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

October 7, 2025

3:00 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 - 3:00 P.M.

1. Consultant Interviews for the Trailhead Plaza RFQ (Request for Qualifications) (Anthony Kohler) - *3 hours*

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 (Mike Johnston, Council Member)

IV. AWARDS, RECOGNITION, and PROCLAMATIONS:

V. CONFLICT OF INTEREST DISCLOSURE:

VI. CONSENT AGENDA:

1. September 2, 2025, City Council Meeting Minutes and September 16, 2025, City Council Meeting Minutes (Trina Cooke, City Recorder)
2. Ordinance 2025-27 Amending Short Term Rental Ordinance (Anthony Kohler)
3. Evidence Purge Request (Parker Sever, Chief of Police)
4. Airport Advisory Board (AAB) Member Nominations (Heidi Franco, Mayor)
5. Resolution 2025-16 Non-appropriating Funds for Lenslock, Inc (Jeremy Cook, City Attorney)
6. Mark Evans Settlement Agreement (Jeremy Cook, City Attorney)

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

VIII. GENERAL BUSINESS ITEMS:

1. Celebration Workforce Housing (Russ Watts, Anthony Kohler) - *30 min*

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

1. Utah State High School Rodeo Scholarship Fund Contribution Request (Jon Provost) - *10 min*
2. Contract Award to Kenny Seng Construction for the 300 North Sewer Line Upgrade Project (Russ Funk, City Engineer) - *10 min*
3. Ordinance 2025- 25 Bush Annexation (Jamie Baron, Planning Manager) - *30 min*
4. Heber Food Truck Court Development Agreement (Jacob Roberts, Planner) - *20 min*
5. Karl Malone Polaris Development Agreement (Denna Woodbury, Planning Consultant) - *20 min*
6. 100 West Design - Consider Design Changes Based on Field Trip Discussions (Russ Funk, City Engineer, Horrocks) - *30 min*
7. Selection of Final Consultant as per interviews for the Trailhead Plaza RFQ (Anthony Kohler) - *45 min*

X. COMMUNICATION:

XI. 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 October 2, 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.

Heber City Council Staff Report

MEETING DATE: 10/7/2025

SUBJECT: Consultant Interviews for the Trailhead Plaza RFQ (Request for Qualifications)

RESPONSIBLE: Anthony Kohler

DEPARTMENT: Planning

STRATEGIC RELEVANCE: Community Development

SUMMARY

Heber City released a Request for Qualifications (RFQ) for the design of the Main Street Plaza. Six (6) firms applied, and three firms will appear before the Council on October 7 for interviews. Council will interview design firms Confluence at 3 pm, GSBS at 4 pm, and Terracon at 5 pm for phase 2 design of the Main Street Plaza. Later in the evening, Council will discuss the firms and render a decision on selecting a firm. That firm will return to the City at another date with a written proposal with details and costs for the project, and if acceptable, the City will enter into a contract with that firm for the design of the Main Street Plaza.

Leading up to this meeting, the City convened a staff level AdHoc Review Committee to screen the 6 submittals and provide a recommendation to Council for moving forward with considering 3 consultants. A supplementary request for information was issued to the three finalists. Copies of consultant responses to the RFQ and supplemental request for information are included with this staff report as attachments. Special thanks to Marissa Stanger and Mia Yue with the POSTT Committee, Russ Funk, Matt Brower, and Keri Smith for serving on the committee. Their participation was invaluable.

The policy question for the Council is:

- Which firm is best qualified to complete the design work for the Trailhead Plaza?

RECOMMENDATION

Each consultant will have 50 minutes with Council. Staff recommends the following interview format for each firm.

- 25 minute presentation
- 25 minute Council questions
- Staff recommends Council ask questions related to the qualifications of each firm, particularly as questions may relate to the metrics "Step II Evaluation Criteria", as follows.

1. **Team qualifications & resources (25%)**

- Lead Architect's record of building consensus and trust with diverse stakeholders
- Named ice ribbon / four-season design expertise
- Documented CM/GC collaboration experience
- Stability of subs and key staff continuity
- Relationship of Lead Architect with the Civil Engineer

- **2. Project understanding & suitability (25%)**

- Clear grasp of Heber's goals (year-round use + downtown economic activation)
- Innovative but feasible programming/activation strategies
- Ability to refine the Roger Brooks concept plan without starting over
- Public outreach strategy that informs, gathers and maximizes feedback from the public

3. Design & phasing approach (25%)

- Practical phasing that aligns with budget realities and priorities
- Value engineering and cost-conscious detailing
- Sensitivity to site constraints (Majestic Lawn capacity, parking connectivity)

4. Past performance & transparency (15%)

- On-budget, on-time delivery with references & outcomes
- Comparable 2 to 5 acre plaza projects
- Openness about past budgets/results where permissible

5. Programming & management integration (10%)

- How the physical design supports operations and programming (e.g., Christmas Village, concerts, market trail, ice use)
- ROI-minded approach to management and activation

BACKGROUND

In 2020 Heber City completed a comprehensive general plan (Plan) update, coined Envision Heber 2050 (copy of which can be viewed at: https://envisionheber.com/). A key tenant of the adopted Plan, is that Heber's downtown "will develop into an even stronger center and remain the heart of the community." The Plan espoused that the downtown is in need of considerable work to maintain and develop its potential.

To develop a more detailed vision and executable plan for the City's downtown, in 2023 Heber City

undertook a second planning initiative called Envision Central Heber (copy of which can be viewed at: https://envisionheber.com/) (aka Downtown Plan). The initiative included establishing a detailed vision for Central Heber, encompassing the Downtown District blocks near Main Street. The Central Heber visioning process engaged hundreds of residents, business leaders, and other stakeholders. Findings included creating increased living and working opportunities in the Downtown area, for economic resilience and to better support uses like shopping, dining, gathering and entertainment; and enlivening the streets in Heber's Downtown with features that provide interest and comfort and encourage repeat visits.

In 2024, Heber City and the Heber Valley Office of Tourism and Economic Development engaged Roger Brooks, an accomplished international urban planner, of Destination Development Association, to create a Plaza Design, Programming & Management Plan for Heber City's Main Street Park, referred to as Trail Head Plaza in the plan (copy of which can be viewed at: https://envisionheber.com). Located in the historic downtown and adjacent to US Highway 40, the development of the Trail Head Plaza is intended to serve as a driving catalyst for developing the downtown's potential, including its redevelopment as described in the Plan and Downtown Plan. The Heber City Council formally accepted Roger Brooks plan in the spring of 2025. The Plaza Design, Programming & Management Plan contains preliminary programming information, conceptual and some schematic designs for plaza elements and a management plan for plaza operations. The basic tenant of the Trail Head Plaza Plan is to provide a year-round destination for residents and their visitors while serving as a hub for activity, connection and economic opportunity. Upon its completion, the City intends to program 250 events and activities per year in the Plaza; thereby, driving private investment into the redevelopment of Heber's downtown.

In June of 2025, Heber City completed Phase I of the Trail Head Plaza Plan, at a cost of approximately $3.5M, encompassing the construction of the Main Stage and conversion of 200 South between Highway 40 and 100 West into a festival street. The City is also redesigning 100 West as a pedestrian friendly, walkable road with additional parking opportunities. The Plaza is also intended to serve as a live site for the 2034 Winter Olympics. Heber City expects to work with a qualified design team to update the Trail Head Plaza design, establish a phasing plan for completion of remaining elements, and develop construction documents for key elements.

It is anticipated that the design schedule shall not exceed twelve (12) months for the Public Input, Schematic Design, Design Development, and Construction Documents phases. The City reserves the right to consider expanding the scope of work, based on performance, to include bidding and construction/project management over the more complex elements of the project.

DISCUSSION

Later in the agenda, Council will have the opportunity to score the competing firms and make a decision as to the final accepted firm.

FISCAL IMPACT

The cost of the project is to be determined.

CONCLUSION

N/A

ALTERNATIVES

N/A

POTENTIAL MOTIONS

N/A

ACCOUNTABILITY

Department: Planning
Staff member: Anthony Kohler

EXHIBITS

1. Roger Brooks Park Plan
2. 1.Heber City Trailhead Plaza RFQ
3. 2.Heber City RFQ Addenda 9-18-25
4. 3.Confluence Professional Design Services
5. 4.CONFLUENCE 25233 Heber City Trailhead Plaza PART 2 2025-09-25
6. 5.25-08-28_Heber City Trailhead Plaza_GSBS
7. 6.GSBS Architects_Heber Trailhead Plaza_Stage 2 Submission
8. 7.Terracon
9. 8.250925_Terracon Response Trailhead Plaza Questions.1

200 SOUTH

200 SOUTH

100 WEST

MAIN STREET

300 SOUTH

GAZEBO

MAIN STAGE

VISTOR INFORMATION CENTER

PLAZA ENTRANCE

TRELLIS

DECK

JEWEL BOXES

READER BOARD

MAJESTIC LAWN

PLAZA MARKET

VENDORS FOOD TRUCKS

FIRE PIT

BERM

BIKE RACK

SCULPTURE

LANDSCAPED BERM

SKATE TRAIL

OUTDOOR EATING

SPLASH PAD

PICNIC SHELTERS

PICNIC SHELTER

C-STREET TRAILHEAD CENTER

OUTHEAD GRAFFITI

PLAYGROUND

SHUTTLE BUS

SEATING AREA

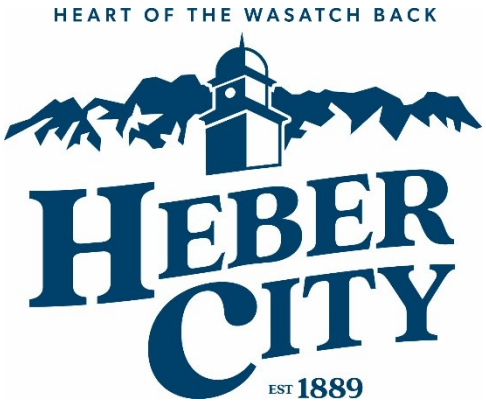
HISTORIC MONUMENT

Heber City, Utah
City Square Master Development Plan

10.14.2024

SCALE 0 12.5 25 50 150 100 FEET

North



REQUEST FOR QUALIFICATIONS (RFQ)

PROFESSIONAL DESIGN SERVICES
HEBER CITY'S TRAILHEAD PLAZA

REQUEST FOR QUALIFICATIONS (RFQ)
for
PROFESSIONAL DESIGN SERVICES
HEBER CITY'S TRAILHEAD PLAZA

I. General Information

A. PROCUREMENT OVERVIEW

Heber City (City) is soliciting qualifications from design firms, with disciplines in architecture, landscape architecture, and urban design and planning, interested in providing professional services for detailed design and construction documents of key elements to be constructed at the City's Trailhead Plaza (Project).

This Request for Qualifications (RFQ) seeks to identify potential providers of the above-mentioned services. Firms that respond to this RFQ and deemed Especially Qualified to delivering comprehensive design services for the envisioned project, will be deemed eligible for further consideration by the City to provide these services as the "Lead Architect/Design Team", and may be invited to interview for these services as finalists. All respondents to this RFQ are subject to instructions communicated in this document and are cautioned to completely review the entire RFQ and follow instructions carefully.

Heber City retains the right to reject any or all responses or subsequent submittals and/or proposals, and to waive technicalities, irregularities, and informalities, and retains the right to cancel or conclude this procurement at any time without selecting a firm to provide the described services, without any liability to any respondents, or any other person or entity, and is under no obligation to make an award relating to this RFQ to any person or entity. The final terms of any Professional Services Agreement contemplated by this procurement will comply with the final terms and conditions of the City; subject, in all cases, to strict compliance with the applicable laws of the State of Utah.

B. IMPORTANT- A RESTRICTION OF COMMUNICATION IS IN EFFECT FOR THIS PROJECT.

From the time of advertisement of this solicitation until final award is made to a successful respondent and such award is announced, interested firms are not allowed or permitted to communicate about this solicitation or scope with any staff or any official representatives of the City, or their consultants to the Project, except for submission of questions as instructed in the RFQ. Finalists and Apparent Awardee(s) are restricted from making public statements or press releases about their selection as finalists or their apparent award. For violation of this restriction, the City reserves the right to reject the submittal of the offending respondent.

C. PROJECT INFORMATION

1. Background and Project Goals

In 2020 Heber City completed a comprehensive general plan (Plan) update, coined Envision Heber 2050 (copy of which can be viewed at: https://envisionheber.com/news/city-park/. A key tenant of the adopted Plan, is that Heber's downtown "will develop into an even stronger center and remain the heart of the community." The Plan espoused that the downtown is in

need of considerable work to maintain and develop its potential.

To develop a more detailed vision and executable plan for the City's downtown, in 2023 Heber City undertook a second planning initiative called Envision Central Heber (copy of which can be viewed at: https://envisionheber.com/news/city-park/). The initiative included establishing a detailed vision for Central Heber, encompassing the Downtown District blocks near Main Street. The Central Heber visioning process engaged hundreds of residents, business leaders, and other stakeholders. Findings included creating increased living and working opportunities in the Downtown area, for economic resilience and to better support uses like shopping, dining, gathering and entertainment; and enlivening the streets in Heber's Downtown with features that provide interest and comfort and encourage repeat visits.

In 2024, Heber City and the Heber Valley Office of Tourism and Economic Development engaged Roger Brooks, an accomplished international urban planner, of Destination Development Association, to create a Plaza Design, Programming & Management Plan for Heber City's Main Street Park, referred to as Trail Head Plaza in the plan (copy of which can be viewed at: https://envisionheber.com/news/city-park/). Located in the historic downtown and adjacent to US Highway 40, the development of the Trail Head Plaza is intended to serve as a driving catalyst for developing the downtown's potential, including its redevelopment as described in the Plan and Downtown Plan. The Heber City Council formally accepted Roger Brooks plan in the spring of 2025. The Plaza Design, Programming & Management Plan contains preliminary programming information, conceptual and some schematic designs for plaza elements and a management plan for plaza operations. The basic tenant of the Trail Head Plaza Plan is to provide a year-round destination for residents and their visitors while serving as a hub for activity, connection and economic opportunity. Upon its completion, the City intends to program 250 events and activities per year in the Plaza; thereby, driving private investment into the redevelopment of Heber's downtown.

In June of 2025, Heber City completed Phase I of the Trail Head Plaza Plan, at a cost of approximately $3.5M, encompassing the construction of the Main Stage and conversion of 200 South between Highway 40 and 100 West into a festival street. The City is also redesigning 100 West as a pedestrian friendly, walkable road with additional parking opportunities. The Plaza is also intended to serve as a live site for the 2034 Winter Olympics. Heber City expects to work with a qualified design team to update the Trail Head Plaza design, establish a phasing plan for completion of remaining elements, and develop construction documents for key elements.

2. Project Objectives

Utilizing the Plaza Design, Programming & Management Plan developed by Roger Brooks and formally accepted by the Heber City Council in the spring of 2025, Heber City expects to review and refine, as part of this project, key elements of the plan, including, but not limited to, the Market Trail (Item 10, page 6 of plan), Majestic lawn (Item 12, page 6 of plan), Picnic Shelters (Item 15, page 6 of plan), Splash Pad Trail (Item 17, page 6 of plan), Skate Trail & Islands (Item 18, page 6 of plan), Trail Head Center (Item 20, page 6 of plan), Drop-off, Pick-Up Center (Item 21, page 6 of plan), and Shops on Main (Items 28 and 29, page 6 of plan). Changes made to elements listed above may result in changes to adjacent elements. Further, it must be understood that it is not the intent of the City to rewrite or redraft the Roger Brooks plan, but simply to update the plan based on observations and additional information provided below and to complete construction design for key elements.

With the recent completion of Phase I of the Plaza Design, Programming & Management Plan,

a more accurate assessment of the viewing area needs of the Main Stage has been undertaken. The Majestic Lawn's size will need to be increased therefore resulting in a reassessment of the size, scale and location of the plan elements listed above.

Assessment of the plan elements above should be influenced by the following criteria:
-Element Location: The assessment will need to evaluate modifying locations while retaining functionality and harmony between elements.

-Element Size and Scale: A detailed evaluation of the size and scale of key project elements will need to be undertaken. This evaluation should assess the programming needs of the key elements, including staffing, and accommodations required to operate the elements;

-Functionality of Trail Head Plaza: Changes to the Roger Brooks plan must consider impacts to programming and management of the Plaza;

-Cost to Construct: Proposed changes must consider value engineering to reduce cost to construct. Specifically, changes should reduce costs to construct, maintain and operate Plaza elements; and evaluate the potential for phasing;

-Architecture and Form: Should consider recommendations in Downtown Plan, City's design C-3 Design Criteria and Downtown Branding Theme.

-Element Capacity Requirements: Elements that generate revenue must be designed to remain financially sustainable and supporting of adjacent project elements.

-Project Goal: Changes should promote the primary goal of creating a year-round destination for all seasons and support economic transition of downtown.

3. Project Location

The Project is located in in Heber, Utah, at a 3.7acre plaza located between 200 South and 300 South and between Hwy 40 and 100 West. More information (site diagrams) about the location of the Project is provided in ***Attachment A***.

4. Project Budget

Heber City has included funding in its FY '26 annual budget to update the Plaza Plan, undertake design work and development of construction documents for some key project elements.

5. Project Completion Schedule

It is anticipated that the design schedule shall not exceed twelve (12) months for the Public Input, Schematic Design, Design Development, and Construction Documents phases. The City reserves the right to consider expanding the scope of work, based on performance, to include bidding and construction/project management over the more complex elements of the project.

II. Scope of Services

Note- The City considers the services which are envisioned and generally described herein to be necessary. Respondents shall assume them to be mandatory. The actual, final scope of services, however, may differ, may be greater or lesser, and shall be determined prior to

execution of a prospective Architectural Services Agreement with a successful firm.

A. RESPONSIBILITIES

1. City Team

The following are, generally, the key Parties of the City Project Team:

- City executive management & key staff members
- POST Committee
- Heber City Council
- City expert consultant(s)

(More information about the City's Team will be communicated to Finalists in subsequent phases of the RFQ process.)

2. Lead Architect and A/E Team

The City plans to engage the successful design firm by October 2025. The qualified and successful respondent will be responsible for engaging, directing, and coordinating an exceptional and comprehensive architectural design and engineering team (the Lead Design/Architect's "A/E Team") to work closely with the City Project Team to provide development of plans and specifications and all appropriate peripheral design services necessary for the complete, accurate and fully coordinated completion of the Project by phase. The Lead Architect and its A/E team will possess specialized expertise in state of the art architectural and engineering design, and will be experienced in the design of downtown multipurpose plazas, and associated construction administration services, including experience working with Construction Manager/General Contractor ("CM/GC") firms on such projects. It is anticipated City will bring on the CM/GC at the appropriate time for more complex elements of the project. The successful Lead Architect shall be an individual firm capable of fulfilling all contractual obligations and capable of performing a minimum of 50% of the architectural design services in-house (with such "architectural design services" limited to purely architectural design services and not including engineering design services or any other types of services). The Lead Architect's A/E team must also be comprised of firms and/or persons who will capably handle related day-to-day duties (e.g., working drawings and other design-related activities) required to support and progress the design in an efficient manner, including the ability to work closely in a practical way with key persons in Heber and near the Project site. Ability to achieve and maintain trust with the City's governing body, staff and public is essential to the overall success of the project.

