,000.00
	Basin	\$ 513,055.00
Coyote Canyon		
	Debris Basins-8	\$ 2,500,000.00
Other Construction		
	Canal Crossing	\$ 1,400,000.00
	Retaining Walls	\$ 1,200,000.00
	<u>Total</u>	\$ 6,813,055.00

EXHIBIT E

Form PID Cooperation Agreement (Districts 3, 4 and 5)

**PID COOPERATION AGREEMENT
BETWEEN
HEBER CITY,
JORDANELLE RIDGE PUBLIC INFRASTRUCTURE DISTRICT NO. _____,
AND
JORDANELLE RIDGE, LLC**

THIS PID COOPERATION AGREEMENT (this “Agreement”) is made and entered into as of this ___ day of _____, 202___, by and between the HEBER CITY, a political subdivision of the State of Utah (“City”), JORDANELLE PUBLIC INFRASTRUCTURE DISTRICT NO. _____, each a political subdivision of the State of Utah (each a “District” and collectively the “Districts”), and JORDANELLE RIDGE, LLC (“Developer”). The City, the District, and Developer are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to exercise certain powers that are more specifically set forth in the District’s Governing Document approved by the City on _____ (“Governing Document”); and

WHEREAS, the Parties desire to enter into this PID Cooperation Agreement to provide a mechanism to enforce the Governing Document, provide a mechanism to determine the Enhanced Improvements for the District, and enforce the commitments of the Developer with respect to Developer Funded Amenities within the District; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Cooperation Agreement (“Agreement”).

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Enforcement of Governing Document. The District acknowledges and agrees that the Governing Document, as amended, is binding on the District and the terms and conditions of the Governing Document are incorporated into this Agreement.

2. Operations and Maintenance. The District shall dedicate the Public Improvements (as defined in the Governing Document) to the City or other appropriate jurisdiction in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The District shall be authorized, but not obligated, to own Public Improvements not otherwise required to be dedicated to the City or other public entity, and all necessary equipment and appurtenances incident thereto. Approval of Public Improvements or

Enhanced Improvements by the City does not obligate the City to own or operate any such Improvements

3. Enhanced Improvements. The Boards of District Nos. 3, 4 and 5 shall provide to the City a summary of the Enhanced Improvements required by Section IV of the Governing Document, which summary shall include: (1) the amount of funds available for Enhanced Improvements, (2) a detailed description of the proposed Enhanced Improvements, (3) a detailed description of the cost of each component of the Enhanced Improvement, and (4) anticipated O&M costs of any unique facilities to be owned and operated by the City (the "EIS"). The Heber City Council shall review the EIS and either approve the EIS or provide comments or recommendations to the Board. If requested by the City Council, the Board shall resubmit a final EIS with the City Council recommendations for final approval by the City Council. No debt may be issued and no mill levy may be collected for District Nos. 3, 4 or 5 until the EIS for that District is approved by the City Council. Within two years of the District issuing bonds, each District shall submit to the City final design and engineering plans for the Enhanced Improvements, and the District shall diligently pursue construction of the Enhanced Improvements upon approval of the design and engineering plans by the City. The Developer certifies that it currently has, and will continue to reserve and guaranty, sufficient water rights to construct and complete the Enhanced Improvements, and will not allow such water reservation to be applied towards any other development or improvement rights of the Developer. Such certification shall be provided in writing and in a form and substance acceptable to the City in its reasonable judgement. The District and the Developer agree to deed over all or any portion of the Enhanced Improvements to the City if requested by the City.

4. Developer Funded Amenities. In addition to the Enhanced Improvements set forth in Exhibit 1, and as an additional incentivize for the City to have approved the District and the Governing Documents, in conjunction with the bond issuance for Districts 3, 4 and 5, the Developer agrees to fund and construct Developer Funded Amenities in the amount of \$2,500,000 for each District not to exceed a total amount of \$7,500,000 for Villages 3, 4 and 5. The Developer may combine the Developer Funded Amenities for two or more of the Districts if all the residents within the Districts will benefit from the Developer Funded Amenities. Within thirty days of each original bond issuance by the District, the Developer shall provide to the City a summary of the Developer Funded Amenities, which summary shall include a detailed description of the proposed Developer Funded Amenities, and a detailed description of the cost of each component of the Developer Funded Amenities. Within 60 days, the City Council shall review the Developer Funded Amenities summary and either approve the Developer Funded Amenities summary or provide comments or recommendations to the Developer. The Developer shall make all reasonable efforts to comply with the comments or recommendations of the City Council, provided that the comments or recommendations of the City Council do not unreasonably delay the construction of the Developer Funded Amenities or require the Developer to expend more than \$2,500,000 per District to complete the Developer Funded Amenities. If requested by the City Council, the Developer shall resubmit a final detailed description of the Developer Funded Amenities with the City Council recommendations for final approval by the City Council. Upon final approval by the City Council, the Developer Funded Amenities summary shall be included as Exhibit 2 to this Agreement. The Developer shall submit to the City final design and engineering plans for the Developer Funded Amenities within two years of the District issuing bonds within the Village where the Developer Funded Amenities are to be located, and the

Developer shall diligently pursue construction of the Developer Funded Amenities upon approval of the design and engineering plans by the City. The Developer Funded Amenities shall be owned and maintained by a homeowners' association or a private club entity, and not dedicated to the City.

5. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:

Jordanelle Ridge Public Infrastructure District No. _____.
Attn: Michael Bradshaw
48 East 100 North, Suite A
Heber City, Utah 84032

To Developer:

Jordanelle Ridge, LLC
Attn: Cody Winterton
10421 S Jordan Gateway Suite 200
South Jordan, Utah 84095

Cross Lake Partners
Attn: Jonathan Shumaker
1166 Avenue of the Americas
New York, NY 10036

To the City:

Heber City
c/o City Recorder
75 N Main Street
Heber City, UT 84032

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

6. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Governing Document.

7. Assignment. The Parties hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

8. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

9. Term. This Agreement shall terminate upon the earlier to occur of dissolution of the Districts or fifty (50) years from the date hereof.

10. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Utah.

11. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

12. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

13. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District, the Developer and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Districts, Developer and the City shall be for the sole and exclusive benefit of the Districts, Developer and the City..

14. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

16. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

17. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Governing Document.

**JORDANELLE RIDGE PUBLIC
INFRASTRUCTURE DISTRICT NO. _____**

By: _____
Chair

Attest:

Secretary

HEBER CITY

By: _____
Mayor

Attest:

City Recorder

JORDANELLE RIDGE, LLC

By: _____

Print Name: _____

Title: _____

EXHIBIT 1

Enhanced Improvements for District No. _____

EXHIBIT 2

Developer Funded Amenities for District No. _____

Heber City's *Sunset Amphitheater*

Jordanelle Ridge



HEART OF THE WASATCH BACK



W A S A T C H M O U N T A I N S

JORDANELLE RESERVOIR
PARK CITY 15 MIN.
SALT LAKE CITY 50 MIN.

JORDANELLE RESERVOIR

ARTS DISTRICT LOCATION

MIDWAY

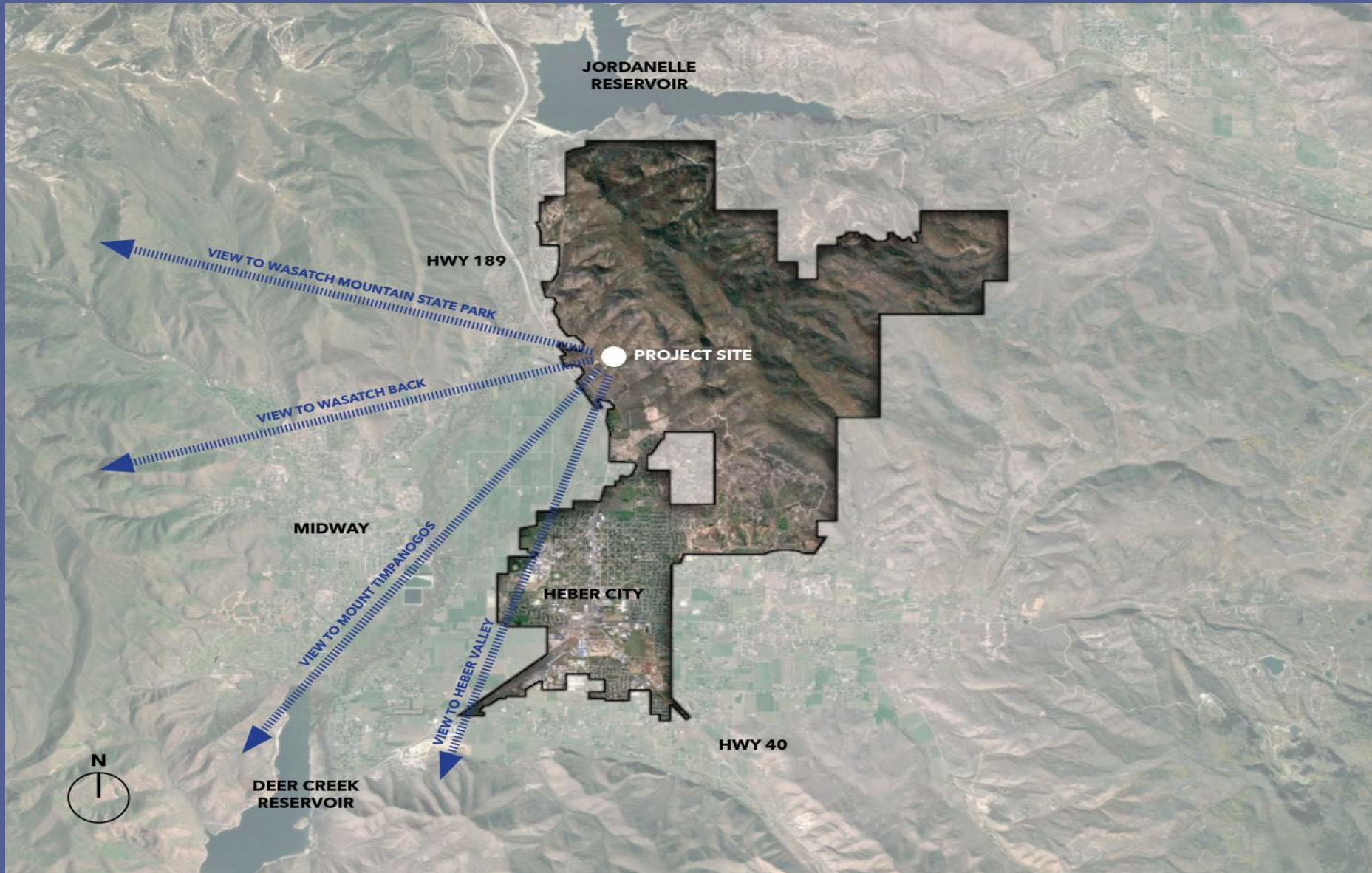
HEBER CITY

HEBER VALLEY

**MOUNT
TIMPANOGOS**

**DEER CREEK
RESERVOIR**

PROVO 30 MIN.