The successful respondent will contract with the City pursuant to the Professional Services Agreement, and the Lead Architect shall engage the City in a timely manner to progress the design. The Lead Architect will provide, as necessary, comprehensive design (conceptual, schematic, design development, construction documents), and possibly, construction administration, and other associated services. The Lead Architect's and its A/E Team's commitment to the Project and the other members of the Project team is paramount to Project success. It is envisioned, based on performance, that key Project elements will be constructed by a CM/GC to be selected and contracted with separately, and with whom the Lead Architect will be expected to work closely. The Lead Architect and its A/E Team will be required to coordinate closely with and provide support to these, as well as any consultants engaged by the City for additional scopes of services, which may include, but are not limited to: surveying, geotechnical reporting, event day traffic analysis, third party inspections, and the preparation

of environmental and entitlement applications.

3. Basic Services and Disciplines

It is envisioned that the scope of the basic services to be provided by the Lead Architect and its A/E Team relative to the Project shall include, but not be limited to, the following disciplines to the extent necessary to provide complete, accurate and fully coordinated design documents and construction administration for the Project:

- Architecture
- Public Assembly Facility Design/Urban Design
- Landscape Architecture
- Civil Engineering
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering
- ADA design
- Security optimization expertise for safety and security of patrons and property
- Code compliance
- Experiential graphics
- Interior design (both interior fixed finishes and materials
- Public engagement

4. Phasing of Services

The services of the Lead Architect and its A/E Team will likely be divided into the phases listed below. *In addition, the Lead Architect will be expected to participate as a resource to the City Project Team in the CM/GC selection process*.

- Phase 1: Input Phase
    - Meet with stakeholders (council, staff, support consultants, to review Roger Brooks Plan and generate alternatives based on feedback and direction.
    - Undertake public review process that includes reviewing and seeking input on alternatives, which would encompass key Plaza Design and Program elements, such as location, size, functionality, and architecture of key elements.
    - Update Roger Brooks accepted Plaza Design and Program based on public input and City Council direction.
- Phase 2: Design Phase
    - Prepare Schematic Designs for key elements
    - Prepare Design Development plans for key elements
    - Prepare cost projections for project elements
    - Develop Phasing Plan for construction of key elements--assuming City will not be able to fund construction of all elements simultaneously
- Phase 3: Documents Generation Phase
    - Prepare Construction Documents to complete each phase independently or, in the event funding is available, in one final phase
- Phase 4 (optional—based on funding and performance in earlier phases and may run parallel

with Phase 3)

- Participate in CM/GC selection-- to be selected and contracted with separately, and with whom the Lead Architect will be expected to work closely
- Grant identification and acquisition assistance
- Bid and Award
- Construction Administration, including punch list, and closeout
- Post-construction, including record drawings and warranty inspection

III. Evaluation and Selection Process

A. RFQ PROCESS RESOURCES

The City has enlisted the following resources for assistance in carrying out this process:

1. Community Development Director

This individual shall be the Issuing Officer and SOLE CONTACT during the solicitation and shall facilitate this procurement process, including posting of solicitations and notices, receipt of submittals and questions, coordination of review, evaluation, ranking recommendation, facilitation of meetings and interviews, and other duties up to, and throughout, the initial Step 1 and final Step 2 interviews of finalist firms, and negotiation and prospective execution of an Professional Services Agreement in close coordination with the City Project team.

2. Evaluation Committee

This Committee shall be composed of qualified persons approved by the City to review and evaluate respondent firms' qualifications and other submittals. The Committee shall, through the procedures defined herein, perform the following: a) Ranking of all submitting firms for determination of 2 to 4 finalists; b) Review any subsequent submittals.

3. Interview Committee

This Committee will be made up of the Heber City Council who will Interview qualified finalist firms recommended by the Evaluation Committee and ranking such firms.

B. METHOD OF COMMUNICATION

Public procurement documents, notices, clarifications, and associated addenda (if issued) will be publicly posted on the City's Website and sent to respondents via email. Known interested firms and those firms which are deemed likely to be interested may be directly solicited immediately after public advertisement, however all firms are responsible for checking the site on a regular basis for updates, clarifications, and announcements.

The City reserves the right to communicate via electronic mail with the respondents' primary contacts listed in the Qualifications. The Community Development Director named herein shall be the SOLE point of contact for participating firms for the duration of the procurement. Other specific communications will be made as indicated in the remainder of this RFQ. In accordance with Section I-B above, the City reserves the right to reject the submittal of any respondent violating this provision.

C. EVALUATION OF QUALIFICATIONS (STEP 1)

The City's Evaluation Committee will review all submittals upon submittal validation by the Community Development Director, which shall include verification of receipt-on-time and in good order (apparent responsiveness). Each member/evaluator will assign points using the criteria identified in Section VI. Under facilitation and coordination from the Community Development Director, the members will thoroughly review and evaluate Qualifications submitted in response to this RFQ, using the criteria stated herein. For each evaluator, the points assigned to each criterion will be totaled and an individual evaluator rank will be determined for each firm. The rankings of all evaluators will be totaled to arrive at the sum of individual rankings for each submittal evaluated in order to determine the 2 to 4 most qualified "finalist" firms. For determination of whether 2, 3, or 4 firms are to be recommended for short listing, the number of recommended finalists may be determined through review of any large differences between short listed firms' sums of individual rankings.

D. FINALIST NOTIFICATION (BEGINS STEP 2)

The names of the firms selected as finalists will receive written electronic notification ("Finalist Notification") from the Community Development Director which will address the necessary elements of the remainder of the selection process. Criteria for the remainder of the selection process and other appropriate evaluation information will be communicated in the Finalist Notification. The Notification may also address:

- **Issuance of Additional Program Information (as appropriate)**
- **Architectural Agreement Terms & Conditions**
- **Design Services Proposal**

The Finalist Notification will include a request for Design Services Proposal and the proposal due date. Each finalist firm shall submit their proposal in a format prescribed in the Finalist Notification. The Design Services proposal will include, but will not be limited to:

a) Any updated information on the firm's proposed leadership team and the firm's proposed expanded team of sub-consultants, and proposed task/time commitment thereof.
b) A statement of planned approach to, and design coordination plan for, the Project.
c) Submittals of certain conceptual information, and other information as to ascertain the firm's understanding of the incumbent project, as directed by the Finalist Notification.
d) An affirmative statement from each finalist firm of their agreement to provide, in a sealed envelope containing a comprehensive fee proposal to provide the requested scope of services (including reimbursable costs) and, to the extent the respondent has comments to the specimen Architectural Services Agreement, an electronically marked up copy of the agreement in both clean and redline Microsoft Word format which clearly indicate all deletions and/or additions desired by respondent and fully explains respondent's reasons for such deletions and/or additions.
d) Responses of this proposal shall be sent to the Community Development Director in accordance with the instructions in the Finalist Notification, prior to the interview which will be held at the time specified in Section IV- RFQ Schedule of Events and/or as confirmed or amended in the Finalist Notification. Additional Design Services Proposal instructions and guidelines will be provided in the Finalist Notification, as well as the criteria which will be used to evaluate the proposals.

4. Presentation/Interview

In the Finalist Notification, an interview will be requested of the two (2) to four (4) finalist firms. Each finalist firm shall be notified by email and informed of the place, date and time for the presentation/interview session and/or proposal due date. Detailed presentation/interview instructions and requirements of the finalists will be provided in the Finalist Notification. Committee members will be present and participating during the presentation/interview. Other persons may also be present, as approved by the City. Firms shall not address any questions, prior to the Presentation/Interview, to anyone other than designated contact identified in Section VI-A.

E. EVALUATION OF FINALISTS, APPARENT AWARD, AND FINAL SELECTION AWARD

Under facilitation and coordination from the Community Development Director, the members will thoroughly review and evaluate Design Services Proposals and evaluate interview sessions that were carried out in response to the Finalist Notification. The ability is reserved for members to also visit offices and venues highlighted by the finalists, with appropriate restrictions. For each evaluator, the points assigned to each criterion will be totaled and an individual evaluator rank will be determined for each firm. The rankings of all evaluators will be totaled for each submittal evaluated to determine the firm's sum of the individual evaluator rankings.

Upon posting of Apparent Award and notification to the Apparent Awardee, the Community Development Director will request the Apparent Awardee's sealed fee proposal and marked up copy of the Architectural Services Agreement. The City shall then negotiate, by assigning a negotiation team utilizing resources of the City, a contract with the Apparent Awardee for the desired services at compensation which the City determines in writing to be fair and reasonable.

If a satisfactory agreement cannot be reached timely with the highest-ranking firm by the negotiation team, the City will formally terminate the negotiations by email and, at its option may 1) request a fee proposal and marked-up copy of the Agreement for Architectural Services from, and enter into negotiations with, the second highest-ranking firm (new Apparent Awardee) upon formal notification, and so on in turn until a mutual agreement is established and the City awards a contract; or 2) cancel the procurement. The final form of the contract shall be issued by the City. The City will enter into an Architectural Services Agreement with the Lead Architect upon successful negotiation.

IV. Schedule of Events

The following Schedule of Events represents the City's best estimate of the schedule that will be followed. All times indicated are prevailing times in Heber. The City reserves the right to adjust the schedule, with prior notice, as it deems necessary.

Action	Date	Time
a. City issues public advertisement of RFQ	7/31/25	----------
b. Deadline for submission of written questions and requests for clarification-	8/14/25	6:00 PM

c. City provides answers/clarifications/addenda-	8/21/25	----------
d. Deadline for submission of Request for Qualifications (RFQs)-	8/28/25	6:00 PM
e. Evaluation of qualifications completed by Evaluation Committee and City issues Finalist Notification, Architectural Services Agreement, and additional program information to Finalists-	9/4/25	----------
f. Deadline for submission of written questions from finalists-	9/11/25	TBD
g. City provides answers/clarifications/addenda-	9/18/25	----------
h. Deadline for finalist firms to submit Design Services Proposal (if applicable)-	9/25/25	6:00 PM
i. Committee interviews finalist firms-	Appx. 9/29/25 thru 10/2/25	TBD
j. Proposal and Interview Evaluation completed, City announces apparent award (if applicable), requests Fee Proposal from selected firm -	10/7/25	----------
k. Fee Proposal due, Negotiations commence-	10/8/25	6:00 PM
l. Final award/Agreement execution target date-	10/21/25	----------

V. DELIVERABLES

Qualifications (established via responses to questions below that demonstrate suitability for the project) must be submitted in accordance with the instructions provided herein, **must be categorized and numbered as outlined below,** and must be responsive to all requested information:

A. STABILITY AND RESOURCES

1. Provide basic company information: company name, address, name of primary proposing contact, telephone number, e-mail address, and company website (if available). If the firm has multiple offices, the qualification statement shall include information about the parent company and branch office separately. Identify office from which project will be managed and this office's proximity to the Project site. Provide form of ownership, including state of residency or incorporation, and number of years in business. Is the respondent is a sole proprietorship, partnership, corporation, limited liability Corporation, or other structure? If respondent is a joint venture or consortium partner, provide appropriate basic description of venture, and basic information on past or other current joint ventures. Provide an affirmative statement designating the Lead Architect and stating that the Lead Architect accepts full responsibility for providing full architectural production and services as well as performance liability.

2. Briefly describe the history and growth of your firm(s). Provide general information about the firm's personnel resources, including disciplines and numbers of employees and locations and staffing of offices.

3. Has the firm or any affiliate been involved in any arbitration, litigation, mediation, dispute

review board or other dispute resolution proceeding occurring during the last ten (10) years involving an amount more than $100,000.00? Also describe any pending regulatory inquiries that could impact your ability to provide services if you are the selected Lead Architect. List any indictments that have been issued against the project team members or principals of the firm.

4. Provide a Statement of Disclosure, which will allow the City to evaluate possible conflicts of interest. Respondents must provide, in their own format, a statement of all potential legal or otherwise significant conflicts of interest possibly created by the respondents or their proposed team being considered in the selection process or by the respondent's or their team's involvement in the project. Respondents should provide information as to the nature of relationship(s) with parties in such potential conflicts.

5. Provide name of insurance carrier(s), types and levels of coverage, and deductible amounts per claim.

6. Has the firm ever been removed from a contract or failed to complete a contract as assigned? If so, please explain.

B. EXPERIENCE AND QUALIFICATIONS

1. Provide experience of key staff on relevant projects of the firm including professional qualifications and description of involvement/experience for proposed project staff. This should include the degree of apparent relevant competencies of the principal professional(s) and lead staff relative to the project and services required, and evidence of competence. Provide information regarding experience with CM/GC cooperation, understanding of GMP, and other relevant experience. (At this stage, firms are asked for information on lead staff only, but each firm may list qualifications and experience on more than one lead individual who are being proposed for services.

2. Provide information on the firm's experience and ability in delivering effective architectural and design services for projects similar in complexity, size, scope, and function to the Project. Describe no more than four (4) and no less than two (2) programs or projects, in order of most relevant to least relevant, which demonstrate the firm's capabilities to provide services for the City. For each program or project, the following information should be provided:

a) Client entity name, project location and dates during which services were performed.
b) Clear description of overall project and services performed by your firm.
c) Construction Delivery Method of the project.
d) Exact duration of project services provided by your firm, and overall program, project budget, and final project cost.
e) Current client contact information including contact names and telephone numbers.

3. Provide a statement on the firm's experience and qualifications in a leadership role over multiple providers and phases of design and construction for similar projects. Include any certifications, industry ratings, and national or international achievement recognitions, etc., to attest to the level of experience and success. Describe innovations that the firm might have introduced or employed to increase the project's adherence to technical standards.

C. SUITABILITY

Provide any information that may serve to differentiate your firm from other firms in suitability

for the project including but not limited to:

1. Furnish evidence of firm's understanding of City's intended scope of work for the project.
2. Furnish evidence of the firm's fit to the project, any special or unique qualifications for the project, or unique approaches to this project.
3. Provide evidence of the firm's suitability for, and understanding of the importance of, delivering successful, functional design for iconic, popular community venues.
4. Supply current and projected workloads.
5. Provide a statement on the firm's quality control/quality assurance procedures for aspects of services.
6. Describe ability to gather resources in vicinity to the project.
7. Describe the firm's history and methodologies of addressing public safety, environmental, or other related concerns in its field.
8. Describe other services or relevant scopes or techniques offered by the firm which might be suitable for the project.
9. Describe firm's past approaches to seeking meaningful public input on community venue projects.

D. PAST PERFORMANCE

1. Provide at least three (3) references from public entities. Provide references which indicate a level of adherence to project budget and schedule (original vs. final) and/or information on performance review or variance evaluation.

VI. Step I Evaluation Criteria

A. Criteria for Evaluation of Qualifications (Step I Evaluation Criteria)

The Committee will evaluate submittals using the following criteria:

10% Factor} Stability and resources of the submitting firm, including the firm's history, status, growth, capacity, overall resources of the firm, form of ownership, litigation history, financial information, and other evidence of stability.

40% Factor} Firm's relevant experience and qualifications, including the demonstrated ability of the Firm in effective Architectural and Design services for public assembly projects comparable in complexity, size, and function, for customers similar in scope to the City. This includes relevant experience and qualifications of the principal Professionals and lead staff and level of experience in a leadership role over multiple service providers during all phases of design and construction administration, and experience in facilitation of public project meetings.

35% Factor} Firm's apparent suitability to provide services for project, including the Firm's apparent fit to the program, project type and/or needs of the City, any special or unique qualifications for the project, architectural style compatibility, suitability for environmentally-sustainable and effective, compliant design, proposed quality control/quality assurance procedures, special or enhanced capabilities, the firm's record and methodology of addressing public safety and environmental concerns, and the firm's current and projected workloads (available resources), proximity of office(s) and/or lead staff to project location and/or proven ability to gather resources in location of service.

15% Factor} Past performance evidence of the submitting firm, including level of quality of the services of the firm to previous customers, customer's statements of that quality, the

firm's ability to meet established time requirements, the firm's response to project needs during design and construction, the firm's control of quality and budget.

B. Criteria for Evaluation of Design Proposals and Interviews (Step II Evaluation Criteria) *Step II Evaluation Criteria shall be communicated in the Finalist Notification (see Section III-D of RFQ)*

VII. SUBMITTAL INFORMATION

A. SUBMITTAL OF QUESTIONS AND REQUESTS FOR CLARIFICATION

Questions about any aspect of the RFQ, or the project in general, shall be submitted prior to the appropriate deadlines indicated in the Schedule of Events, and shall be submitted in writing to:

Tony Kohler, Community Development Director via email: Tkohler@heberut.gov

The deadlines for submission of questions relating to the RFQ are the times and dates shown in the (Schedule of Events- Section IV). From the issue date of this solicitation until a successful respondent is selected and the selection is announced, the Restriction of Communication shall be in effect. For violation of this provision, the City shall reserve the right to reject the submittal of the offending respondent. At any time prior to the submission date, the City may issue an RFQ addendum to further clarify any part of this RFQ, amend this RFQ or issue instructions or further information. Each such addendum will be posted and/or distributed to all respondents. In addition, the City may adjust any timelines related to the project referenced herein or otherwise.

B. SUBMITTAL OF QUALIFICATIONS

Submittals should be sent by email containing a single attachment. Each submittal shall include a transmittal letter. The pages of the qualification submittals must be numbered. A table of contents with corresponding tab pages must be included to identify each section as instructed in this RFQ. Responses are limited to 16 pages or less using a minimum of size 11 font. One (1) page of the response shall be devoted to an Organization Chart. This page shall be single-sided. Each response shall be prepared simply and economically, providing straightforward, concise delineation of respondent's capabilities. Promotional materials are not desired. Emphasis must be on completeness, relevance, and clarity of content.

NOTE: All pages shall be included in the page limit EXCEPT for the front cover, transmittal letter, table of contents, tab dividers, organization chart, and exhibit forms

Responses to this RFQ must be sent by email to the Heber City Recorder at TCooke@Heberut.gov, and subject line must read: REQUIEST FOR QUALIFICATIONS FOR HEBER CITY'S TRAIL HEAD PLAZA DESIGN. RFQs must be received by the City Recorder prior to the deadline indicated in the Schedule of Events (Section IV of RFQ):

Submittals received after the time and date set for receipt are subject to rejection.

All RFQ submittals, Design Services Proposals, and other submittals upon receipt become

the property of the City. Labeling information provided in submittals “proprietary” or “confidential”, or any other designation of restricted use will not be binding upon the City, nor its representatives and will not protect the information from public view. Subject to the provisions of the state of Utah open records act, the details of the proposal documents will remain confidential until final award. All expenses for preparing and submitting responses are the sole cost of the party submitting the response. City is not obligated to any party to reimburse such expenses.