POWERED BY PLACE

HEBER VALLEY ARTS DISTRICT

(30 ACRES)

ACCESS ROAD

FUTURE
DEVELOPMENT

AFFORDABLE
HOUSING

PARKING

ARTS CENTER

COURTYARD THEATER

JEWEL ROOM

AMPHITHEATER

PARKING

ARTS CENTER



- Theater
- Music
- Dance
- Art Gallery
- Comedy
- Special Events
- Education

AMPHITHEATER



- Music
- Comedy
- Theater
- Dance
- Festivals
- Special Events
- 2034 Winter Olympics

BLUE RODEO

SATURDAY AUGUST 17
MOLSON CANADIAN AMPHITHEATRE
WITH SPECIAL GUEST BAHAMAS

brett eldredge

songs about you tour

WITH SPECIAL GUEST **SHELBY DARRALL**

FRIDAY 22 JULY 2022

MOUNTAIN WINERY AMPHITHEATER

TICKETS AVAILABLE AT MOUNTAINWINERYAMPHITHEATER.COM

Midsummer Mozart Festival

featuring the music of **MOZART**

MOUNTAIN WINERY AMPHITHEATER
SUNDAY 17TH JULY 2022 6:30 PM

featuring
LA FINTA GIARDINIERA OVERTURE, K. 196, THE SINFONIA CONCERTANTE FOR FOUR WINDS IN E-FLAT MAJOR, K, LUCIO SILLA OVERTURE, K. 135, AND SYMPHONY NO. 38 IN D "PRAGUE" K. 504

TICKETS AVAILABLE AT
MOUNTAINWINERYAMPHITHEATER.COM

PREMIERE ON MAY 30TH

THE POWER OF SURPRISE

Emmy Winner Composer

KURT BESTOR

Tunescribers[™]
Arranging Competition 2025

Whish

AUGUST 4, 2015

Ascend Amphitheater

NASHVILLE, TN

2018 CONCERT SEASON

KETTLEHOUSE AMPHITHEATER

BLACKFOOT RIVER | BONNER MONTANA

A NATURAL PLACE FOR MUSIC

MAY 31 BON IVER SOLD OUT	AUG 3 PIXIES WITH SLEIGH BELLS
JUN 4 FLAMING LIPS	AUG 9 NATHANIEL RATELIFF & THE NIGHT SWEATS SOLD OUT
JUN 7 SLIGHTLY STOOPID, STICK FIGURE, PEPPER	AUG 16 JUSTIN MOORE
JUN 21 PRIMUS WITH MASTODON	AUG 17 ANDREW BIRD, PUNCH BROTHERS
JUN 22 DIRTY HEADS, IRATION, THE MOVEMENT, PACIFIC DUB	AUG 18 ALICE COOPER
JUL 12 BÉLA FLECK & THE FLECKTONES, WOOD BROTHERS	AUG 19 REBELUTION, STEPHEN MARLEY
JUL 18 SHERYL CROW SOLD OUT	SEP 4 BLONDIE
JUL 21 TRAMPLED BY TURTLES WITH LIL SMOKIES	SEP 8 JASON ISBELL AND THE 400 UNIT
	SEP 11 NEW ORLEANS CELEBRATION WITH TROMBONE SHORTY & FRIENDS

LOGJAMPRESENTS.COM

DAWN TO DUST

Augusta Read Thomas
Nico Muhly
Andrew Norman
World Premieres

UTAH SYMPHONY
THIERRY FISCHER, MUSIC DIRECTOR

Colin Currie, percussion

Fresh! **R** REFERENCE RECORDINGS

THE MOUNTAIN WINERY

HONORING THE DAY THE MUSIC DIED
50TH ANNIVERSARY "AMERICAN PIE" TOUR

DON MCLEAN

2ND JULY 2022

SOUNDS & BITES FESTIVAL

Norfolk Square Gardens
Paddington
1 August from 12noon - 7pm

Dwight Yoakam with **JOHN DOE**
LIVE IN CONCERT

THURSDAY
6 AUGUST 2022

THE MOUNTAIN WINERY AMPHITHEATER
SARATOGA, CALIFORNIA

Page 204 of 247



LOCAL ARTISTS



Wasatch Camerata
Chamber Singers

AMPHITHEATER

JEWEL ROOM

RESTROOMS & CONCESSIONS

LAWN SEATING

FIRE PIT SEATS

FIRE PIT SEATS

FIXED SEATING

GUEST SERVICES

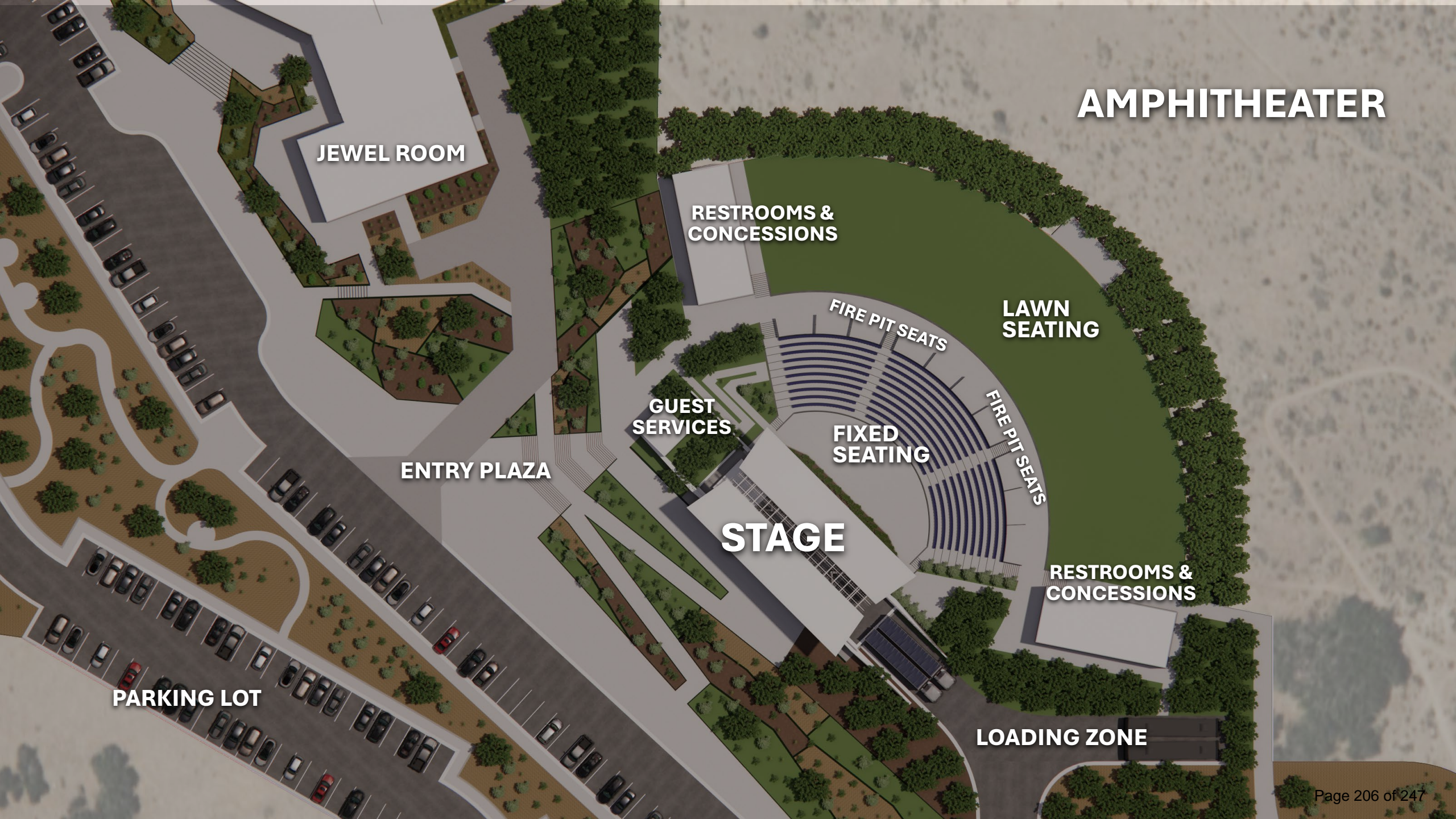
ENTRY PLAZA

STAGE

RESTROOMS & CONCESSIONS

PARKING LOT

LOADING ZONE





JORDANELLE RIDGE

Public Infrastructure Districts Nos. 1-5 Update



JORDANELLE RIDGE **ARTS DISTRICT**

Sunset Amphitheater

2025 – 26 Strategic Development Plan and Market Study



Sunset Amphitheater

2025 – 26 Strategic Development Plan and Market Study

Goals

- Confirm & Compare Venue Uses / Users / Business Model Options
- Confirm & Compare Community Benefits
- Study & Report Economic Impacts (jobs, related business activities)
- Develop & Compare Venue Designs / Scale Options
- Determine Project Cost Estimates & Timeline



Sunset Amphitheater

2025 – 26 Strategic Development Plan and Market Study

Amphitheater Advisory Committee

Heber City Council

Jordanelle Ridge Development

Heber City Council

Jordanelle Ridge Development

Heber City Administration

Wasatch Arts Council

Heber Valley Tourism



Sunset Amphitheater

2025 – 26 Strategic Development Plan and Market Study

Consultants





Sunset Amphitheater

2025 – 26 Strategic Development Plan and Market Study

Timeline

September	Launch Advisory Committee Comparative Venue Studies
October	Launch Market Economic Impact Study
November	Update City Council Launch Architectural Concept Designs
January	Project Cost Estimates Deliver Final Report



Sunset Amphitheater

2025 – 26 Strategic Development Plan and Market Study

Discussion



Heber City's *Sunset Amphitheater* Jordanelle Ridge



HEART OF THE WASATCH BACK





Heber City Council Staff Report

MEETING DATE:	8/19/2025
SUBJECT:	Ordinance 2025-08 adopting the Central Heber Overlay Zone (CHOZ)
RESPONSIBLE:	Tony Kohler, John Janson
DEPARTMENT:	Planning
STRATEGIC RELEVANCE:	Community Development

SUMMARY

After the Central Heber Vision was adopted last year, the City has been working on implementation. Already pieces of the Vision are underway. As part of that Vision, transitions from the commercial/mixed use downtown (the C-3 zone) area into the Central Neighborhoods and the possibility of creating infill options for the Central Neighborhoods became recommendations within the Vision. The draft Central Heber Overlay Zone, CHOZ, is intended to implement those parts of the Vision.

CHOZ includes two sub-districts. One sub-district, the Transition Corridor (TC) covers the transition areas located essentially in a north south direction east and west of the C-3 zone but also including the Midway Lane area, west to about 600 West. The second sub-district, the Central Neighborhoods (CN), covers the downtown existing neighborhoods generally in the R-2 and R-3 zones.

Part of the intent of the CHOZ is to provide a balance of rental and ownership opportunities in the Downtown area. Some of the options provide the potential for affordable housing that could be owner occupied. Some options are strictly rental situations, but longer term rentals. The Council held a workshop where a PowerPoint presentation covered many of the aspects of the CHOZ. The intent of this staff report is to review the actual draft ordinance and discuss several issues that have arisen. This staff report covers the work session and the potential adoption in the regular meeting.

RECOMMENDATION

Staff recommends Council study the draft and address any additional questions that concern you in the draft. If general consensus can be reached, CHOZ is also advertised for your regular agenda. New changes since your work session and changes since the PC recommendation are in red in exhibit 1 and a clean draft with 4 highlighted alternatives requiring a decision is shown as Exhibit 2.

The policy question for Council is:

- What changes should be made to the CHOZ?

- Should the City adopt the CHOZ?

BACKGROUND

Envision Heber Phase 3, included the Vision for Central Heber, a grass roots process that created a series of recommendations for the Downtown area.

DISCUSSION

Within the general CHOZ Overlay, there are two sub-districts: Central Neighborhoods for the neighborhoods, and the Transition Corridor District (east and west of Main Street and along Midway Lane). The intent of each district is as follows:

Central Neighborhoods District (CND). The Central Neighborhoods District, as part of the Central Heber Overlay Zone, has been established to allow for various forms of infill. These include flag lots, small lots, and certain missing middle housing types. The CND adds additional housing flexibility to the R-2 and R-3 zones in the Downtown area.

In general, additional uses are proposed, especially for various housing types. Some new housing concepts are proposed including, flag lots, smaller lots (based on your current infill ordinance), Subordinate Dwelling units(SDUs), and ADUs which are already allowed.

SDUs are a new small lot concept which would allow for a detached ADU-like sub-dividable lot accessed by a permanent easement with a requirement for the owner to live in the new dwelling. Some spatial requirements have been made more flexible but all development types will accommodate needed easements for Public Works. Design standards are based on the type of building being proposed.

Transition Corridors District (TCD). The Central Heber Vision suggests an additional mix of uses could be considered as a transition to the residential neighborhoods east and west of the Main Street area and along Midway Lane. The Transition Corridors District (TCD) has been established to promote limited uses with a mix consisting of residential and commercial uses. The mix of uses would allow for medium to higher density residential uses, with occasional corners for lower intensity commercial uses. The TCD has several suggested transitions as you get closer to the 200s. A portion of the TCD, between 150 West and 150 East, has been identified by the Central Heber Vision, as an area to be considered for rezoning to C-3 Commercial.

CND and TCD housing and use options

Much of this discussion has been about creating the potential for affordable home ownership options and to provide additional rental opportunities for workforce housing. To explore the difference between the two sub-districts – see table 18.83.040

Some changes and issues have recently been discussed:

- Updated town house section – suggest no more than 5 attached units and if the units do not face the street (are oriented away from the street), the end unit closest to the street has to face and be accessed from the street– Max of 5 total units in a project in the CND but no project size limitation in the TCD, just no more than 5 attached units in one building

- Double deep flag lots have been re-introduced including a graphic
- The safety requirements for Public Works and the Wasatch Fire District have been pulled together as a general set of requirements applicable to all new development. The Fire Department's hose rule is quite restrictive for many of our deeper lots (150' to the midpoint at the rear of the building). Interior sprinkling requirements which create more flexibility, may need to occur more than anticipated.
- Driveways/accesses to development to the rear of an existing building have been reduced in width, but still accommodate Wasatch Fire District regulations. Length and the number of units served dictate width/access requirements. All of those requirements are now in one place – see 18.83.040 E (5)
- Flag lots, detached ADUs, and SDUs emphasize standards that make them subordinate to avoid the “neighbors in my backyard” issue
- Previously dropped Mansion apartments from CND but a recent idea suggests dropping the duplexes and twin homes and replacing those with Mansion Apartments which would allow 2 through 4 units. This would mean a 2 unit Mansion Apartment has more standards which it needs to meet. State law changes have impacted creating design standards for duplexes, twin homes and single family dwellings. Current draft suggest dropping the duplexes and twin homes out of CHOZ. Discuss making Mansion apartments conditional or not allowing them in the CND.
- Staff suggests keeping the 35' height limit as a general standard but that is reduced for flag lots detached ADUs, and SDUs to 1.5 stories (25')
- Issues have been raised about some of the building design requirements increasing costs of construction.
- Graphics have been updated
- Some housing types require permanent owner occupancy and others require longer term rentals. Alternatives are provided for the Council to consider for longer term rentals. PC suggested a year but that may be a bit too long – more discussion needed.

FISCAL IMPACT

None at this time.

CONCLUSION

The CHOZ is intended to implement the Central Heber Vision.

ALTERNATIVES

1. Approval as per the attached CHOZ draft
2. Approval with the following changes:
 - 6 months as a minimum rental period or 30 days as a minimum rental period (Draft has 1 year)
 - Allow Mansion apartments as a conditional use in the CND (Draft only allows the Mansion apartment in the TCD)
 - Reduce minimum lot widths from 46' to 40' for interior lots and 56' to 50' for corner lots or keep as is

- For commercial buildings in the TCD (only allowed there) increase the additional required features on the building from 2 to 4 from the list (this would be the same as the C-3 zone) or keep as is
- Other changes as per Council discussions/directions

3. Continuance for reasons determined in the meeting

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve Ordinance 2025-08** as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Approve as Amended

I move to **approve Ordinance 2025-08** as amended, as follows.

Alternative 3 - Continue

I move to **continue Ordinance 2025-08** to another meeting on [DATE], with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 4 - Denial

I move to **deny Ordinance 2025-08** with the following findings.

ACCOUNTABILITY

Department: Planning
Staff member: Tony Kohler, Community Development Director

EXHIBITS

1. Ord 2025-08 CHOZ
2. Exhibit 1
3. Exhibit 2

ORDINANCE 2025-08

AN ORDINANCE REPEALLING THE RESIDENTIAL COMMERCIAL OVERLAY ZONE (RC) AND THE NEIGHBORHOOD INFILL OVERLAY ZONE (NIOZ) AND REPLACING THEM WITH THE CENTRAL HEBER OVERLAY ZONE (CHOZ).

WHEREAS, Heber City’s General Plan, Envision Heber 2050, identifies a new vision for the Central Heber Area, including new opportunities for infill development, redevelopment and mixed use development;

WHEREAS, the Heber City Planning Commission hosted a workshop and public hearing for impacted property owners in Central Heber for the proposed new CHOZ; and

WHEREAS, on April 22, 2025, the Heber City Planning Commission provided a unanimous recommendation to the City Council for the adoption of the CHOZ;

NOW, THEREFORE, the City Council finds it consistent with the public interest and the City’s General Plan to adopt the CHOZ.

BE IT ORDAINED by the City Council of Heber City, Utah, the Zoning Map is hereby Amended to replace the RC Residential Commercial Overlay Zone and Neighborhood Infill Overlay Zone as shown in Exhibit A; Heber City Municipal Code, Chapter 18.50 RC Residential Commercial Overlay Zone and Chapter 18.83 Neighborhood Infill Overlay Zone, are hereby REPEALED and replaced with Chapter 18.83 Central Heber Overlay Zone (CHOZ), which is hereby ADOPTED as shown in Exhibit B;

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

To the extent that any ordinances, resolutions, or policies of Heber City materially conflict with the provisions of this Ordinance, they are hereby amended to comply with the provisions hereof.

This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL this 1st day of July, 2025.

AYE NAY ABSENT ABSTAIN

Aaron Cheatwood
Michael Johnston
Sid Ostergaard
Scott Phillips

Yvonne Barney

APPROVED:

Mayor Heidi Franco

ATTEST:

_____ Date: _____ RECORDER

EXHIBIT A: CENTRAL HEBER OVERLAY ZONING MAP

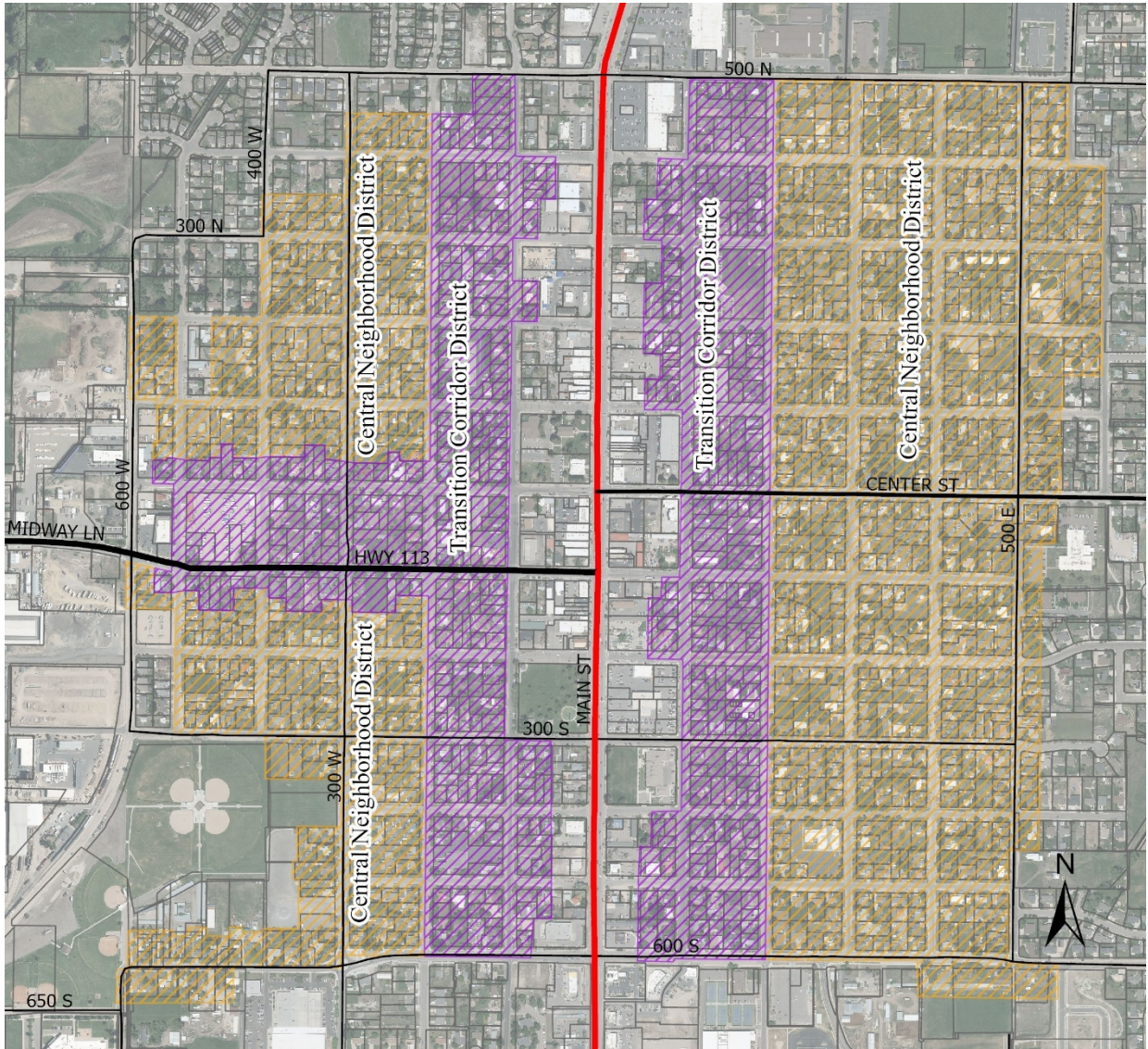


EXHIBIT B: CHAPTER 18.83 CENTRAL HEBER OVERLAY ZONE

EXHIBIT 1

18.83 Central Heber Overlay Zone (CHOZ)

Draft update for the August 17 work session and regular agenda with changes in red

18.83.010	Purpose
18.83.020	Permitted and Conditional Uses
18.83.030	Spatial Requirements
18.83.040	Building Typologies & Design Requirements
18.83.050	Visual Screening
18.83.060	Definitions
18.83.070	Related Provisions

18.83.010 Purpose

To implement the Central Heber Vision of the General Plan, the Central Heber Overlay Zone (CHOZ) is hereby created to include two distinct land use districts. If the use of the Overlay is desired by an applicant, the uses and standards of this chapter shall apply.

- A. **Central Neighborhoods District (CND)** is established to allow for various low intensity forms of infill, combined with options to preserve historic homes. Infill options include certain missing middle housing types and historic building use flexibility.
- B. **Transition Corridors District (TCD)** is established to permit a moderate intensity mixture of residential and commercial uses. The TCD serves as a transition area from the C-3 Commercial Zone westward and eastward of Main Street to existing residential neighborhoods. The district also serves as a connecting land use from the C-3 Commercial Zone westward to the area containing the new high school, railroad and Southfield Park. The TCD promotes missing middle housing types, historic building use flexibility, mixed use buildings and lower intensity commercial uses. A portion of this area, located between 150 W/E to the C-3 Commercial Zone, has been identified by the General Plan as an area to be considered for rezoning to the C-3 Commercial Zone, in the future.

18.83.020 Permitted and Conditional Uses

The underlying zone uses remain. The CHOZ includes additional uses and limitations as described below. In order to accomplish the objectives and purposes of this title and to stabilize and protect the essential district characteristics, the following uses are allowed the CHOZ:

A. Land Use Regulations Terms

P = PERMITTED USE (P) A site plan application is required with staff processing. Site plan applications are approved, when and if they meet the ordinance standards.

C = PLANNING COMMISSION CONDITIONAL USE REVIEW (C). A site plan application with Planning Commission review is required.

N = not allowed in the particular overlay area

- B. Within the Table, if a use is not specifically designated below, then it is prohibited, except as specified in the underlying zone.

All uses listed in the use table, that require a building permit shall also require a site plan application.

Permitted and Conditional Use Chart

18.83.020.1

Land Use	CND	TCD	Limitations
Residential attached units	P	P	See Section 18.83.040 for permitted building types per district. 5 or less units per building and project is limited to 5 units
Residential attached units over 5 units	N	C	See Section 18.83.040 for permitted building types per district,
Artist studios & live-work	N	P	
Office, Retail, Services and Secondhand Stores	N	P	<ul style="list-style-type: none"> • Max 5000 sf footprint • See note 1 below • Tattoo parlors, tobacco shops, adult related businesses, pawn shops & cannabis facilities are prohibited)
Cafes/restaurants, bakery, outdoor dining	N	C	<ul style="list-style-type: none"> • No drive-up windows • No fast food • See note 1 below
Hotels	N	C	See note 1 below
Medical offices, clinics	N	P	See note 1 below
Institutional/Religious, Museums & Public Uses	C	P	
Fitness centers & gymnasiums	N	P	See note 1 below
Commercial day care	N	P	As regulated by State Law
Home occupations, home based pre-school, daycare and micro-school	P	P	As regulated by Section 18.68.609 & State Law
Public/Private schools	C	P	As regulated in State Law and Section 18.68.230. Size limitations may be imposed.
Signs	N	P	<ul style="list-style-type: none"> • As regulated by Section 18.104 • Further limited to one monument sign (max 15 square feet and 4' in height) with a rock/brick base, and one wall sign (max 24 square feet and 3' in height) or one projecting sign (as per the standards in 18.104)

Note 1 - For the TCD, permitted only for properties fronting 100 South and for properties fronting 100 East and 100 West

18.83.030 Spatial Standards

A. The minimum spatial standards shall be as set forth in the underlying zone, with the addition of Small lots, Flag lots and SDUs, as described below.