C. SUBMITTAL CONDITIONS

1. HOLD HARMLESS AND INDEMNIFICATION The Respondent agrees, insofar as it legally may, to indemnify and hold harmless the City, its officers, employees and agents from and against all loss, costs, expenses, including attorneys' fees, claims, suits and judgments, whatsoever in connection with injury to or death of any person or persons or loss of or damage to property resulting from any and all operations performed by Offeror, its officers, employees, and agents under any of the terms of this contract.

2. Respondents understand and agree that the City is not required to select the (ultimately) lowest fee proposal and has the right to reject any and all submittals or to cancel the RFQ process at any time without any liability to the City or any other person, and the parties are under no obligation to make an award relating to this RFQ to any person or entity. In addition, the City reserves the right to evaluate only those Proposals determined to be fully responsive to the RFQ. All such decisions (including the selection of the Lead Architect and the A/E Team) are ultimately to be made at the sole discretion of the City, for any reason or for no reason whatsoever, and the City is under no obligation to assign any reason for the rejection, non-review or non-acceptance of any proposal. Under no circumstances shall this RFQ be construed as a contractual offer.

3. Respondents understand and agree that the City may, in its sole discretion, request RFQs from, and subsequently enter into an agreement with, any entity selected in this process, including any entity that has previously advised or acted on behalf of the City in any capacity. Furthermore, Respondents shall not hold the City, their respective affiliates and/or any of their respective employees, representatives, agents, attorneys, advisors, or consultants liable for any reason whatsoever related to this RFQ and respondents hereby waive all such claims.

4. Respondents may make no modification, or correction, of their submissions after the submission date. By submitting its submission, each respondent represents that: (i) it has read and understands this RFQ, (ii) its submission complies with the requirements of this RFQ, (iii) respondent has the necessary corporate qualifications to submit its response.

5. All information supplied in this RFQ or by the parties or anyone acting on behalf of the parties to each respondent is provided solely as a convenience to facilitate the selection process. The City does not guarantee the accuracy or completeness of any such information supplied. In addition, respondent shall not rely on any express or implied statements, warranties or representations made by the City or anyone acting on its behalf. Respondent agrees that the City and its affiliates and their employees, representatives, agents, advisors, or consultants cannot be held liable for any such statements, warranties or representations or inaccuracies or incompleteness in any information provided.

6. Drug Free Workplace

The City requires that the labor force of the consultant and its team be drug-free. The

consultant hereby acknowledges this requirement and asserts that the organization of the consultant adheres to such policy and practice. The consultant acknowledges that it may be required to produce certificates affirming its compliance of these requirements of drug-free workplace for duration of agreement term, at execution, or at any time during the term of the agreement.

7. Non-Discrimination

The City may require, prior to, or incidental to, the award of a contract, confirmation by the respondent stating that the respondent has not discriminated and will not discriminate on the basis of race, creed, color, sex, religion or national origin in any of its employment practices with respect to the work force of the business, or procurement services in connection with this project. The successful respondent may be required to execute certificates, affirming these requirements of non-discrimination. More information is provided herein.

Exhibit I
CERTIFICATION FORM

I, _____, being duly sworn, state that I am _____(title) of _____ _____ (firm) and hereby duly certify that I have read and understand the information presented in the attached proposal and any enclosure and exhibits thereto.

I further certify that to the best of my knowledge the information given in response to the Request for Qualifications is full, complete, and truthful. I further certify that the submitting firm and any principal employee of the submitting firm has not, in the immediately preceding five (5) years, been convicted of any crime of moral turpitude or any felony offense, nor has had their professional license suspended, revoked or been subjected to disciplinary proceedings.

I further certify that the submitting firm has not, in the immediately preceding five (5) years, been suspended or debarred from contracting with any federal, state or local government agency, and further, that the submitting firm is not now under consideration for suspension or debarment from any such agency. I further certify that the submitting firm has not in the immediately preceding five (5) years been defaulted in any federal, state or local government agency contract and further, that the submitting firm is not now under any notice of intent to default on any such contract.

I acknowledge, agree and authorize, and certify that the proposer acknowledges, agrees and authorizes, that the City may, by means that either deems appropriate, determine the accuracy and truth of the information provided by the proposer and that the City may contact any individual or entity named in the RFQ response for the purpose of verifying the information supplied therein.

I acknowledge and agree that all of the information contained in the REF response is submitted for the express purpose of inducing the City to award a contract. I certify we have not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this contract and that we have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for us, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or the making of this contract.

I certify that any proposal we submit for this project shall be made without prior understanding, agreement, or connection with any corporation, firm, or person submitting or who will be submitting a separate proposal on the same project or for the same services, materials, labor, supplies, or equipment and is in all respects fair and without collusion or fraud. We understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. We agree to abide by all conditions of this solicitation. We certify that no person associated with our firm is a member of the City Council or employee of the City or holds any statewide elective or appointed office. We further certify that no person who holds any state-wide elective or appointed office or who is a member of the City Council or employee of the City has been paid or promised by the firm any compensation in connection with this procurement by the City.

A material false statement or omission made in conjunction with this proposal is sufficient cause for suspension or debarment from further contracts, or denial of rescission of any contract entered into based upon this proposal thereby precluding the firm from doing business with, or performing work for, the City. In addition, such false statement or omission may subject the person and entity making the proposal to criminal prosecution under the laws of the State of Utah.

Sworn and subscribed before me

_____

This _____day of _____, 20___. Signature

_____
NOTARY PUBLIC

My Commission Expires: _____ _____
NOTARY SEAL

ATTACHMENT A

Project Site Location

Heber City Trailhead Plaza Addenda

September 18, 2025

1. **Will there be a Finalist Notification (per Section III-D of RFQ) other than the email notification from Mr. Kohler, sent on 09/4/2025?**

   ANSWER: The 9/4/2025 email from Mr. Kohler serves as the official Finalist Notification (per Section III-D of RFQ). No additional notification will be provided.

2. **Will selection criteria mentioned in VI.B Criteria for Evaluation of Design Proposals and Interviews (Step II Evaluation Criteria) be communicated? Also, please confirm the following information:**

   ANSWER: See Step II Evaluation Criteria shown below

   a. **Issuance of additional program information.**

      ANSWER: The additional program information was contained within the 9/4/2025 email from Mr. Kohler.

   b. **Example Architectural Services Agreement Review – terms and conditions, will this be sent prior to the 09/18 addenda response? We anticipate needing time for team and in-house council to review.**

      ANSWER: The city intends to utilize the standard AIA document B101-2017. The City will be embellishing some of the agreement's language to reflect details of the City's project. Firms can begin reviewing the form now to save time.

3. **Can you please identify the funding allocated in the City's FY'26 annual budget to update the Plaza Plan per RFQ item I.4?**

   ANSWER: The City is asking for firms to make a proposal based upon their best estimate of how much it will cost to complete the work.

4. **Are there any elements of the completed band shell that remain to be designed?**

   a. **For example, are there AV (sound system, projection) needs?**

      ANSWER: The bandshell project is complete, excepting a center stage divider between the north/south stages that has not been designed or installed due to concerns about wind load.

5. **Will existing survey, utility information, legal boundaries and phase 1 drawings be available to the awardee? If not, should proposals provide for this?**

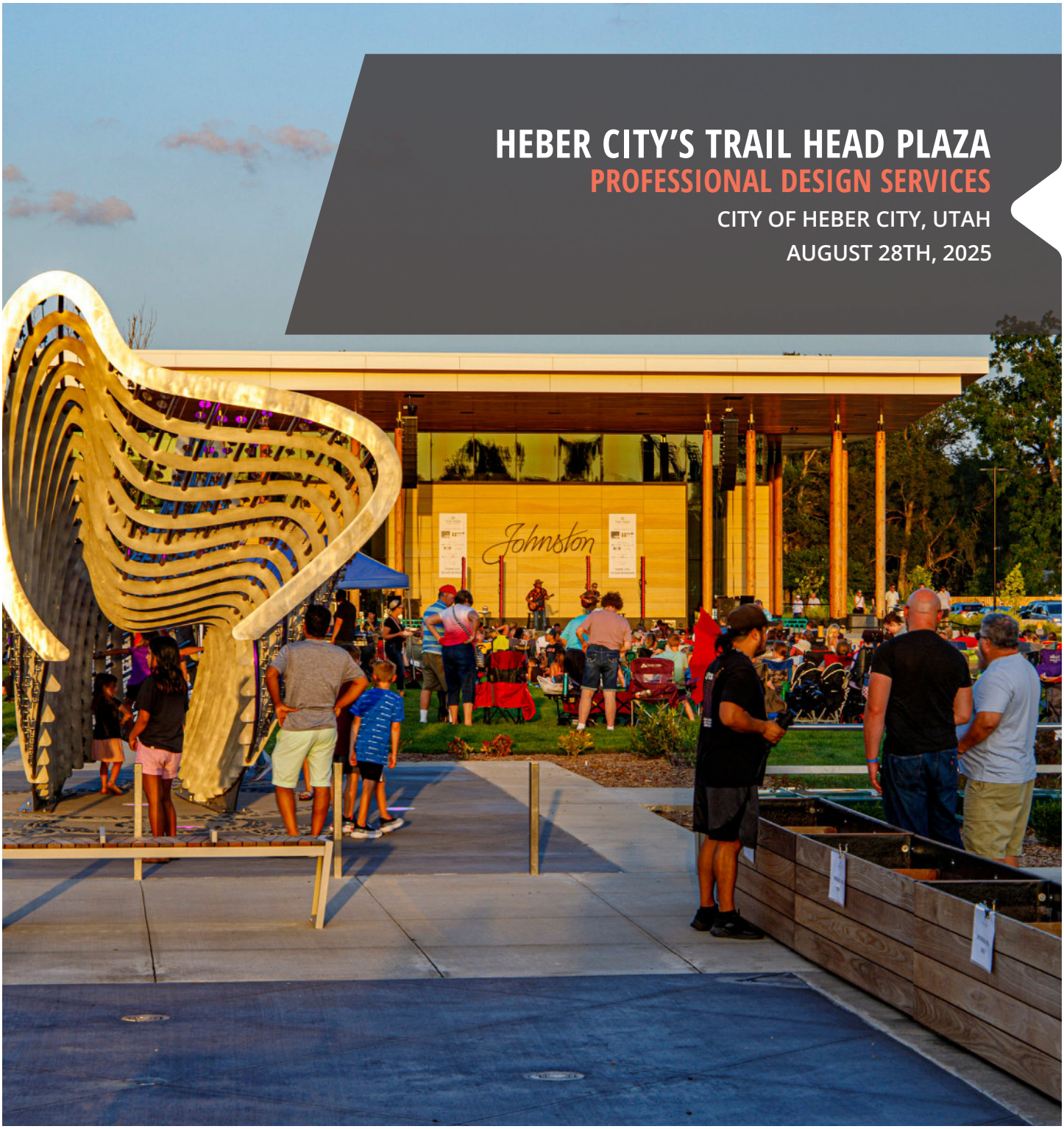
   ANSWER: All available survey, utility information, legal boundaries and phase 1 drawings will be made available to the awardee.

6. **Can the finalist list of firms be provided?**

   ANSWER: The city will not be providing a list of firms and asks for each firm to provide their best work that stands on its merits.

Step II Evaluation Criteria

Criteria	Description	Weight
Team Qualifications & Resources	• Lead Architect's relevant downtown/event plaza experience • Lead Architect's record of building consensus and trust with diverse stakeholders • Named ice ribbon / four-season design expertise • Documented CM/GC collaboration experience • Stability of subs and key staff continuity • Relationship of Lead Architect with the Civil Engineer	**25%**
Project Understanding & Suitability	• Clear grasp of Heber's goals (year-round use + downtown economic activation) • Innovative but feasible programming/activation strategies • Ability to refine the Roger Brooks concept plan without starting over • Public outreach strategy that informs, gathers and maximizes feedback from the public	**25%**
Design & Phasing Approach	• Practical phasing that aligns with budget realities and priorities • Value engineering and cost-conscious detailing • Sensitivity to site constraints (Majestic Lawn capacity, parking connectivity)	**25%**
Past Performance & Transparency	• On-budget, on-time delivery with references & outcomes • Comparable 2 to 5 acre plaza projects • Openness about past budgets/results where permissible	**15%**
Programming & Management Integration	• How the physical design supports operations and programming (e.g., Christmas Village, concerts, market trail, ice use) • ROI-minded approach to management and activation	**10%**



HEBER CITY'S TRAIL HEAD PLAZA

PROFESSIONAL DESIGN SERVICES

CITY OF HEBER CITY, UTAH

AUGUST 28TH, 2025

CONFLUENCE

1595 E 2400 N
LAYTON, UTAH 84040
801.999.0577
WWW.THINKCONFLUENCE.COM

In association with: BRS Architecture | Spectrum Engineering | Ensign Engineering | WTI | B32 Engineering | Wigen Consulting | Ballard*King | Blundall & Associates | Hines, Inc. | Go Play Space

STABILITY AND RESOURCES	SECTION ONE	1
EXPERIENCE AND QUALIFICATIONS	SECTION TWO	7
SUITABILITY	SECTION THREE	13
PAST PERFORMANCE	SECTION FOUR	16

Selection Committee
Heber City

CONFLUENCE

RE: QUALIFICATIONS FOR HEBER CITY TRAILHEAD PLAZA

Dear Selection Committee:
Every great city has a central place where people come together. For Heber, that place will be Trailhead Plaza, a true community living room at the heart of downtown. This project is an opportunity to create a civic landmark that reflects local identity, supports year-round activity, and strengthens the community for generations to come.

Confluence will serve as Project Lead and Landscape Architect, guiding the overall design while leading community engagement, site and plaza planning, phasing, and branding and wayfinding. With a Utah presence, we are rooted in the community, and with a national portfolio of civic and cultural destinations, we bring proven best practices and fresh ideas. While we will remain true to the approved Plaza Design, Programming and Management Plan, our team has the ability to right-size elements as needed, and our in-house Digital Studio will produce updated renderings and graphics to support fundraising, marketing, and communication.

Plazas are first and foremost about people and public space. Having a landscape architect lead this effort ensures that architecture, engineering, and programming are seamlessly integrated into a cohesive whole. Our expertise lies in choreographing circulation, activity zones, and amenities so that the plaza is not only beautiful, but also functions as a vibrant, inclusive gathering place for the community and the many events envisioned for the space.

To deliver on Heber City's ambitious vision, we have assembled a strong and balanced team. BRS Architecture will lead architectural design, Spectrum Engineering will provide MEP and plaza lighting expertise, and Ensign Engineering will serve as the civil and structural partner. WTI brings specialized splash pad and water feature design, while B32 Engineering adds expertise in ice systems. Wigen Consulting will focus on programming, and Ballard King will guide operational and feasibility planning. Blundall will provide cost estimating, Hines will support irrigation design, and Go Play Space will bring expertise in play environments. Together, we offer a balanced team with both local representation and national perspective, combining deep community knowledge with broad experience to ensure the plaza is vibrant, functional, and sustainable.

Most importantly, we are committed to listening to Heber's residents, businesses, and partners and translating shared values into a memorable downtown destination. Trailhead Plaza is envisioned as the civic heart of Heber City, and we are eager to work alongside the community to make that vision a reality.

Thank you for the opportunity to submit our qualifications. We look forward to collaborating with the City and its partners to create a plaza that will serve as the heart of downtown and a lasting legacy for generations.

Sincerely,

Chris Sutterfield, ASLA, PLA
Principal In Charge
Confluence Inc.

Devon Dillinger, PLA, ASLA, SITES AP
Associate / Project Manager
Confluence, Inc.

CONFLUENCE | FIRM PROFILE

WHO WE ARE

Confluence is a professional consulting firm comprised of landscape architects, urban designers and planners. Our staff of 75+ includes 40 licensed landscape architects and AICP certified planners—and our firm is comprised of energetic, creative, and passionate people who are involved in making our communities better places to live. We assist our clients on a wide range of public, educational, institutional and private sector projects. Our landscape architects are licensed to practice in Alaska, Arkansas, California, Colorado, Connecticut, Georgia, Kansas, Idaho, Illinois, Iowa, Michigan, Minnesota, Missouri, Montana, Nebraska, New Mexico, Nevada, North Dakota, Ohio, Pennsylvania, South Dakota, Tennessee, Texas, Utah, Wisconsin, and Wyoming—and this list continues to grow to meet our clients' needs.

WHAT WE DO

Simply stated—we create places full of life. The diversity of our work and expertise has become a hallmark of our firm, and it's a big reason why our clients engage us again and again to help establish their next creative vision for the future. We offer a wide array of design and planning capabilities, handling everything from stakeholder and community engagement activities, to crafting urban design and community planning solutions, to representing our clients during construction implementation. With over twenty years of award-winning experience and hundreds of completed projects, Confluence has shaped the practice of landscape architecture, planning and urban design across the Midwest and West, and we love what we do. *What can we do for you?*

HOW WE WORK

Our creative process is focused on collaboration and insightful interaction with our clients, consultants and the community in which we work. We begin by gaining an insightful and objective understanding of each project, including how it fits into the surrounding context. From vision to completion, our team excels in collaborating to shape and achieve your "what's next"—while also planning ahead on your long-term strategy. The diversity of our practice and professional experience provides a solid framework upon which to build successful strategies for achieving our client's goals.

INFORMATION

LEGAL NAME: Confluence, Inc.

LAYTON - CHICAGO SATELLITE
1595 E 2400 N
Layton, Utah 84040
801.999.0577
thinkconfluence.com

ADDITIONAL OFFICES:

Des Moines	Minneapolis
Kansas City	Omaha
Sioux Falls	Fargo
Cedar Rapids	Denver

COPRORATION
S-Corporation
Established under current name in 2008

Confluence is a professional consulting firm comprised of landscape architects, urban designers and planners.

HAS THE BUSINESS/FIRM EVER FAILED TO COMPLETE WORK FOR WHICH A CONTRACT WAS ISSUED? No

HAS THE BUSINESS/FIRM EVER BEEN DISQUALIFIED FROM WORKING FOR THE CITY OR ANY OTHER PUBLIC ENTITY? No

BARKER RINKER SEACAT

Architecture

LOCATION

DENVER

990 S Broad Way, Suite 222
Denver, Colorado 80209
303.455.1366

Designing great places for communities has been the driving passion of BRS since its early beginnings more than four decades ago. With six principals, ten senior associates, a total firm of 35, and a home office in Denver and branch office in Dallas, our mission and commitment are the same today as they were then. By putting the client's needs first and remaining true to architectural excellence, we have been at the forefront of innovative design. We have assisted more than 350 organizations across the country in the strategic planning, master planning, programming and architectural design of community facilities.