- B. The maximum height of all principal structures shall be thirty-five feet and accessory buildings shall follow the requirements of the underlying zone.

General Spatial Requirements *
Table 18.83.030.1

Frontage	Min Front Setback	Min Rear Setback	Min Side Setback	Min Area & Depth	Max Height
All other buildings must meet the frontage requirements of the underlying zone	15 feet min from public right of way; 10 feet min for flag lots from PUE/access easement to any building	15 feet to property line	5 feet min to each side property line; 15 feet min from public right of way	As per the underlying zone or as specified in section 18.83.040 98 foot min depth for corner lots	1.5 stories and not to exceed 25' max for flag lots, detached ADUs, townhouses, and SDUs; 35 foot max for all other buildings

*Other standards may apply elsewhere in this code, such as 18.83.040

18.83.040 Building Typologies & Design Requirements

Table of Permitted Building Types per District
18.83.040.1

Building Typology	CND	TCD
Small lot	P	N
Flag lot (s)	P	P
Subordinate Dwelling Unit (SDU)	P	P
Detached and Internal Accessory Dwelling Unit (ADUs)	P	P
Townhouses (small – no more than 5 attached units per building)	P	P
Townhouse complexes (more than one building)	N	C
Mansion style apartments/condominiums	N (alt "C")	C
Duplexes (alt delete)	C	C
Twin Homes (alt delete)	P	P
Commercial Building	N	P
Mixed Use Building	N	P

- A. **Those who desire to convert homes**, lots or other buildings to commercial use or multi-family use shall maintain the required landscaping. No parking is allowed in the front yard.
- B. **Rooftops** may be used as garden type open space, and/or passive recreation space.
- C. **Utilities normally found above ground are not required to be placed underground unless located directly adjacent to existing underground utilities.** Curb, gutter, and sidewalk are not required except along 100 East and 100 West, where diagonal street parking is encouraged. Sidewalks or agreements to provide sidewalks in the future are required in all other locations where a street frontage is disrupted.
- D. All Rooftop Heating, Ventilating, and Air Conditioning equipment (HVAC) shall be enclosed or screened such that it is not readily recognizable as HVAC equipment **in mixed use and commercial buildings.**

E. Special Standards for certain uses and structures.

1. Non-residential uses shall not produce noise exceeding fifty-five (55) decibels as measured at the property line, vibration, fumes smoke, dust or other particulate matter, odorous matter, heat, humidity, glare, electrical interference or other objectionable effects.
2. Where garages are built, they shall be wired for a minimum of 220 Volt vehicle charging.
3. Temporary outdoor sales are allowed.
4. 10 foot wide dry utility easements shall be provided along the frontage of public and private rights of way. A determination of the best locations for utilities shall occur during the application process with an application requirement for a conceptual utility plan as part of that process. **If utility boxes are needed, they shall not be placed in the clear view of an intersection or driveway.**
5. **All development proposed within this overlay is subject to the normal review processes of the City. The Wasatch Fire District shall review, provide comments/recommendations, and resolve any access and fire suppression related issues. As a general rule the Wasatch Fire District standards pertaining to Emergency Vehicle Access (EVA) are for homes located at a greater distance than 150' from a public right-of-way, as measured to the midpoint of all walls of the building, are as follows:**

- a. **Driveways less than 150' in length not classified as an EVA, shall meet the width and location requirements of the Heber City Standards and Specifications**
- b. **1-3 Single Family Home(s)- Where a driveway, shared or unshared, serves no more than three (3) dwelling units, not including accessory structures, and is defined as an EVA, the EVA shall provide a paved minimum unobstructed width of 16 feet, exclusive of**



- c. **4-5 Single Family Homes- Where a driveway, shared or unshared, serves no more than five (5) dwelling units, not including accessory structures, and is defined as an EVA, the EVA shall provide a paved minimum unobstructed width of 22 feet exclusive of shoulders and a minimum unobstructed height of 13 feet 6 inches. EVAs shall provide Wasatch Fire District approved turnarounds.**
- d. **Fire Hydrants - Fire hydrants shall be within 600 feet of the structure's front door/garage, measured along the main roadway centerline and including the distance created by the EVA.**

6. When located on private property, sewer, water, and irrigation shall be metered from the public ROW and distributed through the development as private ownership. Such extensions are not a City responsibility.
7. **Stormwater runoff shall be contained on private property.**

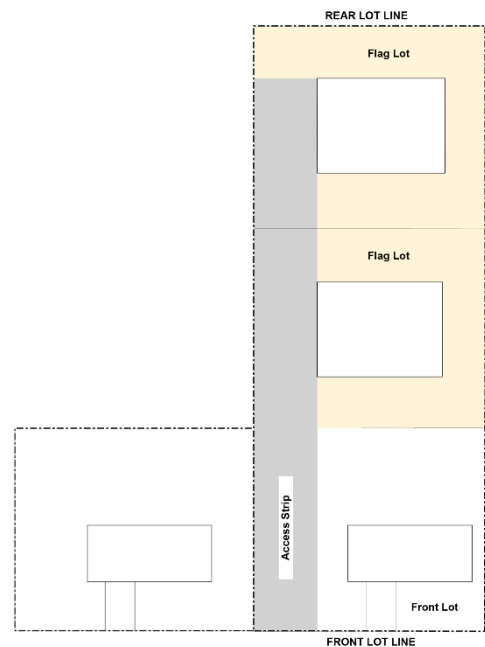
8. When rented, all housing types, except ADUs, shown in table 18.83.040.1 shall have a minimum lease period of one year (alt. 30 days, alt. 6 months).
9. Where owner occupancy is required, a deed restriction that runs with the land shall be recorded, with the City as a silent, non-financial partner to assure notification to the City of ownership changes.

F. Small lots. Smaller lots than the standard lot size required in the R-2 and R-3 zones are allowed as follows:

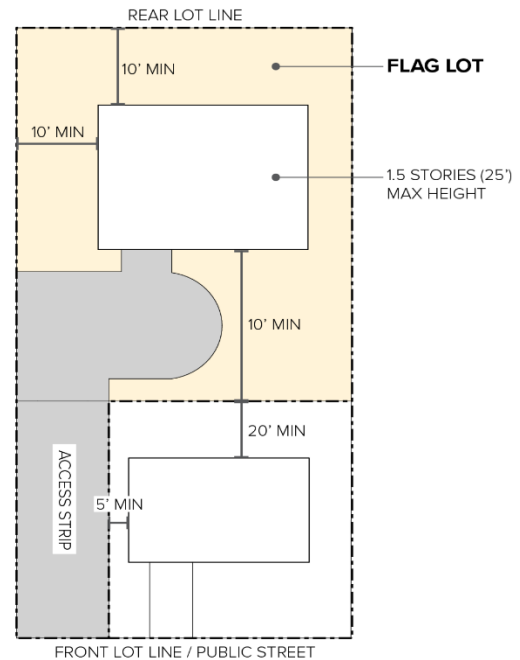
1. Such interior lots may have a width no less than 49' (alt. 40') at the front yard setback and if located on a corner, 56' (alt. 50') wide.
2. Any street facing garage shall be setback from the front face of the dwelling by at least ten feet.
3. Lots with a detached rear yard garage are required to have a minimum twelve (12') foot side yard from the side property line, to accommodate a driveway to the required rear parking. The opposite side yard setback is a minimum of six (6) feet.
4. A minimum lot size of 3,500 square feet is required.

G. Flag lots. Flag lots shall meet the following requirements. These requirements supersede the requirements for flag lots in Section 18.52.050:

1. Up to two (2) flag lots (plus the existing home) may be created from an existing parcel of property.
2. Homes shall not exceed 1.5 stories (25') in height and 10' rear, front, and side yard minimums are required.
3. The existing home shall maintain a minimum of a 20' rear yard.
4. The flag lot (s) shall be used exclusively as an owner occupied single-family residential dwelling, documented through a deed restriction, as per E. (9) of this section. The flag lot includes the potential for one internal Accessory Dwelling Unit and shall be located to the rear of the original or front lot. If the dwelling on the front lot is torn down, any new dwelling shall face the adjacent street.



5. The main body of a flag lot, exclusive of the access strip, shall be no smaller than 50% of the required lot area in the zone in which it is located.
6. The existing front lot shall meet the required lot area, lot width, front yard, side and rear yard setback requirements for the governing zoning district in which it is located.
7. The access strip/driveway portion of a flag lot - see 18.83.040 E (5) and :



- a. ~~Shall be at least 17' 15' wide for its entire length from the street to the point where the access strip adjoins the main body of the flag lot with a minimum of 12' of pavement;~~
 - b. ~~Shall be paved except for The 15' driveway shall include, 5' 3' reserved for landscaping/drainage/snow storage adjacent to the neighboring property line, unless agreed to in writing by the adjoining property owner;~~
 - c. ~~Hard surfaced driveways shall be located a minimum of 5' 3' from any existing home on the original or neighboring lots;~~
 - d. ~~No driveway gates are allowed.~~
 - e. ~~Shall front on a public street;~~
 - f. ~~The address of the flag lot shall be clearly displayed for emergency identification purposes.~~
8. ~~Shall not exceed one hundred fifty feet (150') in length measured to the midpoint at the back of the flag lot home, measured as a pedestrian would walk from the street to the back of the home, see attached diagram for reference. unless approved by the Fire Department. All flag lots/homes shall be within 600' of a fire hydrant, as measured along the roadway and access to the front door and/or garage. Interior sprinkling may be required for homes further than 150' from the public street and all flag lots are subject to Fire Department approval.~~

Where the 5' 3' landscaped area abuts the public street, it shall contain a mailbox (s), displaying the lot address (s), and a gravel or paved area for trash cans. ~~The address of the flag lot shall be clearly displayed for emergency identification purposes.~~

9. ~~Any flag lot/home exceeding the 150' regulation shall have a minimum 16' wide, paved driveway with the 3' buffers on each side and an approved turnaround, as per Fire Department standards.~~
10. Where two flag lots are proposed behind a lot fronting on the public street, the middle lot may have a zero lot line using the property line adjacent to the furthest lot.
11. Two (2) adjoining flag lots may share a common access strip only if the access strip is a paved twenty-two (20' 22') wide or greater width — this includes a 5' landscaped drainage/snow storage area and 15' of pavement. ~~A Fire Department approved turnaround is required.~~
12. The access strip portion of a flag lot shall be platted as a contiguous portion of the flag lot(s) or as an easement, where the access strip is intended to be shared. ~~The private~~

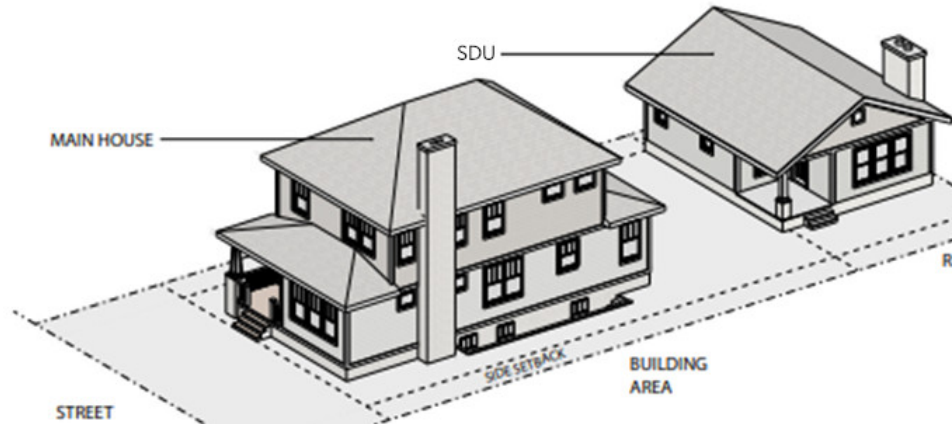
access strip shall accommodate all utilities. Access strip maintenance shall be accomplished by the property owners in a recorded agreement.