SPECTRUM ENGINEERING

MEP (Mechanical Electrical, and Plumbing) and Exterior Site Lighting

LOCATION

SALT LAKE CITY

324 State St, Suite 400
Salt Lake City, Utah 84111
801.328.5151

Offering electrical, mechanical, acoustical and fire protection engineering and technology, lighting and theatre design, Spectrum provides sustainable designs exemplifying the attitude of caring about this and future generations, because it is the right thing to do. Our preoccupation with client and end-user satisfaction has led us to organize our large firm into Centers of Engineering Excellence, which allow us to offer all the benefits of larger firms—capacity, resources, talent and knowledge base—with the attention found in smaller firms. When owners and clients rely on Spectrum for MEP/T, they get sustainable designs because they get what's right: yesterday, today and tomorrow.

ENSIGN

Engineering & Survey (Utilities, Survey)

LOCATION

LAYTON

919 North 400 West
Layton, Utah 84041
801.547.1100

Here at Ensign we develop, support, and sustain the best employees, clients, and projects in the State of Utah. We are dedicated to a highly collaborative process and work with architects, contractors and designers to make sure things are built the right way. From weekly meetings to on-site direction, our team is there, making the most of everyone's time and money. Ensign is a full-service engineering and surveying firm specializing in civil, structural engineering, municipal services and land surveying. We focus on creating excellence through our professional conduct, passion for community and commitment to client success. Our core services allow us to partner with a variety of companies and communities looking to create sustainable solutions. We are the Standard in Engineering. Ensign's surveying department works with the latest technology to provide design level topographic surveys, plats, ALTA mapping and property line adjustments, for large or small, private or public, clients.

WTI
Splash Pad Engineering

LOCATION
BEAVER DAM
100 Park Avenue Beaver Dam, WI 53916
T. 920.887.7375

The WTI team is a highly qualified group of individuals comprised of creative architects, landscape architects, engineers, designers, business developers and administrators, all with a passion for aquatics. Together, we combine our talents to develop original, aquatic facilities from concept to reality. In addition, WTI maintains solid relationships with other consultants and contractors and continues to set the standards in the aquatic industry across the United States and around the world.

B32 ENGINEERING
Ice System Engineering

LOCATION
HUDSON
2211 O'Neil Road Hudson, Wisconsin 54106
651.256.3090

Since 2007, the B32 Engineering Group, Inc. team has been at the forefront of the ice rink design, specializing in the planning, design, consulting and construction administration of all types of ice skating surfaces. Our team of engineers, designers, and technicians have the experience and thorough understanding of the unique challenges and requirements of these specialized facilities. Let us share our specialized knowledge and experiences with you.

WIGEN
Public Space Management
(Program Specialist)

LOCATION
MINNEAPOLIS
2705 Ewing Ave S
Minneapolis, MN 55416

Wigen Consulting is a public space management firm based in Minneapolis, Minnesota. Wigen advises public and private-sector clients on the park designs and programming strategies that result in world-class public spaces. Wigen provides an operator's perspective to clients throughout the design process, offering site-specific placemaking recommendations and practical strategies to launch a robust calendar of events.

BALLARD KING
Consulting Solutions
(Operations and Maintenance)

LOCATION
HIGHLAND RANCH
2743 E. Ravenhill Circle Highland

As a company, Ballard*King & Associates (BK) has achieved over 30 years of success by listening and coaching our clients, and realizing that each client's needs are specific and unique. We have completed over 800 recreation facility projects in 50 states and we have working relationships with more than 100 architects from coast-to-coast. Ballard*King is nationally respected as experts in the field of strategic operational, feasibility studies and master plans for new and existing sports, parks, fitness, aquatic, ice skating and recreation facilities.

BLUNDALL ASSOCIATES, INC

Cost Estimating

LOCATION
FORT WAYNE
7223 Engle Road, Suite 215
Fort Wayne, Indiana

Blundall Associates, Inc., located at 7223 Engle Road, Suite 215, Fort Wayne, Indiana, is in its 46th year of providing cost consulting and project management services for a wide range of federal, state and local government; commercial; institutional; and industrial clients. In a typical year we prepare estimates for projects between two and three billion dollars in total value for clients in multiple states. We have now successfully completed projects in over 40 states and the District of Columbia.

PLAY SPACE DESIGNS

Play Ground Design

LOCATION
MURRAY
5698 Shady Farm Lane Murray, Utah 84107
801.274.0212

PlaySpace Designs specializes in designing playgrounds that spark imagination and create lasting memories where children can stay and play. Serving communities across Utah, Idaho, Montana, and Arizona, our projects range from small neighborhood play areas to iconic destination playgrounds that become local landmarks. Every playground we design can be customized with no design fees, even the most complex of playgrounds, allowing each community to bring its unique vision to life. Our dedicated project managers oversee logistics and installation, ensuring a seamless experience from the first design sketch to the final play structure. As an approved vendor on the Utah State Contract, we provide a streamlined, cost-effective way for schools, cities, and organizations to build safe, engaging, and durable play environments. Our passion is creating spaces where children and families can play, connect, and grow — one playground at a time.

HINES INC

Irrigation Design

LOCATION
FORT COLLINS
1640 Riverside Ave Suite 200 Fort Collins, CO 80524
970.280.1800

Hines Inc. is a group of water planners, engineers and horticulturists committed to stewarding our water resources from source development to long-term monitoring and management. Hines has provided creative solutions to difficult design and construction challenges for over thirty years. Applying engineering principles to the design of efficient water delivery systems, we have successfully addressed the water management needs for a wide variety of properties. Our clients typically see a 40% reduction in infrastructure & installation costs, and up to 60% reduction in annual water costs. Hines has also been successful in negotiating reductions of up to 50% with Water Districts in areas with high tap-development costs.

LEGAL ACTIONS

Confluence presently has one current lawsuit that we are party to. Confluence is not a plaintiff or defendant in any other legal action for deficient performance under a contract, or a defendant in any criminal action.

- River Market; Kansas City, Missouri. *Pending.* Confluence was named along with the City of Kansas City, a building owner, contractor and subcontractors in a lawsuit claim for a trip and fall.

Confluence has been party to one prior lawsuits occurring during the last ten (10) years

- Main Avenue Road Diet; Sioux Falls, South Dakota. *2021*. Confluence was named along with the contractor and subcontractors in a lawsuit claim for water incursion during construction from a storm event into an adjacent private basement.

The pending matter, if decided against Confluence, would not have a material impact on our finances or compromise in any way our ability to serve our clients. Generally, these matters are covered by professional liability insurance, and we consider the pending lawsuit to be without merit. If you have further questions, please reach out to our Sr Vice President of Operations, Jon Jacobson, at 605-339-1205.

STATEMENT OF DISCLOSURE

We officially confirm that Confluence, along with its subconsultants hereby certifies that there are no conflicts of interest, including but not limited to any conflicts arising from our participation in other City contracts. We affirm that there are no actual or potential conflicts of interest to report at this time.

Confluence and its subconsultants are committed to conducting business in an ethical and transparent manner, and we understand the importance of ensuring a conflict-free relationship with the City of Heber. We have thoroughly reviewed our affiliations and activities, and we can assure you that no conflicts exist that would compromise the integrity of our work or our commitment to the project.

Should any potential conflicts arise in the future, we pledge to promptly disclose such matters to the City of Heber and take appropriate actions to address and mitigate any concerns. Our goal is to foster a collaborative and trustworthy partnership throughout the duration of our contract.

Please do not hesitate to contact us if you require any additional information or clarification regarding our conflict of interest status.

INSURANCE COMPLIANCE STATEMENT

Confluence maintains coverages in the below. Certificates of Insurance can be provided upon request, and coverage levels may be adjusted to meet the specific requirements of the Trailhead Plaza project:

Currently, Confluence carries insurance of the following kinds and in the following amounts, and have included Certificates of Insurance as requested:

Professional liability: $2,000,000 per claim / $4,000,000 aggregate
Commercial general liability: $1,000,000 each occurrence / $2,000,000 aggregate
Comprehensive automobile liability: $1,000,000 combined single limit
Umbrella liability: $3,000,000 each occurrence / $3,000,000 aggregate
Drone Aviation Liability: $1,000,000 per claim
Worker's compensation: $2,000,000 per claim / $2,000,000 policy limit

CHRIS SUTTERFIELD, ASLA, PLA
PRINCIPAL-IN-CHARGE | CONFLUENCE

CURRENT + NOTABLE PROJECT EXPERIENCE

Pueblo City Park & Arkansas River Corridor Master Plan Project | Pueblo, CO
Broadway Station | Denver, CO
Galena Plaza and Rio Grande Parking Garage at the Aspen Library | Aspen, CO

With over 20 years of experience, Chris has had the opportunity to serve as the design lead on a variety of projects across the country. The common thread in all of his projects is the pursuit of a design narrative and creative expression.

DEVON DILLINGER, ASLA, PLA, SITES AP
PROJECT MANAGER | CONFLUENCE

CURRENT + NOTABLE PROJECT EXPERIENCE

701 Walnut Urban Park | Des Moines, IA
Hickory Glen Park | Pleasant Hill, IA
Urban Dreams Wellmark Community Center | Des Moines, IA
Kollar Pond - Phase 1 | Streamwood, IL

Devon ensures that his work is sensitive to the concerns and needs of the user, combines use and art, and influences future generations with design and physical form.

JASON RINGDHAL, AIA
PRINCIPAL | BRS ARCHITECTURE

CURRENT + NOTABLE PROJECT EXPERIENCE

Greater Midland Community Center Midland, Michigan
The Center of Recreational Excellence (CORE) Hobbs, New Mexico
Silver City Recreation Center Silver City, New Mexico

Being practical and reasonable, he's able to work through difficult scenarios finding consensus and common goals among teams and projects.

DAVID HAWKES
SENIOR ELECTRICAL ENGINEER | SPECTRUM ENGINEERING

CURRENT + NOTABLE PROJECT EXPERIENCE

David Hawkes has over eight years of experience in electrical engineering design, with a career at Spectrum Engineers that began in 2017 as an intern and has since grown into a key role as an Electrical Engineering Designer.

His work spans higher education, municipal, and community-focused projects, giving him a strong foundation for supporting public assembly and civic developments such as Heber City's Trailhead Plaza.

ALEX BOSWELL
SENIOR MECHANICAL ENGINEER | SPECTRUM ENGINEERING

CURRENT + NOTABLE PROJECT EXPERIENCE

Alex Boswell is a Senior Mechanical Designer with Spectrum Engineers, bringing a strong balance of technical expertise, creativity, and practical problem-solving to complex design projects. Since joining Spectrum in 2019.

Alex's experience designing mechanical systems that prioritize efficiency, comfort, and sustainability makes him especially well-suited for public-facing projects such as the Heber City Trailhead Plaza.

CAM PRESTON, P.E.
PRINCIPAL | ENSIGN ENGINEERING

CURRENT + NOTABLE PROJECT EXPERIENCE

Layton Parks & Rec Building | Layton, UT
Layton Parks Maintenance Facility Renovation | Layton, UT
Ellison Park – Parking Lot Addition | Layton, UT
Centennial Park Splash Pad | Syracuse, UT
Pioneer Park | Kaysville, UT

Cam has over 22 years of experience in the engineering industry. His skill-sets cover design, estimation, and construction management. In his career with Ensign

DOUGLAS WHITEAKER
PRESIDENT | WTI

CURRENT + NOTABLE PROJECT EXPERIENCE

Bentonville Community Center | Bentonville, AR
Meridian Family YMCA | Boise, ID
Coeur d' Alene Ray and Joan Kroc Corps Community Center | Coeur d' Alene, ID
BCRD Aquatic Center Evaluation | Hailey, ID

Douglass G. Whiteaker, President and Principal of WTI, has extensive knowledge and experience in the aquatic industry. He leads diverse projects in size, scope and function.

SCOTT WARD, P.E.
OWNER/PROJECT ENGINEER | B32 ENGINEERING GROUP

CURRENT + NOTABLE PROJECT EXPERIENCE

Bondurant City Park Ice Loop | Bondurant, IA
Braemar Ice Arena | Edina, MN
Bud Kind Ice Arena | Winona, MN
Centene Community Ice Center | St. Louis, MO
Central Plaza - Ice Skating Loop | Marion, IA

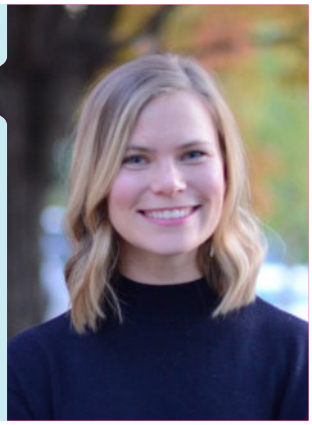
Mr. Ward has over 28 years experience in civil and mechanical engineering fi elds. His education and engineering experience uniquely qualifies him for the specialized design requirements of ice systems.

AMANDA J. WIGEN
PUBLIC SPACE MANAGEMENT | WIGEN CONSULTING

CURRENT + NOTABLE PROJECT EXPERIENCE

Falls Park Master Plan | Sioux Falls, SD
City of Hopkins Park Master Plan | Hopkins, MN
Owámniyomni Okhódayapi | Minneapolis, MN
Fifth Avenue Association | New York, NY

Amanda Wigen began her career in New York City managing programs and operations at Bryant Park, a model for how active, well-managed spaces can revitalize cities and become iconic destinations.



SCOTT CARON
FEASIBILITY STUDIES | BALLARD KING

CURRENT + NOTABLE PROJECT EXPERIENCE

Upper Arlington Community Center Operation Plan | Upper Arlington, O
Woodman Recreation Center Feasibility Study | Janesville, WI
Aurora Community Recreation Center Feasibility Study | Aurora, MO

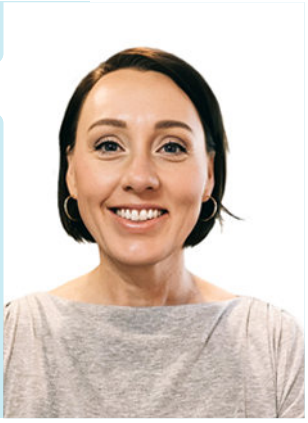
Scott joined Ballard*King & Associates in 2017 with 25+ years of parks and recreation experience, contributing to feasibility studies, master plans, and operational assessments through data-driven analysis.

ALI JONES
PLAYGROUND DESIGNER | PLAYSPACE DESIGNS

CURRENT + NOTABLE PROJECT EXPERIENCE

Ali Jones leads our design in Utah, Idaho, and Montana. Ali has designed innovative, safe, and engaging playgrounds and outdoor spaces for cities, schools, HOAs, and resorts for over 6 years.

She is a passionate and dedicated professional committed to creativity, physical activity, and social interaction for children of all ages and abilities.



MARTIN BLUNDALL
COST ESTIMATOR | BLUNDALL & ASSOCIATES

CURRENT + NOTABLE PROJECT EXPERIENCE

Broad Ripple Canal Esplanade / Indianapolis, Indiana
Highfield Discovery Garden at Glenwood Gardens – Pathway Improvements / Woodlawn, Ohio
Ohio Street Canal Basin / Indianapolis, Indiana

Martyn has experience in the cost estimating field that spans over 50 years, having established Blundall Associates, Inc., in 1980. Martyn performs the final quality control check of completed estimates.

PROJECT TEAM

All key staff have the capacity and availability to begin work on your project immediately. While there will be additional staff involved in a supportive role, the key team members listed will be involved throughout the duration.

HEBER CITY

ADVISORY COMMITTEE

STAKEHOLDERS

CONFLUENCE

Project Lead, Landscape Architecture, Community Input, Wayfinding

Chris Sutterfield, ASLA, PLA
Principal-in-Charge
Devon Dillinger, ASLA, PLA, SITES AP
Project Manager
Daniel Beckerdite, ASLA, PLA
Landscape Architect
Caitlin Bolte, ASLA PLA
Community Input

SPECTRUM ENGINEERS
MEP/T

David Hawkes
Senior Electrical Engineer
Alex Boswell
Senior Mechanical Designer

HINES INC.
Irrigation

Brent Jeffery
Project Manager

BRS ARCHITECTURE
Architecture

Jason Ringdahl, AIA
Principal

B32 ENGINEERING
Ice Systems

Scott Ward
Ice Systems Specialist

BLUNDALL & ASSOCIATES
Cost Estimating

Martyn Blundal
Cost Estimator

ENSIGN ENGINEERING
Civil Engineering & Survey

Cameron Preston
Engineer
Kelly Chappell
Civil Engineer
Trent Williams
Land Surveyor

WTI
Splash Pad

Douglas Whiteaker
President
Miranda Christianson
Director of Production

WIGEN CONSULTING
Programming

Amanda Wigen
Sustainable Business Consultant

BALLARD KINGS
Operations & Maintenance

Scott Carron
Feasibility Studies Coordinator

GO PLAYS SPACE
Playgrounds and Play Space

Ali Jones
Design Leader

JACOBSON PLAZA AT FALLS PLAZA

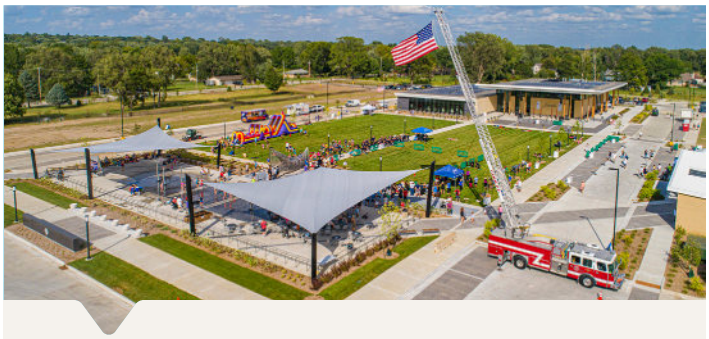
PROJECT DETAILS

LOCATION	Sioux Falls, South Dakota
CLIENT	City of Sioux Falls
DURATION	2020-2024
COST	$18.5 Million - On track with GMP
SIZE	7 Acres
CONTACT	Mike Patten | Parks Development Specialist 605.367.8221 mike.patten@siouxfalls.gov

DELIVERY METHOD CM/GC

Jacobson Plaza is a destination park located in the heart of Sioux Falls' namesake park, Falls Park. The park will be the future home to an ice skating ribbon, inclusive playground, dog park, concessions and rentable indoor/outdoor event spaces. The $19 million, 7-acre park, is being constructed in 2023 – 2024, with an anticipated park opening in early 2025. Jacobson Plaza is being funded through a public/private partnership. When complete, it will be home to a 14,000 SF outdoor refrigerated ice skating ribbon, the region's largest inclusive playground, the City of Sioux Falls' largest splash pad, as well as an off-leash dog park and other community amenities and areas.

Confluence was hired in 2021 for design development for the project, leading into construction document plans and details for all the park elements. Confluence worked with design subconsultants on the architecture, engineering, and geotechnical testing of the site. Work on the project required extensive coordination between key downtown stakeholders, City personnel, private donors, geotechnical testing experts, local historians, water resources engineers, and various permitting agencies.