13. The subdivision plat shall include an outline of the buildable area proposed for the home (s).
14. 2 parking spaces are required for each home, as well as a turnaround area to prevent the need to back out through the driveway/access strip.
15. ~~The address of the flag lot dwelling (s) shall be clearly visible on the home when viewed from the access strip and on the mailbox along the public street.~~

H. Subordinate Dwelling Units (SDU)

1. These ordinance provisions only apply to parcels or lots 5000 square feet and larger and located in the CHOZ. If an SDU can be located on a property, it is considered an additional voluntary benefit provided to the homeowner and therefore is subject to additional regulations.
2. A Permitted use application for a Subordinate Dwelling Unit (SDU) is required. Such applications shall show the footprint and height, materials/design of the SDU, the proposed lot, side yards, rear yards, the designated front yard, and the proposed permanent access easement. In addition, a subdivision plat and processing is required.
3. Standards: The following standards and conditions shall apply to all SDUs:
 - a. Location: A SDU shall only be allowed as part of, or in conjunction with, a single-household dwelling, and SDUs shall contain no more than a ~~one-story~~ **1.5 stories (25')** (~~pitched roof excluded~~) and shall have minimum side and rear yard of 5 feet **or as allowed by Building Code standards**. The front yard shall have a minimum of 10' unless adjacent to a street or alley, where 15' minimum is required.
 - b. Number: A maximum of one SDU is allowed and only the original, existing dwelling may contain an additional internal ADU. The SDU shall not have an internal ADU.
 - c. Parking: At least one off-street parking stall shall be provided for the SDU. The required parking space may be a designated tandem space on the original lot as a permanent easement area. Parking spaces shall be identified on the subdivision plat. **In addition, the parking area shall include sufficient space for garbage cans and a mailbox clearly displaying the address of the SDU, adjacent to the public street.**
 - d. The SDU shall be **constructed with** painted wood, composite wood-like appearing materials, brick or stone exteriors as well as a pitched roof, 3' by 12' minimum.
 - e. **No SDU shall be allowed to be located further than 150' from the public street as measured to the midpoint at the rear of the SDU and measured as a pedestrian would walk from the street to the back of the home. All SDUs shall be within 600' of a fire hydrant, as measured to the midpoint at the rear wall of the SDU.**
4. Size: An SDU shall be subordinate to the footprint of the original single-household dwelling. The SDU shall not have more than an eight hundred (800) square foot footprint. **Basements are encouraged. If a garage is desired, it is not calculated as part of the 800 square foot footprint.**
5. Lot Size and Frontage:

- a. The original home shall be located on a lot that is at least 5000 square feet and meet the setbacks as specified in this ordinance.
 - b. No frontage on a public street or alley is required for an SDU, but a walkable or drivable permanent access easement is required (see 11 below).
6. Foundation: The SDU shall be secured to a permanent concrete foundation in accordance with the International Building Code, as adopted and amended by the City.

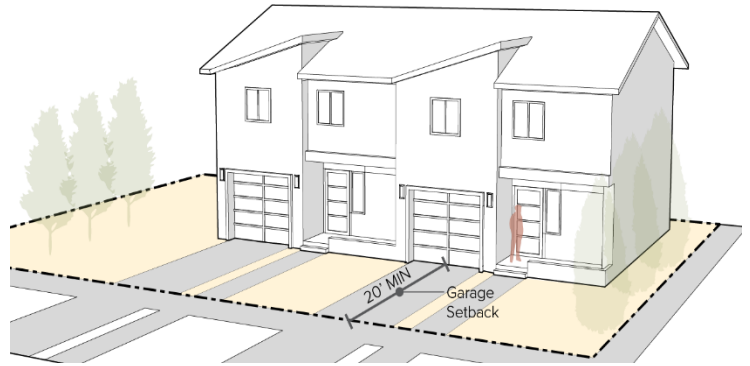


7. Occupants: The SDU shall be **owner** occupied exclusively by one household.
8. The SDU shall be permanently occupied by the owner. ~~The City may require the recording of an instrument with the property to notify the public of this requirement.~~ **Owner occupancy shall be acknowledged through a deed restriction as per E. (9) of this section**
9. The SDU shall have separate utilities from the original dwelling.
10. An SDU shall have a recorded permanent unobstructed access easement or a ~~deeded~~ driveway. If the permanent access easement can only accommodate pedestrians, then the original lot shall accommodate the required one additional parking space. **Such easements/walkable pathways/or drives shall be a minimum width of 5' to 12' and shall connect to the public street. The access shall be unobstructed, maintaining a clear path free of debris and impediments to access.**
11. Accessory buildings shall meet the standards for accessory buildings in the existing zone. Accessory buildings shall be subordinate in height to the SDU. Once a front yard is designated, accessory buildings are not allowed in the front yard.
12. The front entry shall include a covered porch at least 6' deep and contain at least 60 square feet.

~~I. Duplexes and Twin homes (option to delete): as an extra allowance in the CHOZ, construction of a duplex or a twin home is considered an additional voluntary benefit provided to the property owner and therefore is subject to additional regulations.~~

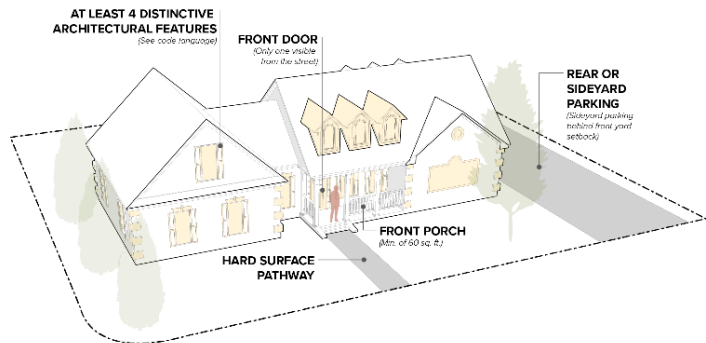
1. ~~If garages are proposed, the garage door shall encompass no more than 40% of the front façade (A) and shall be recessed, a minimum of 5', as per the drawing below.~~

2. If garages are proposed for each unit, they shall not be placed adjacent to each other and have a minimum setback of 20'.
3. Vinyl, aluminum siding and stucco are not allowed.
4. Separate utility lines and connections are required for each unit.
5. Duplexes located on a corner lot shall have one unit facing each street.
6. Twin homes require an agreement between the owners to be recorded specifying how shared walls, roofs, yards and drives are to be maintained.
7. Twin homes require a subdivision plat.



J. Mansion Style Apartments/condominiums.

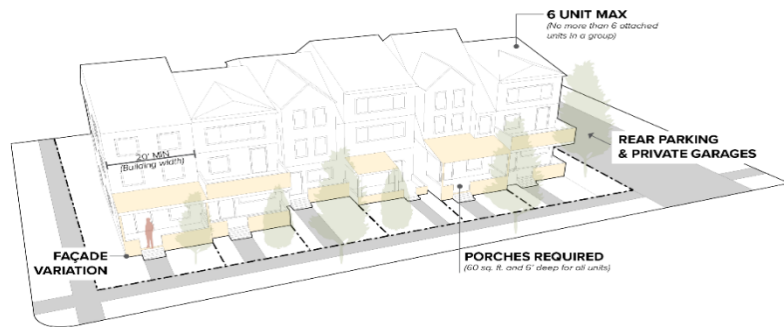
1. Shall be designed to resemble larger homes and shall only have one visible front door as viewed from the public street **in the CND and no more than two in the TCD.**
2. The front door area shall include a porch with a minimum of 60 square feet and a hard surfaced pathway to the street.
3. Parking shall be provided to rear or side beyond front yard setback.
4. Vinyl, aluminum and stucco wall surfaces are not allowed.
5. **Mansion Style apartment/condominiums may accommodate 2 to 4 units.**
6. All Mansion Style apartment buildings shall include at least 4 distinctive architectural features from the following list (only one item from each numbered item below, as a minimum) and shall be incorporated in each building:
 1. Ornamental details such as knee braces, exposed joists, decorative vents, window shutters.
 2. Box or bay windows
 3. Balconies with at least 50 square feet.
 4. A minimum of 5 windows, 12 square foot minimum on the front façade.
 5. A substantial/noticeable change of material applied to the front façade.
 6. A substantial/noticeable change of color applied to the front façade.
 7. A change of pattern that is substantial/noticeable on the façade (Example: changing brick work from face brick to a soldier course or basket weave pattern.)
 8. Brick or stone along the front of the building, covering at least 25% of the front of the building.
 9. Materials – brick, stone, wood, cement composite materials, and metal accents.



7. Separate utilities for each unit are required if condominium units are proposed.

K. Townhouse.

1. Horizontally attached multi-story units in a rowhouse configuration. This building type can include live/work units **in the TCD**. If live work is included, such units shall not exceed 3000 square feet of business usage, not more than 50% of the floor, and no more than 5 employees.
2. If end units face the street, they shall **address the street with a front door and a porch and** include windows covering at least 25% of the façade for each floor.
3. Parking and private garages shall be located to the rear of the building allowing the primary façade to front a public street or public greenspace. Garages shall include the infrastructure for a 220 outlet capable of faster car charging.
4. Provide outdoor covered balconies or patios for 100% of the units at a minimum of 6 feet deep and 60 square feet each.
5. Building width shall be a minimum of 20'. Guest parking shall not include any driveway area that accesses a garage. No more than 5 attached units per building.
6. Setbacks for each unit shall be varied at least 2' feet where a development has more than 5 units.
7. Townhouse developments with over 12 units shall include at least a play structure and a barbeque/seating area and one passive leisure space of at least 3000 square feet.
8. Separate utilities for each unit are required and may require easements for units that are distant from a public street.
9. Building heights shall not exceed **1.5 stories in the CND** and 35 feet **in the TCD**.
10. An HOA is required.

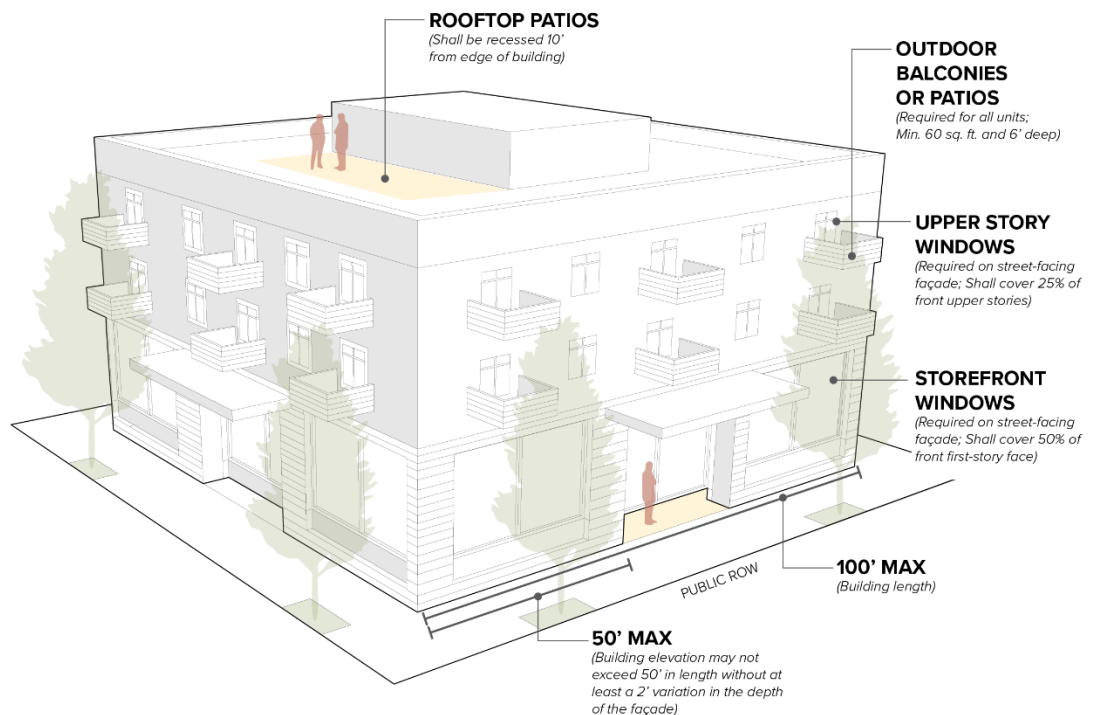


L. Mixed-use buildings.

1. Intended for a mix of primarily residential with commercial/office or commercial and office uses required to be located on the first floor, and optional above the first floor at or near the front build-to-line with parking to the rear, underground, or podium type. No podium parking is allowed to front a street. This building type may support office, retail, hotel/hospitality or residential uses mixed vertically.
2. For residential units, provide outdoor balconies or patios for 100% of the residential units at a minimum of 6 feet deep and 60 square feet each.
3. No wood burning fireplaces, stoves, appliances, or outdoor fire pits are allowed.
4. Provide indoor bike storage or bike lockers.
5. Rooftop patios are allowed but **amenities** shall be recessed ten feet from the edge of the building.
6. Exterior materials of a durable or resilient nature such as brick, stone, composite materials, or other materials of similar quality, hardness, and low maintenance characteristics are required. Roughhewn, exposed wood beams, columns and supports are required for all facades facing a street. New development in the

TCD shall incorporate common, locally found materials such as granite, stone, sandstone, wood, and brick as part of the first floor of each building for at least 75% of the first floor, excluding the windows.