JOHNSTON TOWN CENTER AND CITY HALL

PROJECT DETAILS

LOCATION	Johnston, Iowa
CLIENT	City of Johnston, Iowa
DURATION	2017-2022
COST	$30 Million / Actual: $31 million
SIZE	20 acres
CONTACT	David R. Wilwerding, AICP Community Development Director / 515.727.7775 dwilwerding@cityofjohnston.com

DELIVERY METHOD Design-Bid-Build

The City of Johnston desired a vibrant new town center to establish the Merle Hay Road Corridor as the main cultural and social hub of the community. Johnston engaged Confluence to lead the effort to transform a designated 16-acre site adjacent to their existing City Hall into a new mixed-use town center. The project provided a downtown area the community had never had. This was an opportunity to strengthen civic identity and create a destination for residents and visitors while promoting new commercial and retail activity in the heart of the community. Our team organized and facilitated several joint workshops and public meetings throughout the planning process. This included meeting individually with City staff, elected officials, and nearby property owners to ensure the Master Plan matched the vision of the community. Comprehensive design guidelines and an overlay district were also crafted to help the community fully realize their vision for the site. Central to the plan was "The Yard," a civic gathering space that features a splash pad with shade structures that can be converted into an ice rink during the winter months. This ensures year-round activity and establishes the plaza as a destination in every season.

DOWNTOWN WATERTOWN PLAZA PLANNING

PROJECT DETAILS

LOCATION Watertown, South Dakota

CLIENT Watertown Development Company

DURATION 2021-2022

COST $150,000 - Study Budget

SIZE 2 Acres

CONTACT Chris Schilken Former Executive Director
chris@watertownworks.com
605-884-0340

DELIVERY METHOD Planning Study Design Bid- Build anticipated for Construction

Envisioned as the heart of downtown Watertown, the plaza is anticipated to stimulate numerous redevelopment projects and interest in downtown activities and real estate. During the process of Confluence's downtown Watertown Streetscape planning and design, a need emerged for a downtown park and plaza. Preliminary public feedback supported the location of a new splash pad within the downtown neighborhood, and a site that is currently occupied by parking lots was identified as an ideal location. Neighboring redevelopment plans for buildings adjacent to the proposed park plaza provide additional momentum. Our team designed conceptual plans and provided renderings for the plaza. Construction documents are anticipated to follow after final site acquisition and financials are secured. The plaza includes a turf event lawn which doubles as an ice rink area in the winter months. A raised stage provides a platform for event performances. The plaza also includes a splash pad, art sculptures, a focal point entry feature, a sign wall, streetscape improvements, a new parking lot, space for temporary event tents or an ice rink warming house, and numerous landscape planting beds and ornamental tree plantings.

BARNEY ALLIS PLAZA - DUE DILIGENCE STUDY

PROJECT DETAILS

LOCATION Kansas City, Missouri

CLIENT City of Kansas City, Missouri

DURATION 2019-2020

COST ~$400,000 - Study Budget

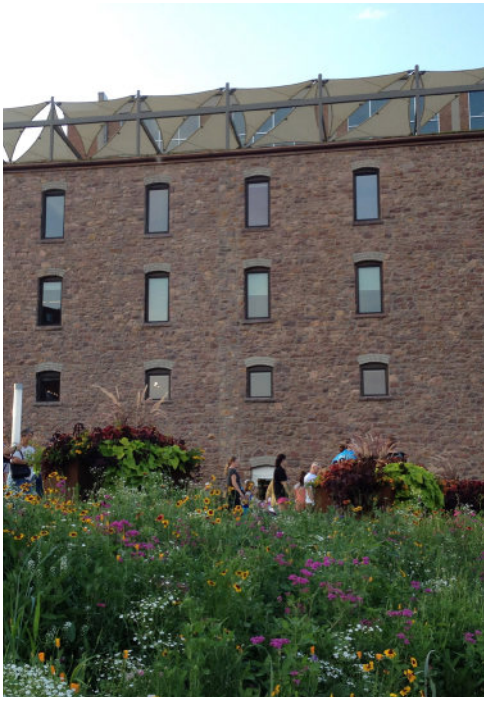
SIZE ~3.5 Acres

CONTACT Diane Binckley, Development Management Division Manager
Diane.binckley@kcmo.org
816-513-2897

DELIVERY METHOD Planning and Feasibility Study (future Redevelopment anticipated under CM/GC)

Confluence was instrumental in developing a comprehensive due diligence study to explore the potential for redeveloping Barney Allis Plaza and the Auditorium Plaza Garage. Our role included extensive stakeholder and community outreach, the development of an initial program of park spaces and uses, and anticipated construction costs, revenues, operations and maintenance expenditures as part of a concept-level business plan to guide future development of this space. We studied replacing this existing below-grade parking facility and rooftop plaza with a vibrant, highly activated pedestrian-friendly destination park to serve the growing needs of Downtown visitors. This study also included researching emerging trends in urban parks and plaza design throughout the United States - and analyzing several precedent projects. Recommendations included potential park, plaza, and parking configurations to serve daily use, with flexibility to host numerous events and festivals. It also included innovative opportunities to address sustainable stormwater solutions to benefit the surrounding Downtown area.

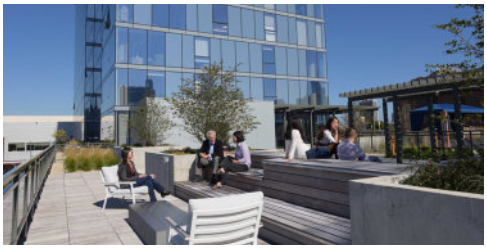
SUSTAINABILITY

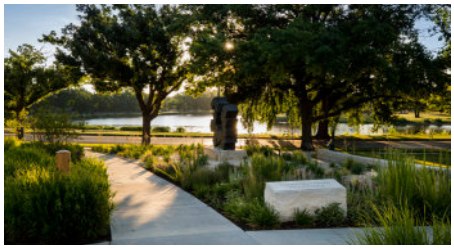


INNOVATIVE DESIGNS FOR A MORE SUSTAINABLE FUTURE

We embrace our responsibility to advance sustainable design and planning for every project type, geographic region, and budget level. Our team is passionate about the opportunity to design healthy, environmentally friendly solutions that enhance aesthetic goals, limit resource consumption, improve building performance, and promote health and productivity.

Confluence utilizes an integrated approach to both the LEED and SITES certification processes, and we assist our clients in leading the way toward an increasingly sustainable future. Beginning in the Project Definition stage and continuing through to the Certification Award, our talented team of designers are experienced in collaborating with multi-disciplinary teams to coordinate the necessary design and documentation requirements in alignment with our client's goals.





1. Understanding of the City's Intended Scope: Confluence understands that Heber City's goal is to create Trailhead Plaza as the community's "living room," a civic heart of downtown that is active more than 250 days each year and serves as both a catalyst for economic vitality and a source of community pride. The City has already invested in the Plaza Design, Programming & Management Plan prepared by Roger Brooks International, and we recognize the importance of honoring that vision. Our role is not to redesign what has been established, but to refine and right-size the plan, ensuring it is technically sound, coordinated across disciplines, and fully prepared for implementation. This includes integrating the programmed elements such as the skating trail, splash pad, market kiosks, jewel boxes, stage lawn, playground, and Shops on Main, while producing construction documents, cost estimates, and updated renderings that allow the City to move efficiently into fundraising, marketing, and construction.

2. Firm Fit and Unique Qualifications: As a landscape architecture, planning, and urban design firm, Confluence is uniquely qualified to lead a civic plaza project. Our core practice is the design of public spaces that bridge architecture, engineering, and community programming. Unlike firms primarily focused on buildings, our expertise lies in creating active, inclusive, and resilient places between buildings. Our Utah presence ensures local knowledge and accessibility, while our national experience provides tested strategies for downtown activation and plaza design.

3. Suitability for Iconic Community Venues: Confluence has delivered numerous projects that have become iconic public venues, including Jacobson Plaza at Falls Park (Sioux Falls, SD), Johnston Town Center (Johnston, IA), and multiple downtown plazas across the Midwest. Each was designed to host year-round events, attract visitors, and serve as a source of civic identity. We understand the importance of designing for daily use as well as for headline events, ensuring spaces are equally successful for a family picnic, a farmers market, or a major concert.

4. Current and Projected Workloads: Confluence manages its workload through a multi-office network that allows staff to flex across projects. Our Utah office will serve as the hub for Trailhead Plaza, with additional support from our 9 other offices. Our current workload includes public parks, recreation centers, and downtown plans, but our staffing plan for this project prioritizes dedicated leadership (Devon Dillinger and Chris Sutterfield) to ensure attention and responsiveness. We confirm our capacity to complete this project within the City's 12-month design window.

5. Quality Assurance and Quality Control: At Confluence, QA/QC are embedded into every project from start to finish. Our principals and senior project managers lead structured reviews at each milestone, ensuring deliverables are accurate, coordinated, and aligned with client goals. A cornerstone of this process is our proprietary QA/QC checklist, which provides a tested framework for reviewing

technical accuracy, design consistency, interdisciplinary coordination, and compliance with project objectives. This structured approach creates a repeatable standard of quality that has been proven across our civic and plaza projects. In addition to internal and interdisciplinary reviews, we maintain coordination logs with subconsultants and use cloud-based platforms to track meeting notes, redlines, comments, and revisions in real time. Our process also includes cost and constructability reviews, engaging CM/GC partners early to align design with budgets and GMP expectations. This disciplined system reduces conflicts, minimizes change orders, and results in complete, buildable documents.

6. Ability to Gather Resources Locally: Through our Utah presence, we have established working relationships with local firms such as Ensign Engineering (civil/structural) and Hines (irrigation). We are also engaged with the Utah ASLA chapter and local municipalities, giving us quick access to peer networks and professional resources. Our central location in Utah Valley allows us to be onsite for meetings, outreach events, and construction support without delay.

7. History of Addressing Safety, Environmental, and Related Concerns: Public safety and environmental stewardship are integral to our work. We design plazas and civic spaces with clear sightlines, accessible circulation, durable materials, and CPTED (Crime Prevention Through Environmental Design) principles. As a SITES AP firm, we prioritize stormwater management, healthy soils, shade, tree canopy, and sustainable materials. Our plazas are designed for comfort, resilience, and long-term maintainability.

8. Additional Services and Techniques: Confluence offers specialized services that enhance and differentiate civic projects beyond traditional design. Through our Authentic Placemaking practice, we integrate branding, storytelling, and wayfinding into public spaces, helping communities create identities that are memorable, marketable, and authentic to their history and culture. This process builds pride of place and ensures that plazas and civic spaces resonate with both residents and visitors. For Trailhead Plaza, this expertise will allow us to weave Heber City's character and brand into signage, interpretive elements, and the overall narrative of the site. Our Digital Studio provides advanced visualization services that transform how communities understand and support projects. We produce high-quality renderings, immersive 3D models, and video fly-throughs that illustrate both the vision and technical details of a project. These tools are especially effective for fundraising, marketing, and public engagement, allowing stakeholders to clearly see and experience what is being proposed. For projects like Trailhead Plaza, such visual storytelling becomes a powerful tool to build momentum, secure investment, and create community excitement long before construction begins.

9. Public Engagement Experience: Confluence has a proven record of designing and facilitating public engagement processes that build consensus and create community ownership of projects. We understand that successful civic spaces must reflect the people they serve, and our approach emphasizes accessibility, transparency, and creativity. Our methods include interactive open houses, pop-up events in public spaces, focus groups with key stakeholders, digital engagement platforms (socialpinpoint.com), surveys, and hands-on design workshops where participants directly shape alternatives. For community venues, we are intentional about engaging a broad cross-section of the community, including families, business owners, youth, seniors, and underrepresented voices. This ensures that the design captures the diverse needs and aspirations of the entire community. At the Johnston Town Center in Iowa, this process produced a civic heart embraced by residents and businesses alike, while at the Chico Area Recreation and Park District Aquatic and Recreation Center in California, our community-driven process created overwhelming public support for a $30 million investment.

REFERENCES

DON KEARNY| SIOUX FALLS, SOUTH DAKOTA
Parks Director
605.367.8222

PROJECT BUDGET: Performance: Confluence served as Lead Designer for this $18.5 million civic plaza and recreation project

PROJECT SCHEDULE: Services were delivered on schedule and within the GMP framework established through CM/GC delivery. Project remains on track for completion in 2025 within budget.

MIKE POGGE-WEAVER | JOHNSTON, IOWA
Development Director & City Administrator
515.278.2344

PROJECT BUDGET: Confluence provided master planning, plaza design, and streetscape services for a $30 million civic center.

PROJECT SCHEDULE: Project was completed in 2022 on schedule with a final construction cost of $31 million, less than 2% variance from the established budget.

PLANNING DEPARTMENT| WATERTOWN, SOUTH DAKOTA
Planning Department
605.884.0340

PROJECT BUDGET: Confluence led a planning study to create a civic plaza vision. The $150,000 planning budget was maintained.

PROJECT SCHEDULE: Maintained with all deliverables provided on schedule. Outcomes are currently guiding the City's fundraising and implementation efforts.

1. FIRM'S PROPOSED LEADERSHIP AND EXPANDED TEAM

Our team blends a strong Utah presence with specialized national expertise. Confluence has delivered projects throughout the Mountain West for many years, with multiple staff licensed as landscape architects in Utah. Our longest-held Utah license has been active since 1999, and in 2025 we established a local presence to further strengthen long-term representation.

Ensign Engineering (civil), headquartered in Utah, adds deep municipal experience throughout the Wasatch Front, while Spectrum Engineers' Salt Lake City office provides immediate access to MEP and lighting expertise. BRS Architecture and Hines Engineering, though based in Colorado, bring extensive Utah project experience that complements our local team.

Sustainability is a core strength of our group. Team members are accredited in both LEED and SITES, and we apply best management practices from these and other programs whether or not certification is being pursued. We view sustainability holistically: it includes stormwater management, energy efficiency, durable materials, and ecological design, but also extends to community input, equity, communications, and long-term operations. This integrated approach ensures that social, environmental, and economic priorities are woven into every step of the process.

Together, our leadership team offers Heber City responsive, invested professionals who understand local and state processes, maintain strong relationships with regulatory agencies, and have a proven record of delivering successful civic and community projects across Utah.

The following organizational chart illustrates our team structure, highlighting leadership roles, specialty expertise, and advisory connections that will guide Trailhead Plaza from concept through completion.

2.

HEART OF THE WASATCH BACK

HEBER CITY

EST 1889

ADVISORY COMMITTEE

STAKEHOLDERS

- City exec. mgmt. & key staff
- POST Committee
- Heber City Council
- City expert consultant(s)

CONFLUENCE

Project Lead, Day-to-day Tasks, Community Input, Landscape Architecture, Master Planning, Sustainability, 3D Renderings/Videos, Wayfinding Signage, Other Tasks Outlined

Chris Sutterfield, ASLA, PLA
Principal-in-Charge

Devon Dillinger, ASLA, PLA, SITES AP
Project Manager

Jessica Williams, ASLA, PLA
Interpretive Planner Lead

Jenn Becker
3D Modeling and Graphics lead

FUTURE CM/CG

CM/GC (Construction Manager/General Contractor) **Contractor**

BRS ARCHITECTURE

Architectural Design (Trailhead Center, Jewel Boxes, Shops on Main, support structures)

SPECTRUM ENGINEERS

MEP/T (mechanical, electrical, plumbing) **Exterior Site Lighting, Security, and IT**

ENSIGN ENGINEERING & SURVEYING

Civil Engineering, Utilities, Structural Engineering, Surveying

WATER TECHNOLOGY, INC.

Splash Pad and Aquatic Feature Design

B32 ENGINEERING GROUP

Ice System Design and Engineering

WIGEN CONSULTING

Public Space Management and Programming Strategies

BALLARD*KING & ASSOCIATES

Operational and Feasibility Planning

BLUNDALL & ASSOCIATES, INC.

Cost Estimating

HINES, INC.

Irrigation Design and Water Management

PLAYSPACE DESIGNS

Playground and Children's Play Environments

ADDITIONAL EVALUATION ITEMS

3. PROJECT UNDERSTANDING

Heber City has already established a clear framework for Trailhead Plaza through its adopted Master Plan. That plan defined the plaza as Utah's best "community living room," with more than 250 programmed days annually and a program of features that anchor the plaza as the civic heart of downtown.

We understand that portions of the plan are already complete. The Main Stage and the North Festival Street set the tone for the quality and energy of the plaza. The remaining elements, including the Skate Trail, Splash Pad Trail, Majestic Lawn, Jewel Boxes, Shops on Main, the Trailhead Center, children's play, picnic shelters, vendor kiosks, utilities, and shade, still need to be delivered. These features must be tied seamlessly to what is already in place while staying true to the original vision.

The next step is not simply to complete the rest of the plan but to right size the project so it is financially responsible while protecting the integrity of the original master planning effort. The City has been clear that success means year round activity, integration with Main Street and the C Street pedestrian corridor, and management strategies that allow CAMS and City staff to operate the plaza with confidence.

We also recognize that the Master Plan emphasized financial sustainability. Revenue from Shops on Main, Jewel Boxes, and events will help offset costs, while phasing must be structured to avoid rework. Durable materials, realistic O&M strategies, and infrastructure built for future growth are essential to keeping the plaza manageable for the long term.

Our role is to refine and complete the plaza in a way that respects the adopted Master Plan, right sizes the program to align with resources, and delivers a downtown anchor that is authentic to Heber and embraced by the community as the Heart of the Wasatch Back.

4. FIRM'S ROLE IN THE CM/GC SELECTION PROCESS

We understand that the success of Trailhead Plaza depends on selecting the right CM/GC partner and integrating them at the correct point in the process. Our role begins by assisting Heber City in drafting the CM/GC RFP so that the scope, expectations, and evaluation criteria are clearly defined. This ensures that contractors know from the start what the City values most: quality, cost transparency, schedule, and

the specialized systems required for the plaza. It is also important to bring the CM/GC on board at the right time. Involving them at the end of the Design Development phase ensures there is still opportunity to adjust design and identify potential cost savings before Construction Documents are finalized.

During the selection process, we will support the City in reviewing qualifications and interviews, providing technical perspective on constructability, winter operations, specialty systems such as ice and splash pads, and experience with downtown civic projects.

Once selected, the CM/GC will be engaged at the beginning of the Construction Documents phase. Their role will be to collaborate with our design team in finalizing the construction package, help establish the Guaranteed Maximum Price, and refine the phasing strategy. They will also verify pricing packages against the estimates already developed by our cost consultant, giving the City confidence that design decisions are aligned with real market conditions.

In short, our role is to help the City write the RFP, evaluate and select the CM/GC, and then integrate them into the process at the point where their expertise has the most value. By engaging the contractor early in CD, the City benefits from accurate pricing, realistic phasing, and a transparent GMP process that sets the stage for successful delivery.

5. DIFFERENTIATING THE HEBER CITY TRAILHEAD PLAZA

Park City's Welcome Plaza is often cited as a comparison. It serves as a ceremonial and visitor oriented gathering space tied to the tourism economy. Trailhead Plaza, as envisioned in Heber City's adopted Master Plan, will be different in both character and purpose.