7. All stories above the first floor shall incorporate at least 50% of the above specified materials. Stucco and EIFS are prohibited for use as materials on any façade visible from a right-of-way, but may be used on second and above stories if additional scoring provides a brick-like appearance. Other materials may be considered, by the Planning Director for soffits, or as accents or unique architectural features. Twenty-five year guaranteed architectural shingles or other longer-lasting materials are required for sloped roofs.
8. 360 degree architectural consistency is required, **utilizing earth toned colors.(alt)**
9. No new building elevation may exceed 50 feet in length without at least a 2-foot variation in the depth of the façade along the public right of way and a 1-foot variation on other facades. Residential unit balconies shall not be interpreted to meet this requirement.
10. No single building shall exceed 100 feet **of frontage along a street.**
11. Parking shall be to the rear of the building.
12. Storefront windows (**including bulkheads and transom windows**) are required on the street facing façade and street facing windows shall cover a minimum of 50% of the front first story face and 25 percent of all upper stories.



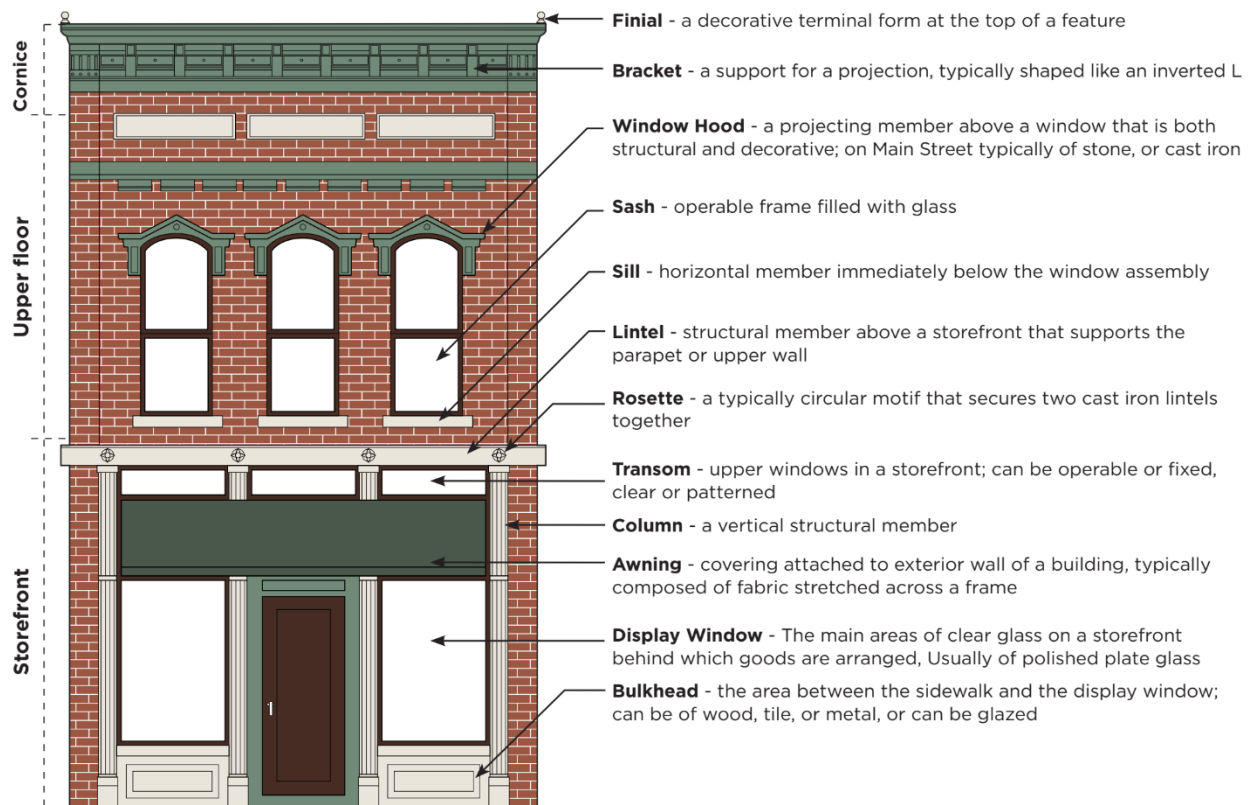
M. Commercial Buildings.

1. Minimum 2-story building with the primary use of office, retail, civic or commercial use.
2. All such buildings shall include at least 1 vehicle charging station per building.
3. Exterior materials of a durable or resilient nature such as brick, stone, composite materials, or other materials of similar quality, hardness, and low maintenance characteristics are required. Roughhewn, exposed wood beams, columns and

supports are required for all facades facing a street. New development in the TCD shall incorporate common, locally found materials such as granite, stone, sandstone, wood, and brick as part of the first floor of each building for at least 75% of the first floor, excluding the windows.

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5. 360 degree architectural consistency is required, **utilizing earth toned colors.(alt)**
6. Principal entrance shall face the street or be located on the corner of the building and recessed.
7. Front façade shall include a storefront type appearance **(including bulkheads and transom windows)** and include at least two **(alt 4 as per the C-3 zone)** additional features from the sketch below:

ANATOMY OF A MAIN STREET BUILDING



18.83.050 Visual Screening

All commercial lots within the zone shall have a six-foot rear yard sight obscuring fence.

18.83.060 Definitions to be added

Driveway - Where vehicular access to a structure that is less than 150 feet measured from the main access road around the side to the middle of the rear of the home.

Emergency Vehicle Access (EVA) - where vehicular access to a structure is greater than 150 feet measured from the main access road around the side to the middle of the rear of the home Emergency Vehicle Access specifications are applicable.

18.83.070 Related Provisions

Chapter 18.12	Administration
Chapter 18.08	Definitions
Chapter 18.68	Supplementary Regulations
Chapter 18.108	Conditional Use Permits
Chapter 18.72	Off-Street Parking and Loading
Chapter 18.103	Sign Regulations
Chapter 18.78	Lighting
Chapter 18.174	Enforcement
Chapter 18.117	Subdivisions

EXHIBIT 2

18.83 Central Heber Overlay Zone (CHOZ)

18.83.010	Purpose
18.83.020	Permitted and Conditional Uses
18.83.030	Spatial Requirements
18.83.040	Building Typologies & Design Requirements
18.83.050	Visual Screening
18.83.060	Definitions
18.83.070	Related Provisions

18.83.010 Purpose

To implement the Central Heber Vision of the General Plan, the Central Heber Overlay Zone (CHOZ) is hereby created to include two distinct land use districts. If the use of the Overlay is desired by an applicant, the uses and standards of this chapter shall apply.

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Fitness centers & gymnasiums	N	P	See note 1 below
Commercial day care	N	P	As regulated by State Law
Home occupations, home based pre-school, daycare and micro-school	P	P	As regulated by Section 18.68.609 & State Law
Public/Private schools	C	P	As regulated in State Law and Section 18.68.230. Size limitations may be imposed.
Signs	N	P	<ul style="list-style-type: none"> • As regulated by Section 18.104 • Further limited to one monument sign (max 15 square feet and 4' in height) with a rock/brick base, and one wall sign (max 24 square feet and 3' in height) or one projecting sign (as per the standards in 18.104)

Note 1 - For the TCD, permitted only for properties fronting 100 South and for properties fronting 100 East and 100 West

18.83.030 Spatial Standards

- A.** The minimum spatial standards shall be as set forth in the underlying zone, with the addition of Small lots, Flag lots and SDUs, as described below.

- B. The maximum height of all principal structures shall be thirty-five feet and accessory buildings shall follow the requirements of the underlying zone.

General Spatial Requirements *

Table 18.83.030.1

Frontage	Min Front Setback	Min Rear Setback	Min Side Setback	Min Area & Depth	Max Height
All other buildings must meet the frontage requirements of the underlying zone	15 feet min from public right of way; 10 feet min for flag lots from PUE/access easement to any building	15 feet to property line	5 feet min to each side property line; 15 feet min from public right of way	As per the underlying zone or as specified in section 18.83.040 98 foot min depth for corner lots	1.5 stories and not to exceed 25' max for flag lots, detached ADUs, townhouses, and SDUs; 35 foot max for all other buildings

*Other standards may apply elsewhere in this code, such as 18.83.040

18.83.040 Building Typologies & Design Requirements

Table of Permitted Building Types per District

18.83.040.1

Building Typology	CND	TCD
Small lot	P	N
Flag lot (s)	P	P
Subordinate Dwelling Unit (SDU)	P	P
Detached and Internal Accessory Dwelling Unit (ADUs)	P	P
Townhouses (small – no more than 5 attached units per building)	P	P
Townhouse complexes (more than one building)	N	C
Mansion style apartments/condominiums	N (alt "C")	C
Commercial Building	N	P
Mixed Use Building	N	P

- A. **Those who desire to convert homes**, lots or other buildings to commercial use or multi-family use shall maintain the required landscaping. No parking is allowed in the front yard.
- B. **Rooftops** may be used as garden type open space, and/or passive recreation space.
- C. Utilities normally found above ground are not required to be placed underground unless located directly adjacent to existing underground utilities. Curb, gutter, and sidewalk are not required except along 100 East and 100 West, where diagonal street parking is encouraged. Sidewalks or agreements to provide sidewalks in the future are required in all other locations where a street frontage is disrupted.
- D. All Rooftop Heating, Ventilating, and Air Conditioning equipment (HVAC) shall be enclosed or screened such that it is not readily recognizable as HVAC equipment in mixed use and commercial buildings.
- E. **Special Standards** for certain uses and structures.

1. Non-residential uses shall not produce noise exceeding fifty-five (55) decibels as measured at the property line, vibration, fumes smoke, dust or other particulate matter, odorous matter, heat, humidity, glare, electrical interference or other objectionable effects.
2. Where garages are built, they shall be wired for a minimum of 220 Volt vehicle charging.
3. Temporary outdoor sales are allowed.
4. 10 foot wide dry utility easements shall be provided along the frontage of public and private rights of way. A determination of the best locations for utilities shall occur during the application process with an application requirement for a conceptual utility plan as part of that process. If utility boxes are needed, they shall not be placed in the clear view of an intersection or driveway.
5. All development proposed within this overlay is subject to the normal review processes of the City. The Wasatch Fire District shall review, provide comments/recommendations, and resolve any access and fire suppression related issues. As a general rule the Wasatch Fire District standards pertaining to Emergency Vehicle Access (EVA) are for homes located at a greater distance than 150' from a public right-of-way, as measured to the midpoint of all walls of the building, are as follows:

- a. Driveways less than 150' in length not classified as an EVA, shall meet the width and location requirements of the Heber City Standards and Specifications
- b. 1-3 Single Family Home(s)- Where a driveway, shared or unshared, serves no more than three (3) dwelling units, not including accessory structures, and is defined as an EVA, the EVA shall provide a paved minimum unobstructed width of 16 feet, exclusive of shoulders and a minimum unobstructed height of 13 feet 6 inches. EVAs shall provide Wasatch Fire District approved turnarounds.
- c. 4-5 Single Family Homes- Where a driveway, shared or unshared, serves no more than five (5) dwelling units, not including accessory structures, and is defined as an EVA, the EVA shall provide a paved minimum unobstructed width of 22 feet exclusive of shoulders and a minimum unobstructed height of 13 feet 6 inches. EVAs shall provide Wasatch Fire District approved turnarounds.
- d. Fire Hydrants - Fire hydrants shall be within 600 feet of the structure's front door/garage, measured along the main roadway centerline and including the distance created by the EVA.