Trailhead Plaza is first and foremost for Heber residents. It builds on the Master Plan's vision of a true community living room with daily use at its core. Shade, seating, play, and water features will invite residents on ordinary afternoons, while the Skate Trail, Splash Pad Trail, Majestic Lawn, and Shops on Main provide the year round activation that delivers 250 or more programmed days. Jewel Boxes will incubate local businesses and reinforce Main Street rather than competing with it.

Character is also what sets the two plazas apart. The C-3 Design Criteria call for development to "reflect but not borrow from the past," using authentic design elements from Heber's history and natural environment. Trailhead Plaza will follow this guidance with brick and stone, earth tone palettes, shaded storefronts, and pedestrian scaled proportions rooted in Heber's Main Street heritage. This approach ensures authenticity to Heber, not replication of a resort town.

Financial viability is built into the delivery. The Master Plan anticipated Shops on Main and Jewel Boxes as steady revenue generators. Phasing will prioritize backbone infrastructure and revenue features early, ensuring each phase feels complete and avoids rework. Durable, locally authentic materials and a realistic maintenance model will keep long term costs in check. CAMS will support alignment with programming with downtown activity, ensuring a sustainable operations calendar.

Trailhead Plaza will not try to be bigger or flashier than other Plazas. It will be authentic to Heber, rooted in its character, designed for residents, and delivered in a way that is financially responsible and sustainable for the long term.

6. WHY WE ARE BEST SUITED TO DELIVER A QUALITY PRODUCT

Trailhead Plaza is not just another project for our team. It represents the kind of civic work we care most about: creating places where people gather, celebrate, and build community identity. We have designed plazas across the country with the same complexity as Heber's vision, including skating ribbons, splash pads, jewel boxes, and event lawns. That experience gives us the insight to know what works, what to avoid, and how to deliver a space that feels alive every day of the year.

What makes us different is the team we bring to the table. Confluence is rooted locally in Layton, with local licensed staff, while also drawing from a national portfolio of award-winning civic projects. Ensign Engineering, Spectrum Engineers, Hines, and Go Play Space provide Utah expertise in civil, MEP, and irrigation, ensuring local knowledge is built into the foundation of the project. BRS, WTI, B32, Wigen, Ballard King, and Blundall add specialized talent, from architecture to water features to cost estimating, all with a proven history of working together. This creates a seamless, integrated process that reduces risk and produces documents ready to build.

We also know that great design is only half the story. A successful plaza has to open on time, within budget, and remain manageable for years to come. That is why we embed independent cost estimating, CM/GC coordination, and a structured QA/QC process into our work. We design with an eye on sustainability and durability, weaving in shade, water efficiency, stormwater management, and resilient detailing that hold up over time.

Heber City is asking for more than a set of drawings. You are asking for a civic heart that will be used, loved, and remembered. Our combination of proven experience, local investment, and national perspective makes us the right team to bring that vision to life.

7. HOW OUR PROJECT LEAD'S LEADERSHIP STYLE CAN HELP ENSURE A COMPLETED QUALITY PRODUCT

As Project Manager, Devon Dillinger leads with clarity, accountability, and steady follow through. His leadership style is grounded in structure and communication, which are essential to keeping a complex project like Trailhead Plaza on track. Devon sets bi-weekly meetings with both the design team and the owner/committee to ensure everyone remains aligned and the schedule moves forward. Each meeting is guided by a clear agenda, documented with detailed minutes, and followed up with action items so there is no ambiguity about responsibilities or next steps.

He reinforces this process with a structured QA/QC checklist at every design milestone, providing an added layer of review that keeps documents accurate, coordinated, and buildable. By combining disciplined project management tools with an open and collaborative approach, Devon ensures that design intent, scope, budget, and schedule stay connected throughout the process. Because he carries the project from kickoff through construction administration, there is continuity in leadership with no handoff or loss of momentum. Most importantly, Devon leads by listening. He makes sure the voice of the City, Council, and community is reflected in the work, while creating a process that is transparent and accountable.

As Principal-in-Charge, Chris Sutterfield provides strategic oversight and executive support. Chris has decades of experience guiding complex civic projects and ensures that the City always has direct access to senior leadership. His role is to monitor progress, remove roadblocks, and reinforce quality standards at every stage. He works closely with Devon to confirm that commitments made to the City are delivered and that resources are in place to support the project through completion.

Together, Devon and Chris provide complementary leadership. Devon brings daily clarity and accountability, while Chris provides high-level guidance and assurance. This combination ensures that Heber City benefits from steady project management and consistent executive involvement, giving the Council confidence that Trailhead Plaza will be delivered as promised.

8. STRATEGY FOR DEVELOPING TRUSTED RELATIONSHIPS WITH COUNCIL, STAFF AND THE PUBLIC

We know that the foundation of a successful civic project is trust. Council, staff, and the public need confidence that their voices are heard, their resources are protected, and their vision is carried orward. Our strategy is built on three pillars: clarity, consistency, and transparency.

For Council, we will create a clear decision-making process that keeps choices visible and manageable. At each milestone we will present options with scope, budget, and schedule implications so decisions are made with full information. We will maintain a record of decisions and action items so Council can see progress and accountability at every stage.

For City staff, we will establish a predictable rhythm of meetings and communication. Staff will have direct access to Devon as Project Manager and to Chris as Principal-in-Charge, ensuring continuity at both the day-to-day and executive levels. By setting agendas, documenting minutes, and following through on action items, we create confidence that commitments are honored and the project is always moving forward.

For the public, our strategy is to engage in ways that are inclusive and responsive. We will combine traditional open houses with in-park pop-ups, online surveys, and youth engagement opportunities. Just as importantly, we will publish "response to comment" summaries so residents can see how their feedback influenced the design. This transparency builds ownership and shows the community that the plaza is truly theirs.

By being clear, consistent, and transparent, we build relationships that are grounded in accountability and respect. This approach allows Council, staff, and the public to trust not just the outcome, but the process itself.

9. PUBLIC OUTREACH STRATEGIES

Public outreach for Trailhead Plaza will be designed to be inclusive, accessible, and transparent. The goal is to maximize participation, provide clear and useful information, and demonstrate how community input shapes the outcome.

To maximize public involvement, we will meet people where they already are. This includes open houses at City facilities, a pop-up tent in the existing park or on Main Street where residents can drop in casually, and a presence at community events such as markets or festivals. We will also create a project website through SocialPinpoint.com as an online engagement hub, which the City can advertise through social media, utility bills, and its website. Yard signs placed directly in the existing park with QR codes will link residents straight to the engagement site, making participation as simple as scanning with a phone. These approaches make it easy for residents to take part whether they prefer in-person or online engagement.

To educate and inform the public, we will use clear graphics, storyboards, and renderings that explain design options, costs, and operational trade-offs. Pop-up events will feature display boards and interactive exercises so residents can learn about the project in a casual setting. Online, Social Pinpoint will provide visuals and summaries that explain the same information in a way that is accessible and easy to share.

To gather feedback from the public, we will use a mix of interactive methods. At open houses and workshops, activities such as mapping exercises, option testing, and voting boards will allow

residents to express priorities. At pop-ups, quick polls, feedback cards, and casual conversations will capture input. Online, Social Pinpoint will allow residents to comment directly on maps and plans, rank preferences, and submit ideas. All input will be documented and summarized, and we will close the loop by showing the community how their feedback directly influenced design refinements.

By combining visible on-the-ground engagement with accessible online tools, and by advertising participation opportunities through City channels and in-park signage, we will create a process that is engaging, informative, and transparent. This approach will build community ownership of Trailhead Plaza and ensure the design reflects the values and priorities of Heber residents.

10. DEALING WITH A DIVIDED OPINION ON THE PLAZA'S DESIGN
(BOTH POLITICALLY AND PUBLICLY)

In our experience, opposition is often less about the design itself and more about people not feeling heard or not being able to clearly see the outcome. Our first priority is to create opportunities for every voice to be included. Public meetings, Social Pinpoint, and pop-up events in the park give residents multiple ways to share feedback. Just as important, we close the loop by showing how that feedback influenced the design. This simple act of listening and reporting back reduces much of the tension that can build around a project.

When disagreements remain, we focus on providing clear, easy-to-understand information. Graphics, renderings, and short digital movies are powerful tools to help people visualize what the plaza will look like and how it will function. Many times opposition comes from not being able to picture the project, and visuals provide clarity that words alone cannot. Cost comparisons and operational implications further help shift the conversation from preference to understanding of trade-offs.

For the public, this means they see how their input shaped design and what the final project could feel like in daily life. For Council, we provide concise summaries that highlight both consensus and divergence, paired with visuals and facts so that decisions are grounded in clarity.

While full consensus may not always be possible, our responsibility is to keep the process transparent, respectful, and focused on shared goals. When people feel heard and can clearly see the vision through images and renderings, reservations often fade and trust in the outcome is strengthened.

11. OUR MOST SIMILAR PROJECT TO HEBER CITY'S TRAILHEAD PLAZA

The project most similar to Heber City's Trailhead Plaza is Jacobson Plaza at Falls Park in Sioux Falls, South Dakota. Completed in 2025, Jacobson Plaza transformed a long-designated downtown site into a new civic centerpiece and community living room. The project was the result of a highly collaborative public-private partnership involving the City, major donors, and a design team led by Confluence. The plaza includes a 14,000-square-foot refrigerated ice ribbon for winter skating and warm-season recreation, a 26,000-square-foot inclusive playground designed for every age and ability, the "Pawsible" Dog Park, the T. Denny Sanford Splash Pad, and The Lodge — a 7,325-square-foot food hall and warming house that anchors the site with concessions, rentals, event space, and year-round community activity. Broken-up masses, natural material choices, and responsive design allow the structures to support, rather than overwhelm, the surrounding park. The result is a space that balances site design and architecture, and has quickly become a hub of year-round activity and economic vitality for downtown Sioux Falls.

Designing Jacobson Plaza directly prepared our team for Heber City's Trailhead Plaza. We led the overall project and site design, collaborating closely with the City's Parks Department and

subconsultants on the building structures, accessible playground, skate rink, splash pad, dog park, and overall layout and flow of the park. This required balancing daily family use with large-scale event inrastructure, integrating multiple eatures and amenities into a cohesive civic destination. The project also relied on a public-private unding model, donor support, and strong political alignment, much like Heber's approach to Trailhead Plaza. Our role included coordinating a multidisciplinary consultant group, reconciling independent cost estimates, and working within a CM/GC framework to keep the $18.5 million budget on track.

Several lessons rom Jacobson Plaza will be directly applied to Trailhead Plaza. Early inrastructure planning proved essential to smooth year-round operations and avoiding costly retrofits. Flexible spaces proved critical, allowing lawns, plazas, and vendor spaces to adapt rom everyday use to major events. Durable detailing and maintenance-friendly materials were key to long-term success in a high-traffic, all-season environment. Finally, transparency in engagement and clear communication built the trust needed to navigate differing opinions and political perspectives, ensuring that the public felt heard and elected officials had confidence in decisions.

Jacobson Plaza demonstrates our proven ability to design and deliver a high-profile, complex civic destination with features directly aligned with Trailhead Plaza. The lessons we learned in Sioux Falls: designing for flexibility, durability, financial sustainability, and community trust.

12. DRAFT GHANTT CHART FOR THE PROJECT

PROJECT TIMELINE - DRAFT	OCT 2025	NOV 2025	DEC 2025	JAN 2026	FEB 2026	MAR 2026	APR 2026	MAY 2026	JUN 2026	JUL 2026	AUG 2026	SEP 2026	OCT 2026	NOV 2026	DEC 2026	2027	2028	2029	2030	2031	2032	FEB 2034
FINAL AWARD / AGREEMENT EXECUTION	★																					
DESIGN AND CONSTRUCTION DOCUMENTS																						
Kickoff & Advisory Committee																						
Review Plan & Alternatives																						
Public Input & Program Update																						
Schematic Design																						
Design Development																						
Cost Projections & Draft Phasing																						
Construction Documents & Specs																						
CM/GC RFP & Selection																						
VE, GMP, & Preconstruction													★									
CONSTRUCTION ESTIMATE																						
Underground Services Construction																						
Underground Services																						
Hardscape Surfaces Construction																						
Jewel Boxes, Playground, & Plaza																						
Skate Trail & Splash Pad Construction																						
Shops on Main Construction																						
GRAND FINAL OPENING																					★ 33	
WINTER OLYMPICS																						

13. KEEPING THE PROJECT ON SCOPE, BUDGET AND TIME

Trailhead Plaza is a once-in-a-generation civic investment, and we understand the importance of managing it in a way that gives the City confidence from the first kickoff meeting through ribbon cutting. Our approach is based on discipline, transparency, and constant alignment of scope, budget, and schedule. We will begin by working with Council and staff to confirm a clear program framework and design principles. This framework becomes the benchmark for every decision and is revisited at each milestone so the project remains true to the City's goals and protected from scope creep. Design decisions will be tracked in a living decision log that documents what has been decided, what is pending, and what trade-offs are involved, keeping the process intentional and transparent.

Budget control starts with independent cost estimating by Blundall & Associates, who will provide detailed estimates at concept, schematic design, and design development. These early reviews establish a reliable baseline and allow adjustments before costs escalate. Once the CM/GC is on board, Blundall's role shifts to reviewing contractor budgets for clarity and QA/QC, reconciling them line by line against the independent estimates. This dual process combines the CM/GC's market knowledge with an outside check, ensuring that value engineering is applied carefully and that design quality is not reduced unnecessarily.

Schedule control is managed through a detailed Gantt chart that outlines design milestones, reviews, permitting, and construction activities. This schedule will be tracked and updated at bi-weekly meetings with the City and the design team, supported by clear agendas, meeting minutes, and action items that maintain accountability. Critical path items such as utilities, permitting, and long-lead materials will be monitored closely, and early bid packages may be recommended if needed to keep construction moving.

Quality is reinforced through our structured QA/QC checklist, applied at every design stage to ensure documents are accurate and coordinated across all disciplines. This reduces the likelihood of conflicts during construction that could lead to costly change orders or delays. Alongside Blundall's independent reviews and CM/GC constructability input, this system produces clear and buildable documents.

Underpinning all of this is a commitment to open and transparent communication. We will provide updates that are visual, concise, and easy to understand so that Council, staff, and the public can see progress and know where the project stands. Risks will be identified early and paired with mitigation strategies, ensuring there are no surprises. Through this combination of disciplined scope management, independent cost control, schedule tracking, structured QA/QC, and transparent communication, we will keep Trailhead Plaza on scope, within budget, and on time.

14. MINIMIZING THE FINANCIAL IMPACT OF PHASING THE DEVELOPMENT OF TRAILHEAD PLAZA

We understand that phasing is essential to making Trailhead Plaza financially achievable, and our focus is on delivering each phase so it feels complete, avoids rework, and begins contributing value immediately.

The first step is to build the backbone infrastructure early. Utilities, grading, stormwater systems, and conduit networks should be sized for full build-out and installed once, so future phases connect seamlessly without costly reconstruction. Next, each phase must stand on its own as a usable space. For example, completing the Skate Trail loop or the Splash Pad Trail as full features ensures they function independently rather than as partial or temporary elements. This approach avoids spending money twice and gives the community something they can enjoy from the start.

Phasing should also prioritize revenue-generating and high-activation features early. Shops on Main, Jewel Boxes, and event-support infrastructure can begin offsetting operational costs and strengthening downtown from the first phase onward.

Finally, design details must be standardized across phases. Using consistent paving patterns, furnishings, lighting, and plantings reduces procurement costs, allows bulk purchasing, and creates a unified look even as the plaza grows over time.

By building backbone systems first, delivering complete features in each phase, prioritizing revenue streams, and standardizing design details, Heber City can minimize the financial impact of phasing while still moving the project forward responsibly.

15. PUBLIC/PRIVATE PARTNERSHIPS THAT HEBER CITY CAN MODEL FOR THE TRAILHEAD PLAZA

Public and private partnerships can play a critical role in the long-term success of Trailhead Plaza by providing capital support, reducing operational costs, and bringing new energy to programming. Heber City already has a proven example of this approach in its own park system with the Rotary Club structure. This facility demonstrates that community organizations are willing to invest in civic amenities and provides a strong foundation for building additional partnerships at Trailhead Plaza.

Other communities offer models that Heber can look to. In Sioux Falls, South Dakota, Jacobson Plaza at Falls Park was built through a highly successful collaboration between the City, the Jacobson Family, and other donors including the Sanford and Lloyd families and the Downtown Rotary Club. Their contributions funded signature amenities such as the splash pad, playground, and dog park. This example shows how visible, high use features attract philanthropic investment when donors are invited to connect their names with meaningful community spaces.

In Johnston, Iowa, our Town Center project paired public investment in civic space with private development of adjacent retail and office uses. The civic heart of the project, designed and led by Confluence, included a plaza with a splash pad and ice rink that became the anchor for new private activity. This demonstrates how public improvements can generate private development and long-term economic return.

Closer to home, Utah has several relevant precedents. The Gallivan Center in Salt Lake City combines public investment in infrastructure with ongoing private sponsorships for concerts, festivals, and seasonal skating. Thanksgiving Point in Lehi shows how philanthropy and sponsorship can fund major features and programming. Provo's Center Street demonstrates how local businesses can directly support farmers markets, music nights, and holiday events.

These examples can be tailored to Heber's size and culture. Donor supported features, corporate sponsorships, nearby private development, and participation from civic organizations and local businesses all provide practical ways to reduce costs. By aligning these strategies with community values, Heber City can ensure that Trailhead Plaza is financially sustainable while remaining rooted in local ownership and pride.

16. CONFLUENCE AND ENSIGN ENGINEERING

Civil engineering is essential to Trailhead Plaza. Grading, utilities, and drainage form the backbone of the site, and if they are not carefully planned the project cannot succeed. Our partner, Ensign Engineering, brings deep expertise in these systems along with years of municipal experience throughout the Wasatch Front. Their role will be to ensure that the plaza functions reliably, is cost effective to build, and meets state and local requirements.

Ensign Engineering's portfolio demonstrates their strength in civic, cultural, and recreation projects across Utah. At the Hale Centre Theatre in Sandy, they provided site design and survey services for the building along with civil and structural design for the outdoor water features. At the Cottonwood Heights Municipal Center, they helped transform a 4.77-acre site into a civic hub with offices, meeting rooms, a multipurpose room, and public safety facilities, creating a true community gathering place at the base of Cottonwood Canyons. At Centennial Park in Syracuse, Ensign delivered the civil and survey services for the ISLAND Splash Pad, integrating branching streams, fountains, waterfalls, canyons, shade structures, restrooms, and full ADA accessibility. At Pioneer Park in Kaysville, Ensign supported the redevelopment of one of the city's most important community recreation spaces. Civil and survey services helped bring to life a park widely praised for its spacious layout, inclusive play structures, shaded gathering areas, and walking paths that invite activity for all ages.