6. When located on private property, sewer, water, and irrigation shall be metered from the public ROW and distributed through the development as private ownership. Such extensions are not a City responsibility.
7. Stormwater runoff shall be contained on private property.
8. When rented, all housing types, except ADUs, shown in table 18.83.040.1 shall have a minimum lease period of one year (alt. 30 days, alt. 6 months).

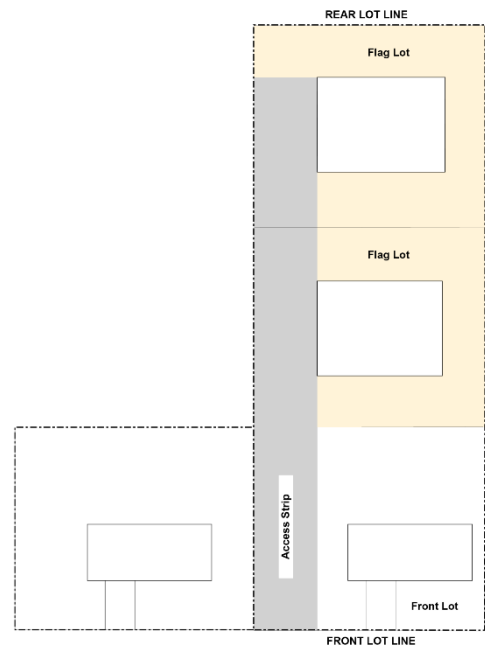
- Where owner occupancy is required, a deed restriction that runs with the land shall be recorded, with the City as a silent, non-financial partner to assure notification to the City of ownership changes.

F. Small lots. Smaller lots than the standard lot size required in the R-2 and R-3 zones are allowed as follows:

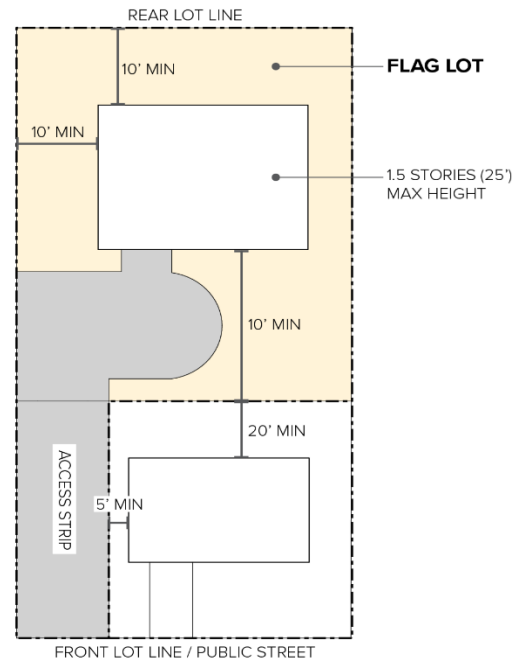
- Such interior lots may have a width no less than 49' (alt. 40') at the front yard setback and if located on a corner, 56' (alt. 50') wide.
- Any street facing garage shall be setback from the front face of the dwelling by at least ten feet.
- Lots with a detached rear yard garage are required to have a minimum twelve (12') foot side yard from the side property line, to accommodate a driveway to the required rear parking. The opposite side yard setback is a minimum of six (6) feet.
- A minimum lot size of 3,500 square feet is required.

G. Flag lots. Flag lots shall meet the following requirements. These requirements supersede the requirements for flag lots in Section 18.52.050:

- Up to two (2) flag lots (plus the existing home) may be created from an existing parcel of property.
- Homes shall not exceed 1.5 stories (25') in height and 10' rear, front, and side yard minimums are required.
- The existing home shall maintain a minimum of a 20' rear yard.
- The flag lot (s) shall be used exclusively as an owner occupied single-family residential dwelling, documented through a deed restriction, as per E. (9) of this section. The flag lot includes the potential for one internal Accessory Dwelling Unit and shall be located to the rear of the original or front lot. If the dwelling on the front lot is torn down, any new dwelling shall face the adjacent street.



5. The main body of a flag lot, exclusive of the access strip, shall be no smaller than 50% of the required lot area in the zone in which it is located.
6. The existing front lot shall meet the required lot area, lot width, front yard, side and rear yard setback requirements for the governing zoning district in which it is located.
7. The access strip/driveway portion of a flag lot - see 18.83.040 E (5) and :
 - a. No driveway gates are allowed.
 - b. Shall front on a public street;
 - c. The address of the flag lot shall be clearly displayed for emergency identification purposes.

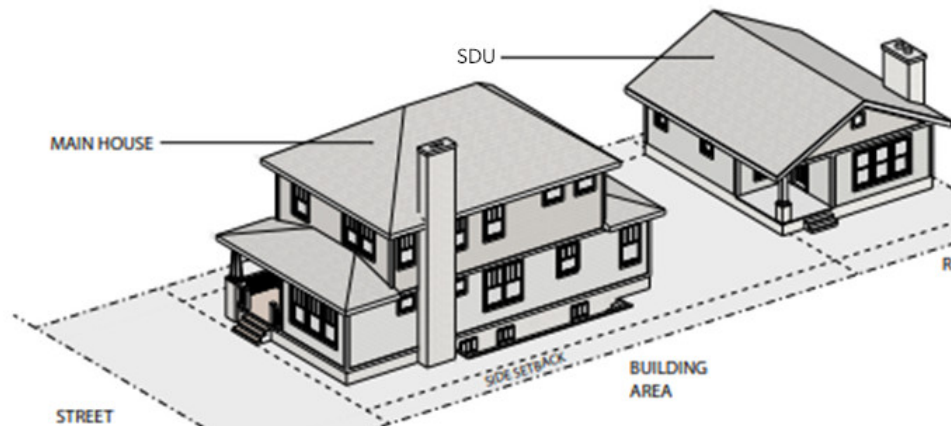


8. Where two flag lots are proposed behind a lot fronting on the public street, the middle lot may have a zero lot line using the property line adjacent to the furthest lot.
9. The access strip portion of a flag lot shall be platted as a contiguous portion of the flag lot(s) or as an easement, where the access strip is intended to be shared. The private access strip shall accommodate all utilities. Access strip maintenance shall be accomplished by the property owners in a recorded agreement.
10. The subdivision plat shall include an outline of the buildable area proposed for the home(s).
11. 2 parking spaces are required for each home, as well as a turnaround area to prevent the need to back out through the driveway/access strip.

H. Subordinate Dwelling Units (SDU)

1. These ordinance provisions only apply to parcels or lots 5000 square feet and larger and located in the CHOZ. If an SDU can be located on a property, it is considered an additional voluntary benefit provided to the homeowner and therefore is subject to additional regulations.
2. A Permitted use application for a Subordinate Dwelling Unit (SDU) is required. Such applications shall show the footprint and height, materials/design of the SDU, the proposed lot, side yards, rear yards, the designated front yard, and the proposed permanent access easement. In addition, a subdivision plat and processing is required.
3. Standards: The following standards and conditions shall apply to all SDUs:
 - a. Location: A SDU shall only be allowed as part of, or in conjunction with, a single-household dwelling, and SDUs shall contain no more than 1.5 stories (25') and shall have minimum side and rear yard of 5 feet or as allowed by Building Code standards. The front yard shall have a minimum of 10' unless adjacent to a street or alley, where 15' minimum is required.
 - b. Number: A maximum of one SDU is allowed and only the original, existing dwelling may contain an additional internal ADU. The SDU shall not have an internal ADU.

- c. Parking: At least one off-street parking stall shall be provided for the SDU. The required parking space may be a designated tandem space on the original lot as a permanent easement area. Parking spaces shall be identified on the subdivision plat. In addition, the parking area shall include sufficient space for garbage cans and a mailbox clearly displaying the address of the SDU, adjacent to the public street.
 - d. The SDU shall be constructed with painted wood, composite wood-like appearing materials, brick or stone exteriors as well as a pitched roof, 3' by 12' minimum.
 - e. No SDU shall be allowed to be located further than 150' from the public street as measured to the midpoint at the rear of the SDU and measured as a pedestrian would walk from the street to the back of the home. All SDUs shall be within 600' of a fire hydrant, as measured to the midpoint at the rear wall of the SDU.
4. Size: An SDU shall be subordinate to the footprint of the original single-household dwelling. The SDU shall not have more than an eight hundred (800) square foot footprint. Basements are encouraged. If a garage is desired, it is not calculated as part of the 800 square foot footprint.
5. Lot Size and Frontage:
- a. The original home shall be located on a lot that is at least 5000 square feet and meet the setbacks as specified in this ordinance.
 - b. No frontage on a public street or alley is required for an SDU, but a walkable or drivable permanent access easement is required (see 11 below).
6. Foundation: The SDU shall be secured to a permanent concrete foundation in accordance with the International Building Code, as adopted and amended by the City.



- 7. Occupants: The SDU shall be owner occupied exclusively by one household.
- 8. The SDU shall be permanently occupied by the owner. Owner occupancy shall be acknowledged through a deed restriction as per E. (9) of this section
- 9. The SDU shall have separate utilities from the original dwelling.
- 10. An SDU shall have a recorded permanent unobstructed access easement or a driveway. If the permanent access easement can only accommodate pedestrians, then the original lot shall accommodate the required one additional parking space. Such easements/walkable pathways/or drives shall be a minimum width of 5' and

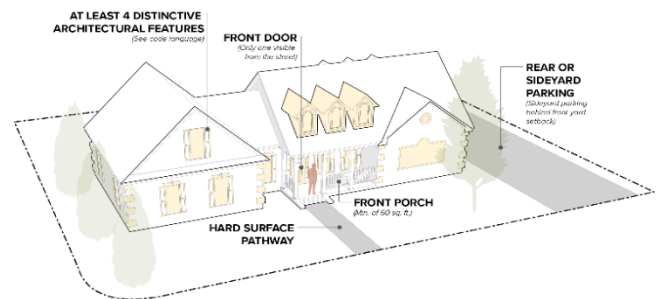
shall connect to the public street. The access shall be unobstructed, maintaining a clear path free of debris and impediments to access.

11. Accessory buildings shall meet the standards for accessory buildings in the existing zone. Accessory buildings shall be subordinate in height to the SDU. Once a front yard is designated, accessory buildings are not allowed in the front yard.
12. The front entry shall include a covered porch at least 6' deep and contain at least 60 square feet.

I. Mansion Style Apartments/condominiums.

1. Shall be designed to resemble larger homes and shall only have one visible front door as viewed from the public street in the CND and no more than two in the TCD.
2. The front door area shall include a porch with a minimum of 60 square feet and a hard surfaced pathway to the street.
3. Parking shall be provided to rear or side beyond front yard setback.
4. Vinyl, aluminum and stucco wall surfaces are not allowed.
5. Mansion Style apartment/condominiums may accommodate 2 to 4 units.
6. All Mansion Style apartment buildings shall include at least 4 distinctive architectural features from the following list (only one item from each numbered item below, as a minimum) and shall be incorporated in each building:

- a. Ornamental details such as knee braces, exposed joists, decorative vents, window shutters.
- b. Box or bay windows
- c. Balconies with at least 50 square feet.
- d. A minimum of 5 windows, 12 square foot minimum on the front façade.
- e. A substantial/noticeable change of material applied to the front façade.
- f. A substantial/noticeable change of color applied to the front façade.
- g. A change of pattern that is substantial/noticeable on the façade (Example: changing brick work from face brick to a soldier course or basket weave pattern.)
- h. Brick or stone along the front of the building, covering at least 25% of the front of the building.
- i. Materials – brick, stone, wood, cement composite materials, and metal accents.