These projects demonstrate Ensign's proven ability to support high-profile civic, cultural, and recreation work that balances technical systems with design quality. Each project required precise civil solutions, careful coordination with architects and owners, and sensitivity to cost, aesthetics, and long-term operations.

What makes this project different is that civil engineering is not the whole story. We do not want to risk producing a project that functions but does not inspire. A landscape architect brings the integration of systems, design quality, and public life that make a plaza succeed. A plaza is not only about how water drains or where utilities run. It is about how those systems connect to architecture, environment, paving, planting, and people. That is where landscape architects come in. Our profession is trained to integrate engineering precision with design quality and community use. We understand how to shape grading so it moves water while also creating accessible circulation and comfortable spaces. We coordinate utilities so they are functional and maintainable, but also invisible within the public realm. We weave stormwater, horticulture, shade, circulation, and sustainability together so that every system contributes to a place people want to be.

Our leadership role ensures that civil, architecture, and specialty consultants do not operate in isolation but as one team. Since 2022 we have partnered with Ensign on civic projects, building a collaborative relationship based on trust and accountability. Together we set performance criteria, test alternatives, and find solutions that balance technical need with aesthetics and cost.

By having landscape architects lead the team, Heber City gains the assurance that civil engineering is fully integrated into a cohesive vision. The result will be a plaza that is technically sound, beautiful, cost effective, and true to the community's values.

AFFIRMATION STATEMENT

Confluence affirms that we will comply with Section III.D.d of the initial Request for Qualifications when requested to do so by Heber City, including providing all required documentation and information in the form and at the time specified by the City.

GSBS PRIMARY CONTACT:

JESSE ALLEN, AIA, ASLA

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SALT LAKE CITY, UT 84101

HEBER CITY'S TRAILHEAD PLAZA DESIGN

Request for Qualifications

August 28, 2025

GSBS ARCHITECTS

August 28, 2025

To the Heber City Selection Committee:

The Trailhead Plaza is an extraordinary opportunity to strengthen Heber City's identity as a vibrant, year-round destination and economic anchor for the Wasatch Back. The City is investing in more than a park; you're building a civic centerpiece that can drive local business, support community gathering, elevate Heber City's visibility, and offer a lasting amenity for residents, visitors, and even future Olympic crowds.

Understanding Heber City's Context

We have worked on the Wasatch Back for the Wasatch County School District, Summit County, Park City, and for you—Heber City—each time leading a comprehensive and representative community engagement process. We know your involved community and look forward to working with them again. We also understand the complex pressures you face as leaders—balancing growth with preservation, and vision with budget. Heber needs more than just architecture and landscape design. The project will benefit from a truly interdisciplinary team that understands how places function economically, socially, historically, and experientially.

GSBS is such an interdisciplinary firm—the only design firm in the region that brings together, under one roof: Architecture; Landscape Architecture; Urban Design; Economic Planning; Community Engagement; and Experiential Graphic Design. This collaborative team has worked together to help communities across Utah reimagine public spaces into thriving community destinations that draw both residents and visitors, stimulate local business, and celebrate local character. From Salt Lake City's Farmer's Market Plan, to Downtown Daybreak and Herriman Towne Center, to the St. George Town Square, we help clients like Heber City create beloved public places.

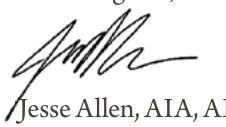
What Makes This Project Special

The word "Trailhead" speaks to connection. The Plaza brings people, stories, and routines together—linking neighborhoods to downtown, weekdays to weekends, and everyday moments to signature celebrations. Our role is not to start over, but to build on the planning and visioning work you've already done, translating that foundation into a welcoming, easy-to-navigate public realm that feels distinctly Heber and works in every season. The result will be a central civic place people choose as their starting point—and their return point—while strengthening Main Street, belonging, and civic pride.

Our Commitment to Collaboration and Excellence

GSBS brings deep bench strength and a culture of collaboration. Our quality control systems are tested and proven; our team is structured and available to deliver; and our work is grounded in community values and practical implementation. You'll see our commitment not only in our qualifications package, but in how we show up—in meetings, in design and documentation, and in the field. Thank you for considering GSBS for this vital project. We look forward to working together to bring Trailhead Plaza to life.

Warm regards,



Jesse Allen, AIA, ALSA
Principal in Charge | GSBS Architects

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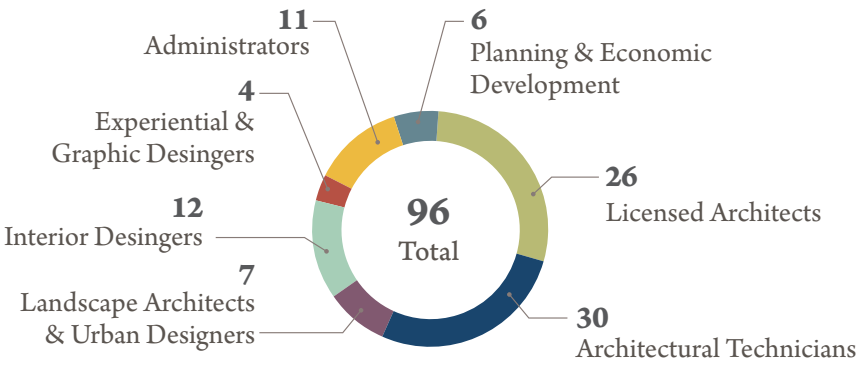
1. Company Information: **GSBS Architects**

Two Office Locations:

GSBS Headquarters:
375 West 200 South, Suite 100
Salt Lake City, UT | 84101
[50 minutes from site]

Fort Worth Office:
901 West Vickery Bldg. Suite 100
Fort Worth, TX | 76104



17 LEED® Accredited Professionals

2 WELL

SUSTAINABLE DESIGN:

3	13	19	6
LEED® Platinum	LEED® Gold	LEED® Silver	LEED® Certified

EST. **1978 - 2025** 47 years in business.

1975 1980 1985 1990 1995 2000 2005 2010 2015 2020 2025

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www. gsbsarchitects.com

GSBS is a Professional Corporation in the state of Utah in business since 1978.

Lead Architect/Principal in Charge, Jesse Allen accepts full responsibility for providing full architectural production and services as well as performance liability.

2. History of the Firm

Founded in 1978 as Brotherton/Gillies and officially adopting the GSBS Architects name in 2007, the firm operates as a C-Corporation with a five-member Board of Directors and a 19-member Shareholder Group. GSBS expanded with a Texas office in 1986 and has grown into an interdisciplinary design firm offering landscape architecture, planning, urban design, graphic/experiential design, architecture, and interiors. For nearly 50 years, GSBS has partnered with municipalities nationwide to create outdoor spaces tailored to community needs, leveraging its diverse expertise to deliver innovative and effective civic assets.

3. Statement of Arbitration, Litigation, Mediation or Dispute

GSBS was named as a defendant in a Wrongful Death Claim related to site improvements adjacent to a building that GSBS designed. GSBS specifically excluded the design of the site improvements from its agreement with the Owner of the project who provided their design under separate contract with a Civil Engineer. In 2022, GSBS Architects was found not liable for damages. GSBS has had no other claims in the past 10 years.

4. Statement of Disclosure

GSBS affirms that neither the firm nor its principals, employees, or proposed subconsultants have financial, contractual, professional, or personal interests creating a conflict of interest in providing services for the Heber City Trailhead Plaza project. No member of our firm is employed by, holds office with, or has been offered compensation from Heber City, and no conflicts are anticipated that would impair our independence or objectivity. Should any potential conflict arise during this procurement or subsequent contract, GSBS will promptly disclose it in writing to the City.

5. Insurance

GSBS Architects maintains comprehensive professional and general liability coverage through American Insurance & Investment Corp. Our policy provides coverage in accordance with industry standards, including general liability, professional liability, automobile liability, and workers' compensation. Coverage levels, deductible amounts per claim, and other policy details are fully documented in the Certificate of Insurance provided in the Forms section.

6. Contract Completion

GSBS Architects has never been removed from a contract nor failed to complete a contract as assigned.

JESSE ALLEN AIA, ASLA

Principal in Charge | GSBS Architects

Licenses & Registrations

Licensed Architect: Utah, NV, AZ, & TX
Licensed Landscape Architect: Utah

Education

Master of Architecture, University of Utah
Bachelor of Landscape Architecture,
Utah State University

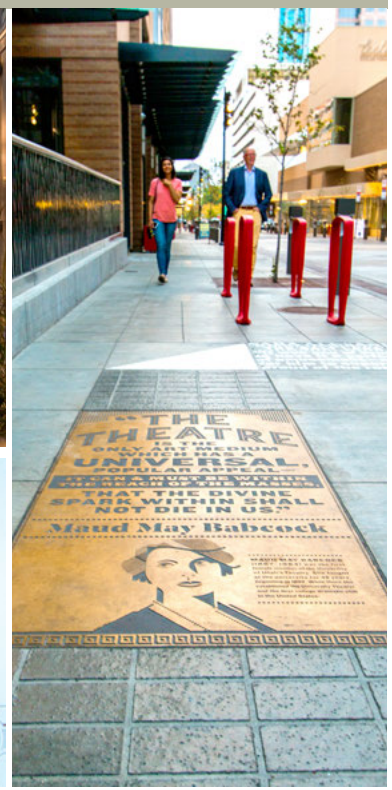
Jesse is licensed in both landscape architecture and architecture and consults on urban design with a focus on integrating the built and natural environments. He has played a key role in shaping some of our most complex and impactful public projects, including the redesign of the SLC Main Library Rooftop Plaza, the Japantown Concept Design, the Regent Street storytelling streetscape, and the Gallivan Plaza 20-Year Masterplan. Collaborative and inclusive by nature, Jesse excels at building consensus among diverse stakeholder groups, helping these projects strengthen the connections between nature, the city, and the people.

Project Experience

+ Gallivan Plaza 20-year Master Plan
+ Gallivan Plaza Event Building Remodel and Grand Stair Replacement
+ Japantown Design Guidelines & Street Development (Winner, APA Utah Beehive Award of Excellence)
+ Salt Lake City Main Library Rooftop Garden & Plaza
+ Pioneer Park Public Market Feasibility Study
+ McCarthy Plaza Redesign
+ Wasatch Community Gardens Campus
+ Herriman City Hall & Towne Center
+ Murray City Hall and Public Plaza
+ Price Family Amphitheatre at the UofU Theatre Arts Building
+ Heber City Public Safety Building
+ Park City Main Street Plaza Concept
+ SLC Public Market and Farmers Market Studies

WORKLOAD: University of Utah Price Computing and Engineering Building, Summit County Municipal Buildings, Salt Lake City Farmers Market Site Studies

PROJECT HIGHLIGHT | REGENT STREET IMPROVEMENTS



Project Description

Regent Street is a transformative 50,000 SF urban street redevelopment in downtown Salt Lake City's Cultural Arts District. Designed as a shared street for both pedestrians and vehicles, it connects City Creek Center and Gallivan Plaza while serving as the front door to the Eccles Theater and surrounding restaurants, offices, and entertainment uses. GSBS led a collaborative design process with input from city facilities management, developers, arts organizations, and the local community. The result is a vibrant, flexible space that blends urban design, landscape architecture, and essential utility infrastructure. Historic references, such as a paving "press sheet" recalling the block's newspaper printing past, and rich cultural history, to enrich the visitor experience. Without curbs, the street prioritizes walkability while accommodating theater deliveries and service access. Now an signature public asset, Regent Street serves as both a cultural gateway and a gathering place for diverse users.

JASON FOSTER RA

Public Market Advisor/Urban Designer
GSBS Architects

Licenses & Registrations
Licensed Architect: Utah

Education
Master of Architecture, University of Utah

Jason has a knack for turning overlooked areas into vibrant, place-based community assets that spur economic growth. With over three decades of architectural and community development experience, he will serve as Public Market Advisor for Heber City's Trailhead Plaza, shaping a year-round market: curating vendor mix, defining stall and utility needs, and aligning operations, governance, and programming with local businesses. He brings a practitioner's perspective from reimagining the Pioneer Park Public Market and from leading catalytic, incremental projects in Salt Lake City's Central 9th District—work that transformed a pass-through area into a destination through community partnerships and proof-of-concept activation.

Project Experience

+ Downtown Daybreak Community Pavillion & Plaza
+ Downtown Daybreak Moena Cafe
+ Central 9th Community Development & Improvements
+ Pioneer Park Public Market Building Study
+ Salt Lake City Mead Up Plaza
+ Salt Lake City Rio Grande Public Market Strategy
+ 9-Line & Central 9th Neighborhood Street Improvements (Advisor)
+ S-Line Extension & Terminus
+ Jordan Commons

WORKLOAD: Live Nation Ampitheater Remodel, Headquarters for the Organizing Committe for the 2034 Winter Olympics in Salt Lake City

PROJECT HIGHLIGHT | PIONEER PARK PUBLIC MARKET

Project Description

GSBS developed the concept design for a 20,000 SF public market and community event building on the south side of Pioneer Park. Envisioned as a vibrant community hub in the heart of downtown, the project builds on the success of the long-established farmers market held in the park. Designed to integrate food, culture, and public life, the marketplace will serve both residents and visitors through a dynamic mix of vendors, events, and gathering spaces. For more than a decade, GSBS has partnered with the Urban Food Connection of Utah and the Downtown Alliance, completing multiple public and farmers market studies. This involvement provides a strong foundation for creating a market that supports local farmers and artisans, expands opportunities for small businesses, and enhances community access to healthy food. Informed by insights from national and international precedents, the Pioneer Park Public Market is positioned to catalyze economic growth and transform Pioneer Park into a year-round civic destination.

BEN RODES PLA, ASLA

Project Manager/Landscape Architect
GSBS Architects

Licenses & Registrations
Licensed Landscape Architect: Utah

Education
Bachelor of Architecture, University of Idaho

As Project Manager, Ben oversees the planning, design, and delivery of projects from concept through construction, ensuring client expectations, quality standards, budgets, and schedules are met. Passionate about inclusive design, he creates functional, inviting spaces that respond to context and user needs, welcoming people of all ages and abilities. With expertise in landscape architecture, master planning, and urban design, Ben believes thoughtful public spaces strengthen communities, enhance resilience, and contribute meaningfully to civic life.

Project Experience

+ Project Manager of Farmington Historic Tom Owens Park Master Plan
+ Project Manager of Japantown Design Guidelines & Street Development (Winner, APA Utah Beehive Award of Excellence)
+ Gallivan Plaza 20-year Master Plan
+ Allen Park Adaptive Reuse Master Plan
+ Murray City Hall & Public Plaza
+ Murray City Hanauer Street Water-wise Streetscape Design
+ Wilshire Park Renovations
+ Highland Park at Daybreak
+ WSU, McKay Education Building, Children's School Playground
+ UofU, Price Computing & Engineering Building and Student Plazas
+ Wasatch Community Gardens Campus
+ Sandy City Parks, Recreation and Trails Master Plan

WORKLOAD: DPS Evidence Warehouse, GSL Electric Campus, Japantown Street Development

PROJECT HIGHLIGHT | SALT LAKE CITY MAIN LIBRARY ROOFTOP PLAZA

Project Description

This project transformed a leaking rooftop terrace into a vibrant public park and civic destination. Originally prompted by water damage, the project began with an analysis of existing conditions and development of a repair plan. As the scope expanded, the City embraced a rooftop garden redesign shaped by input from Library staff and community stakeholders. The reimagined roof now features accessible walkways, amphitheater seating, shaded gathering areas, and flexible spaces that support intergenerational use and varied activities. Sustainability and education are central to the design, with pollinator gardens, native plantings, low-flow irrigation, a tray-based green roof system, and a dedicated bee hive demonstration. Durable materials and thoughtful detailing honor the library's architectural legacy while enhancing safety, accessibility, and community life. With sweeping views connecting visitors to the surrounding landscape, the rooftop enriches downtown Salt Lake City.

CHRISTINE RICHMAN AICP

Community Engagement/Planning Director | GSBS Architects

Licenses & Registrations
AICP Certification

Education
Master of Business Administration, University of Utah

Christine brings extensive experience guiding community-driven engagement and planning efforts, helping projects align with local goals and city guidelines. She excels at working with stakeholders to understand unique priorities and challenges, using collaborative, data-driven approaches to shape meaningful places. Christine provides strategic oversight, builds consensus, and integrates community input with planning insights to support the continuing development of a vibrant public space that reflects Heber's vision.

Project Experience

+ Farmington Historic Tom Owens Park Master Plan
+ Regent Street Improvements
+ Daybreak Downtown Redevelopment Area Funding
+ Sandy City General Plan Update & 11 Small Area Plans
+ Allen Park Adaptive Reuse Master Plan
+ Gallivan Plaza 20-Year Master Plan
+ Farmington Station Area Plan
+ Murray & Millcreek Station Area Plan
+ South Salt Lake General Plan Update
+ Sandy Parks, Recreation & Trails Master Plan Update
+ Cottonwood Heights General Plan
+ Salt Lake Community College Campus Wayfinding Master Plan
+ Salt Lake City Ballpark Station Area Plan
+ Kearns Block (Historic Governor's Mansion) Master Plan

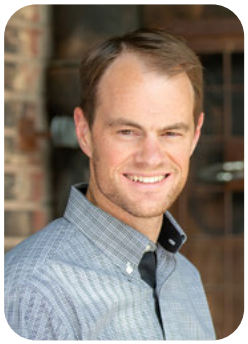
WORKLOAD: Kaysville City Center Master Plan, Hueco Tanks State Park Visitor and Cultural Center, Salt Lake County Water Conservation Element

PROJECT HIGHLIGHT | JAPANTOWN DESIGN GUIDELINES (Winner, APA Utah Beehive Award of Excellence)

Project Description

Once a vibrant hub for Salt Lake City's Japanese-American community, Japantown faced potential erasure amid downtown redevelopment. To preserve and celebrate its heritage, GSBS collaborated with the Salt Lake City RDA and the Japanese-American community to facilitate an inclusive and comprehensive community engagement process. The process centered on in-person visioning workshops and committee meetings that brought together residents, cultural leaders, and organizations to identify key design elements reflecting art, history, and cultural identity.

These gatherings provided a platform for sharing diverse perspectives, resulting in design elements such as traditional art, historical references, and community-driven aesthetics. Engagement also addressed concerns related to surrounding development impacts, including logistics for the Salt Palace, while ensuring space for cultural celebrations. The insights gained directly informed a thoughtful, community-centered plan that honors Japantown's past and secures its role in Salt Lake City's cultural landscape.