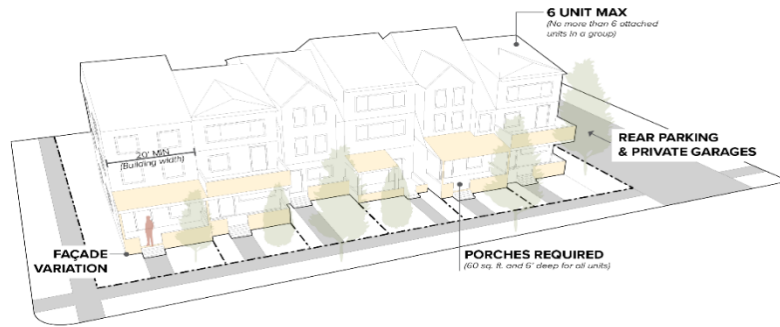


7. Separate utilities for each unit are required if condominium units are proposed.

J. Townhouse.

1. Horizontally attached multi-story units in a rowhouse configuration. This building type can include live/work units in the TCD. If live work is included, such units shall not exceed 3000 square feet of business usage, not more than 50% of the floor, and no more than 5 employees.

2. If end units face the street, they shall address the street with a front door and a porch and include windows covering at least 25% of the façade for each floor.
3. Parking and private garages shall be located to the rear of the building allowing the primary façade to front a public street or public greenspace. Garages shall include the infrastructure for a 220 outlet capable of faster car charging.
4. Provide outdoor covered balconies or patios for 100% of the units at a minimum of 6 feet deep and 60 square feet each.
5. Building width shall be a minimum of 20'. Guest parking shall not include any driveway area that accesses a garage. No more than 5 attached units per building.
6. Setbacks for each unit shall be varied at least 2' feet where a development has more than 5 units.
7. Townhouse developments with over 12 units shall include at least a play structure and a barbeque/seating area and one passive leisure space of at least 3000 square feet.
8. Separate utilities for each unit are required and may require easements for units that are distant from a public street.
9. Building heights shall not exceed 1.5 stories in the CND and 35 feet in the TCD.
10. An HOA is required.

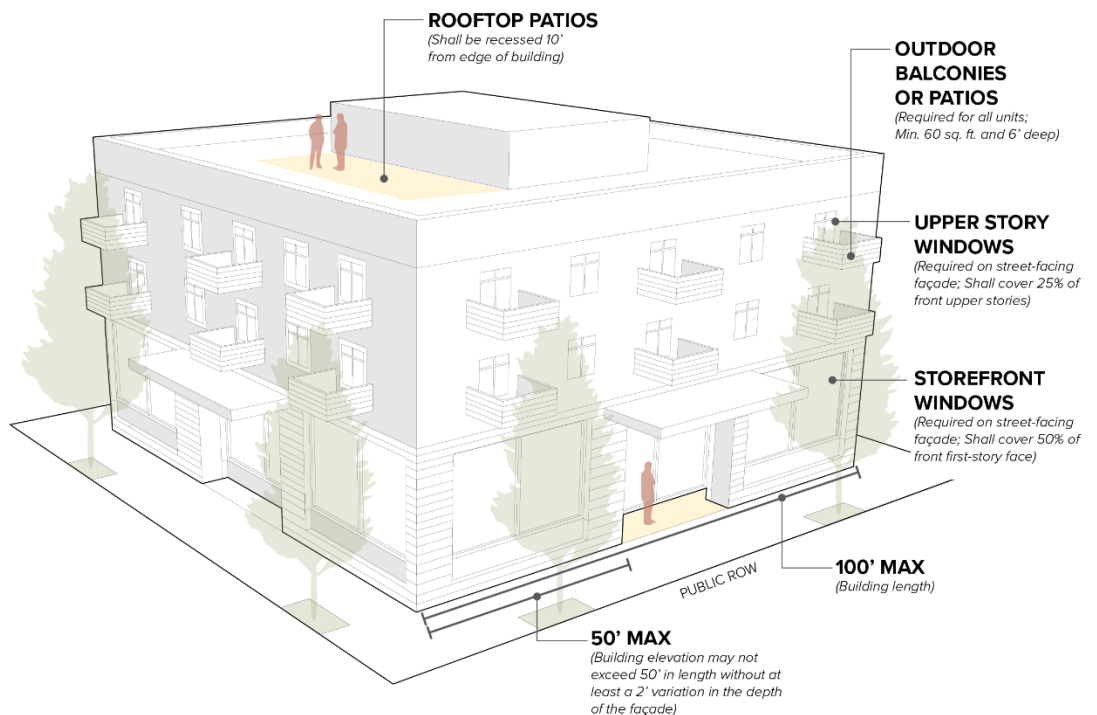


K. Mixed-use buildings.

1. Intended for a mix of primarily residential with commercial/office or commercial and office uses required to be located on the first floor, and optional above the first floor at or near the front build-to-line with parking to the rear, underground, or podium type. No podium parking is allowed to front a street. This building type may support office, retail, hotel/hospitality or residential uses mixed vertically.
2. For residential units, provide outdoor balconies or patios for 100% of the residential units at a minimum of 6 feet deep and 60 square feet each.
3. No wood burning fireplaces, stoves, appliances, or outdoor fire pits are allowed.
4. Provide indoor bike storage or bike lockers.
5. Rooftop patios are allowed but amenities shall be recessed ten feet from the edge of the building.
6. Exterior materials of a durable or resilient nature such as brick, stone, composite materials, or other materials of similar quality, hardness, and low maintenance characteristics are required. Roughhewn, exposed wood beams, columns and supports are required for all facades facing a street. New development in the TCD shall incorporate common, locally found materials such as granite, stone, sandstone, wood, and brick as part of the first floor of each building for at least 75% of the first floor, excluding the windows.
7. All stories above the first floor shall incorporate at least 50% of the above specified materials. Stucco and EIFS are prohibited for use as materials on any façade visible from a right-of-way, but may be used on second and above stories if additional

scoring provides a brick-like appearance. Other materials may be considered, by the Planning Director for soffits, or as accents or unique architectural features. Twenty-five year guaranteed architectural shingles or other longer-lasting materials are required for sloped roofs.

8. 360 degree architectural consistency is required, utilizing earth toned colors.
9. No new building elevation may exceed 50 feet in length without at least a 2-foot variation in the depth of the façade along the public right of way and a 1-foot variation on other facades. Residential unit balconies shall not be interpreted to meet this requirement.
10. No single building shall exceed 100 feet of frontage along a street.
11. Parking shall be to the rear of the building.
12. Storefront windows (including bulkheads and transom windows) are required on the street facing façade and street facing windows shall cover a minimum of 50% of the front first story face and 25 percent of all upper stories.



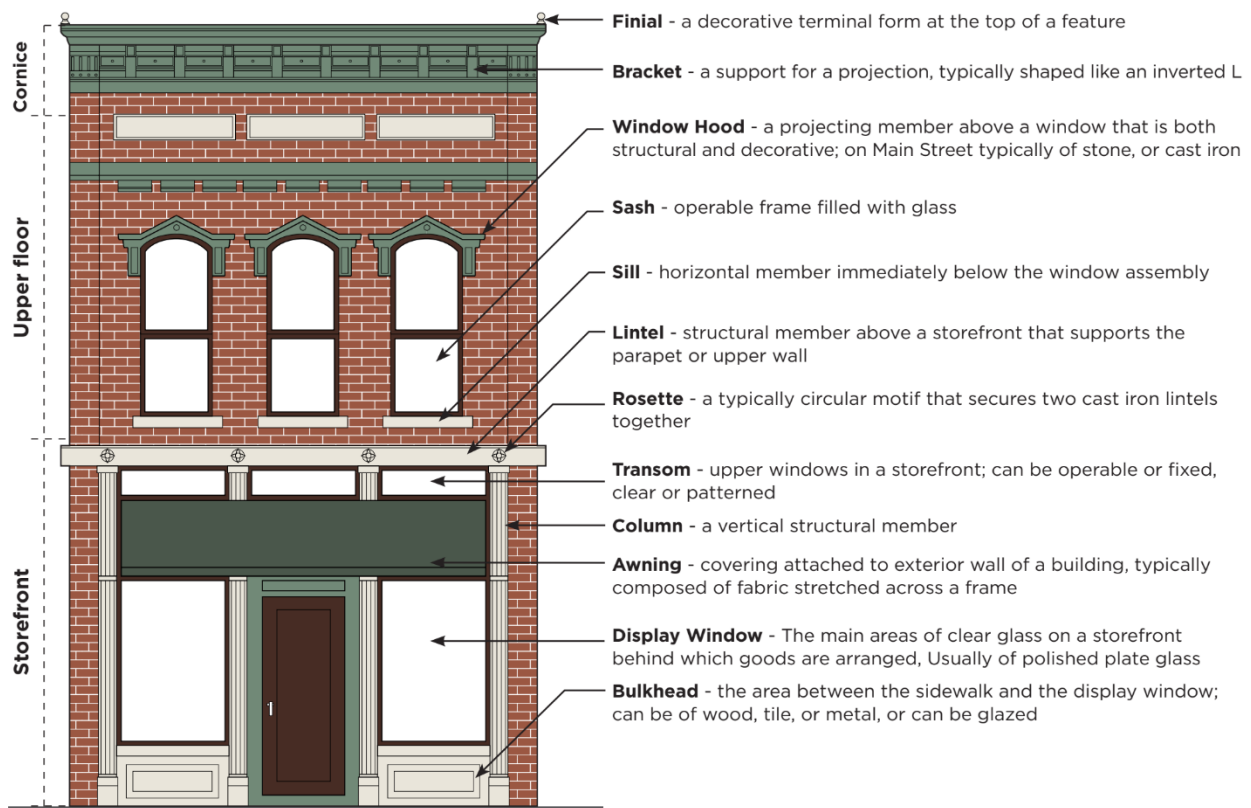
L. Commercial Buildings.

1. Minimum 2-story building with the primary use of office, retail, civic or commercial use.
2. All such buildings shall include at least 1 vehicle charging station per building.
3. Exterior materials of a durable or resilient nature such as brick, stone, composite materials, or other materials of similar quality, hardness, and low maintenance characteristics are required. Roughhewn, exposed wood beams, columns and supports are required for all facades facing a street. New development in the TCD shall incorporate common, locally found materials such as granite, stone, sandstone, wood, and brick as part of the first floor of each building for at least 75% of the first floor, excluding the windows.
4. All stories above the first floor shall incorporate at least 50% of the above specified materials. Stucco and EIFS are prohibited for use as materials on any façade visible

from a right-of-way, but may be used on second and above stories if additional scoring provides a brick-like appearance. Other materials may be considered, by the Planning Director for soffits, or as accents or unique architectural features. Twenty-five year guaranteed architectural shingles or other longer-lasting materials are required for sloped roofs.

5. 360 degree architectural consistency is required, utilizing earth toned colors.
6. Principal entrance shall face the street or be located on the corner of the building and recessed.
7. Front façade shall include a storefront type appearance (including bulkheads and transom windows) and include at least two (alt 4 as per the C-3 zone) additional features from the sketch below:

ANATOMY OF A MAIN STREET BUILDING



18.83.050 Visual Screening

All commercial lots within the zone shall have a six-foot rear yard sight obscuring fence.

18.83.060 Definitions to be added

Driveway - Where vehicular access to a structure that is less than 150 feet measured from the main access road around the side to the middle of the rear of the home.

Emergency Vehicle Access (EVA) - where vehicular access to a structure is greater than 150 feet measured from the main access road around the side to the middle of the rear of the home Emergency Vehicle Access specifications are applicable.

18.83.070 Related Provisions

Chapter 18.12	Administration
Chapter 18.08	Definitions
Chapter 18.68	Supplementary Regulations
Chapter 18.108	Conditional Use Permits
Chapter 18.72	Off-Street Parking and Loading
Chapter 18.103	Sign Regulations
Chapter 18.78	Lighting
Chapter 18.174	Enforcement
Chapter 18.117	Subdivisions