JEFF BOLINGER AIA, LEED AP

Project Architect | GSBS Architects

Licenses & Registrations
Licensed Architect: Utah

Education
Master of Architecture, University of Oregon

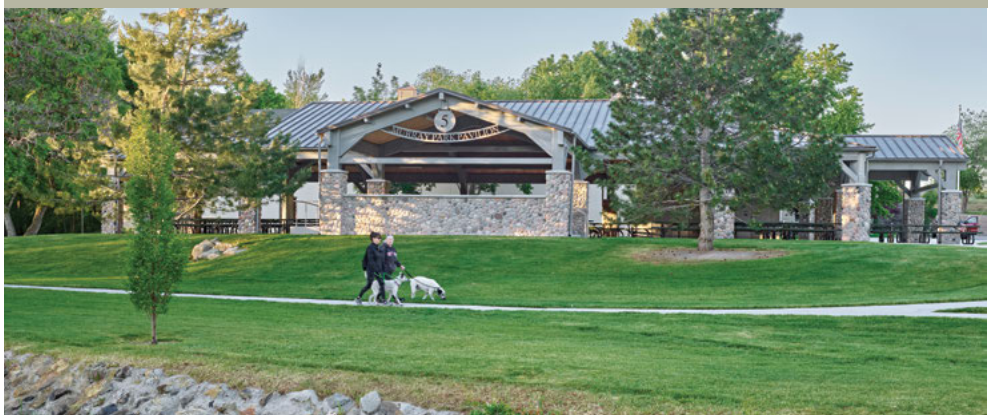
For Jeff Bolinger, architectural design is about far more than form, line, and surface—it's about how people feel and function within a space. Inspired by efficiency and driven by purpose, Jeff believes the heart of architecture lies in crafting environments that improve quality of life. With an advanced certificate in ecological design, he integrates sustainable strategies into every project. As Project Architect, Jeff will help shape buildings that fit Heber City's character—in scale, materials, and detailing—reinforcing Trailhead Plaza as a vibrant, welcoming community destination.

Project Experience

+ Pioneer Park Public Market Building Study
+ Heber City Public Safety Building
+ Gallivan Plaza Grand Stair Replacement
+ Kearns Athlete Training Center & Public Plaza
+ Weber Basin Water Conservancy District Water Efficiency Research Center
+ Herriman City Hall & Towne Center
+ McCarthy Plaza Redesign
+ Utah Olympic Oval NHL Practice Facility
+ Summit County Sheriff and Attorney Office Expansion
+ SLC Airport Glycol Plant and Wildlife Services Building
+ Salt Lake County Taylorsville Library Entry Addition
+ Salt Lake County Holladay Library Planning

WORKLOAD: Summit County Services TI, Summit County Sheriff & Attorney Office Expansion, Taylorsville Library Addition

PROJECT HIGHLIGHT | MURRAY CITY PARK IMPROVEMENTS



Project Description

Since 2007, GSBS Architects has partnered with Murray City on the multi-phase renovation of its largest community park, enhancing usability, sustainability, and overall appeal. Working closely with the City, our team prioritized upgrades based on available funding and evolving community needs, replacing outdated infrastructure and reimagining key areas of the park over time. Improvements included three new restroom buildings, three large custom pavilions, six shade structures, comprehensive site grading and drainage, lighting, utility coordination, and new site furnishings. Several acres of parkland were reconfigured to create more vibrant open space, including the transformation of a former asphalt and concession area into usable green space. Each phase required careful budget management and construction coordination to ensure the park remained open and accessible throughout the process.

HERRIMAN TOWNE CENTER

Herriman, Utah

Herriman Towne Center was envisioned as the civic and cultural heart of the community, designed to strengthen civic life, support retail activity, and host year-round programming. Planned with the new City Hall, the project transformed an early mixed-use concept into a vibrant gathering place that attracts visitors and provides flexible venues for events and recreation.

GSBS collaborated with City leadership to respond to community input regarding the amenities that balance constructability with the City's goals, including a splash pad, amphitheater, open lawn, and an innovative ice ribbon that operates as a fire-lit plaza in winter and a water-play feature in summer.

The Towne Center was developed in three phases: establishing City Hall and streetscapes, building the central park with major amenities, and completing performance and play areas. This phased approach balanced budget, construction, and community use, resulting in a civic hub that reflects Herriman's identity and supports year-round cultural and civic life.

Planning & Community Engagement: July 2015 - March 2016

Construction: July 2015 - Sept. 2016

Original/Final Budget: $8,700,000/$8,700,000

Delivery Method: CM/GC

Reference:
Justun Edwards, Director of Public Works
Herriman City, UT
Ph: 801.446.5323 **E:** jedwards@herriman.org

HISTORIC TOM OWENS PARK

Farmington, Utah

GSBS Architects partnered with Farmington City to create a master plan for Tom Owens Park, a 9.7-acre site at the heart of the community with deep cultural and historic significance. The vision both celebrates the site's history and introduces amenities that serve the community today and into the future.

Community engagement was central to the planning process. GSBS led both in-person and virtual opportunities for residents to share input, from open house events to storytelling sessions that captured personal memories tied to the site. This approach created accessible and meaningful ways for the community to shape the park's future.

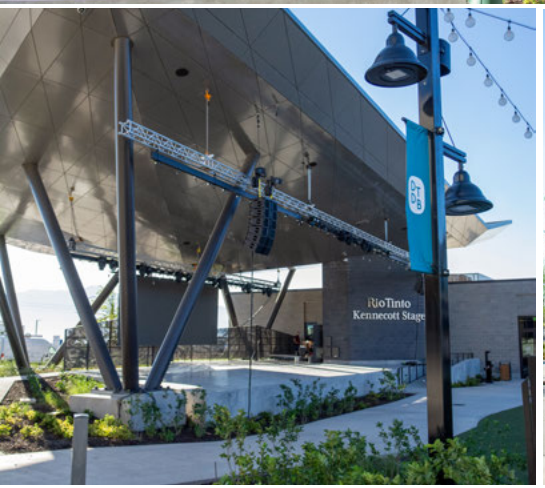
The resulting plan preserves historic structures while introducing flexible gathering spaces, a heritage plaza, and a market green. Ecological restoration strategies were also incorporated to restore habitat, improve performance, and support long-term resilience. The plan positions Tom Owens Park as a community anchor that blends history, ecology, and contemporary design.

Planning & Community Engagement: October 2023 - December 2024

Original/Final Budget: N/A

Delivery Method: N/A

Reference:
Brigham Mellor, City Manager
Farmington, UT
Ph: 801.939.9224 | **E:** bmellor@farmington.utah.gov



DOWNTOWN DAYBREAK

Daybreak, Utah

In Downtown Daybreak, Atlas—now part of GSBS Architects—designed the central plaza as an outdoor "living room" and year-round destination at the heart of the development near the new Ballpark. Framed by mixed-use office and retail buildings with active ground floors, the plaza stays lively from morning to evening. A community pavilion anchors the space, serving as both a gateway and a gathering point, offering shade in summer, shelter in cooler months, and a festive backdrop for seasonal programming.

The design incorporates power, lighting, and service infrastructure to accommodate a wide variety of events, from concerts and markets to game-day gatherings. In winter, the plaza transforms into an ice-skating venue and holiday hub, further reinforcing its role as a flexible, all-season civic space. Together, the plaza and its supporting structures concentrate foot traffic, bolster adjacent businesses, and create a downtown centerpiece that is equally compelling in July or January.

Design: October 2023 - February 2024

Construction: May 2024 - July 2025
(Occupied in July with construction close-out est. Sept. 2025)

Original/Final Budget: Confidential

Delivery Method: Design/Bid/Build

Reference:
Matt Blocker, Commercial Development Project Manager
Larry H. Miller Real Estate
Ph: 909.771.1487 | E: matthew.blocker@lhm.com

GALLIVAN PLAZA 20-YEAR MASTER PLAN

Salt Lake City, Utah

Located in the heart of Salt Lake City, Gallivan Plaza has long been a civic anchor and cultural hub. GSBS Architects led a 20-year master plan for the 3.5-acre plaza that builds on its strengths—preserving what people love while expanding its flexibility for year-round marquee events and everyday use. The plan enhances infrastructure for concerts, markets, skating, and seasonal activations while preserving access for daily use.

Key recommendations include expanding the ice rink, introducing a splash pad and playground, improving food and beverage offerings, and adding amenities like lighting, shade, and seating to activate edges and underutilized areas.

Extensive stakeholder engagement shaped the vision, identifying strategies to strengthen Gallivan's role as a downtown gathering place while accommodating up to 8,000 eventgoers. The plan also incorporates phased improvements, sustainability goals, and operational strategies, positioning Gallivan Plaza as a vibrant public space that adapts to evolving community needs and downtown growth.

Planning & Community Engagement: September 2023 - October 2024

Original/Final Budget: N/A

Delivery Method: N/A
(Construction timing and budget TBD)

Reference:
Lucas Goodrich
Gallivan Executive Director
Ph: 801.535.7101 | **E:** *lucas.goodrich@slc.gov*

Natural Histoy Museum of Utah

Central 9th

Utah Olympic Oval

STATEMENT OF EXPERIENCE & QUALIFICATIONS

Our team understands that success in a project such as Trailhead Plaza is measured not only by design quality, but by how effectively diverse partners, agencies, and stakeholders are carried through a shared vision into design and construction delivery. GSBS Architects has a proven record of leading multi-disciplinary teams—architects, engineers, planners, landscape architects, and branding specialists—through every phase of design and construction. We excel at coordinating complex efforts across public and private entities so that design intent, technical execution, and community goals align seamlessly to deliver civic spaces that are visionary and buildable.

As Lead Architect for projects including Gallivan Plaza, Regent Street, Olympic Legacy Plaza, Central 9th, and Japantown, we have guided multi-phase efforts requiring layered engagement, careful phasing, and close collaboration with CM/GC contractors. These projects show our ability to lead with clarity, integrate diverse input, and deliver spaces that become cultural and economic anchors for their communities. GSBS will bring this same leadership to Heber City—uniting technical expertise, stakeholder collaboration, and phased construction management to ensure Trailhead Plaza fulfills its promise as a downtown landmark and year-round destination.

We also understand the City's expectations for trust, transparency, and accountability. Our past work shows our ability to phase construction to minimize disruption, align scope, cost, and schedule with CM/GC partners, and keep governing bodies and the public engaged at every milestone. This approach parallels Heber City's needs for Trailhead Plaza, where success will depend on refining the Roger Brooks Plan, advancing design through multiple phases, and coordinating among City staff, Council, consultants, and community members.

Certifications & Recognitions

GSBS is recognized for advancing sustainable design and civic architecture. Highlights include:

+ 44 LEED-certified projects, including Platinum and Gold facilities
+ Member of the U.S. Green Building Council since 1999
+ Signatory to the AIA 2030 Commitment
+ 90+ design awards from AIA, IIDA, ASLA, and others
+ Two AIA Fellows
+ APA Beehive Award for planning excellence
+ AIA Historic Preservation Award

These recognitions are reflected in projects such as the Utah Olympic Speed Skating Oval, the nation's first net-zero Public Safety Building, and the Japantown Design Guidelines, winner of the APA Utah Beehive Award of Excellence.

Innovations & Technical Standards

GSBS employs systems that reduce risk and elevate quality. Early engagement with Authorities Having Jurisdiction resolves challenges, while Standards and Graphic Design Committees promote documentation consistency. Iterative reviews, constructability checks, and multiple reviewer perspectives minimize change orders and maintain schedule certainty. Collaborative tools like BIM, Miro, and Newforma streamline coordination with consultants and contractors, delivering efficient and compliant results.

Herriman Towne Center

1. Project Understanding

GSBS understands that Heber City envisions Trailhead Plaza as a downtown civic landmark—an everyday gathering place and a catalyst for community life and the local economy. As the Roger Brooks plan states, "Heber City is the Heart of the Wasatch Back," and Trailhead Plaza is poised to be the heart of Heber.

The City's scope calls for a landmark that integrates economic development, community gathering, and recreation. We will balance open space and built elements and program amenities—retail opportunities, restrooms, shade structures, and community areas. Equally important, this project will strengthen Heber City's identity, welcome residents and visitors, and deliver long-term value that supports quality of life and local economic vitality.

We will advance the project within the established planning framework. Our role is to build on that foundation by refining program elements into a cohesive, constructible design. We will work with the City, stakeholders, and the community to confirm priorities, right-size components, and align every decision with goals for placemaking, economic impact, and community pride.

Project Approach
To structure the work, GSBS will follow the four phases outlined in the RFQ.

Phase 1 – Input
Meet with stakeholders, refine the program, and update the plan based on community priorities and the established framework.

Phase 2 – Design
Advance schematic design and design development, create a phasing plan, and collaborate closely with the CM/GC to support constructability and cost alignment.

Phase 3 – Document Generation
Deliver complete construction documents that clearly translate the vision into buildable form while aligning with the project budget.

Phase 4 – Optional Services
GSBS can provide the services listed in this section of the RFQ.

CM/GC Selection
We have a strong record with the CM/GC model and view the contractor as a core team member. Our experience— including the Regent Street Improvement Project and Herriman Towne Center—allows us to contribute meaningfully to selection criteria and identify a qualified, dependable partner. We leverage design–construction integration to maximize value in four areas:

1. **Design insights:** Systems knowledge, bidding trends, and local trade expertise inform design decisions.
2. **Constructability:** Contractor input during design improves details, documentation, and logistics.
3. **Cost certainty:** Proactive, iterative cost tracking and Target Value Design throughout design and documentation.
4. **Schedule optimization:** Innovations in systems and processes that support phasing, operations, and overall schedule goals.

Construction Administration (CA) Services
GSBS provides CA on nearly all projects. Team continuity from earlier phases carries into the field, enabling efficient, informed decisions. Through proactive coordination, timely responses, and thorough verification of materials, systems, and finishes, we safeguard quality, performance, and aesthetics—reducing costly changes and protecting design intent.

Grant Identification and Acquisition Assistance (if needed)
We can help the City identify funding sources and prepare supporting materials—graphics, draft narratives, cost estimates, and demographic data—to aid the City's grant applications and funding efforts.

Post-construction Services
We provide record drawings that reflect as-built conditions, post-occupancy evaluations to gather performance and user feedback, and scheduled warranty walk-throughs to address issues before warranties expire—supporting long-term functionality, satisfaction, and value.

2. Fit, Qualifications & Approach

GSBS has been preparing for a project like this for 48 years. From the start, we built an interdisciplinary practice to deliver more than architecture—work that balances placemaking, economic vitality, community outreach, and cultural context. That foundation fits Trailhead Plaza: not a simple park improvement, but a destination that strengthens Heber's identity, supports local enterprise, and fosters lasting community pride.

Placemaking and urban design sit at the core of our approach. We create public spaces that are memorable, functional, and economically resilient. By integrating architecture, landscape architecture, urban design, and experiential graphic design, we reinforce local character with coordinated branding, wayfinding, and site elements rooted in community, history, and setting. Our in-house historic architecture expertise will help align materials, massing, and details with the downtown fabric and the City's design guidance (as we did on the Heber Public Safety Building), so the Plaza feels authentically "Heber" on day one.

We pair design excellence with clear-eyed economics. Our planning team uses market and GIS analysis to right-size the amenity and retail mix, draw visitors into the commercial core, and support Main Street year-round. Experience with the Heber Public Safety Building also informs our understanding of downtown operations—

West Valley City Promenade

access, safety, event logistics, and civic presence—so the Plaza performs well in daily use and during peak activity.

Equally important, our engagement is inclusive and accessible. We combine on-site workshops, pop-ups, and virtual tools, and we reach out to underserved groups to build trust and community ownership. The result is a vision that grows from Heber's residents and stakeholders and translates cleanly into coordinated, buildable documents.

GSBS Architects brings a single, integrated team—historic insight, economic and GIS analysis, inclusive landscape and dark-sky strategies, public-realm design, and experiential graphics—working in concert to deliver a civic place that is distinctly Heber. We will translate the City's goals into a cohesive, constructible, and durable Plaza that elevates identity, strengthens Main Street, and creates long-term community value.

3. Delivering Iconic Community Venues

The Olympic Oval began with a single, measurable vision—"The World's Fastest Ice." That standard aligned athletes, coaches, community leaders, and designers, and it governed every choice—structural system, mechanical system, air volume, and facility layout—by one test: does this make the ice faster? The clarity drove innovation, kept stakeholders united, and produced a world-class venue that still sets records and inspires its users.

That story captures GSBS's design philosophy: start with a strong, shared vision, translate it into clear guiding principles, and use them to steer decisions from concept through operations. Through collaborative engagement, we deliver places that are functional, enduring, and true to community aspirations.
For the Heber Trailhead Park project, we will build on the work already done, establish a

Herriman Towne Center

clear vision, and convert that vision into design moves that maximize community value and economic impact. The goal is a destination that supports local businesses, attracts visitors, strengthens quality of life, and becomes a lasting source of pride for Heber City—a true piece of placemaking, not just an open space.

4. Capacity & Availability

GSBS pursues work only when we can fully staff and service it. The staff we have assigned are excited about and fully committed to the Trailhead Plaza project. Resumes state each personnel's current and projected workload and you'll see we are not overloaded. Because effort varies by phase, we scale hours around milestones to keep decisions moving and deliverables on schedule. Behind the core team, GSBS's 96 professionals provide depth—we actively manage workload firmwide so we can add focused support when needed without losing continuity. Our consultant partners have a long, trusted history with us; they respond quickly, coordinate closely, and match our standards. For Heber City, that means a right-sized team on day one, surge capacity when needed, and steady, accessible service from concept through construction.

5. QA/QC Procedures

Quality Control / Quality Assurance (V.C.5)

GSBS integrates QA/QC across all phases—Input, Design, Document Generation, and (if selected) Optional Services—so the plaza is delivered as envisioned, compliant, and buildable in partnership with the City and the CM/GC.

1. **Define scope & acceptance criteria:** Phase-based deliverables, ADA/code/security aligned with City.
2. **Set QA/QC checkpoints:** Milestone reviews (Concept, SD, DD, CD) with documented checklists.
3. **Coordinate the full team:** Multidisciplinary + City/CMGC reviews to align intent, budget, constructability.
4. **Add fresh-eyes peer review:** Independent GSBS reviewers check clarity and conflicts at milestones.
5. **Track quality metrics:** Log/trend RFIs, submittals, addenda, and changes to catch patterns early.
6. **Correct quickly:** PM leads fixes; escalate to leadership when needed; document lessons.
7. **Close the loop:** Gather City/CMGC feedback; record actions; verify at next checkpoint.
8. **Continuously improve:** Post-milestone/closeout reviews feed into next phases and future work.

This QA/QC program is standard on every GSBS project and is how we produce clear, coordinated documents; reduce RFIs; and keep change orders fewer and less disruptive. It saves our clients time and money and supports schedule and budget control.

6. Sourcing Locally

GSBS prioritizes sourcing in the project vicinity as part of our firmwide sustainability approach. For Trailhead Plaza, we will leverage our Utah-based network—subconsultants, fabricators, landscape nurseries, and specialty installers in the Wasatch Back/Utah County region—and coordinate with the CM/GC to prequalify local vendors and align procurement. Local sourcing shortens lead times, reduces freight and embodied carbon, improves price stability, and matches materials and plant palettes to Heber's climate and year-round operations. In practice, this keeps decisions moving, strengthens schedule reliability, and provides quick, on-site support when the City needs it.

7. Public Safety & Sustainability

GSBS treats public safety as a top priority, integrated with placemaking and environmental performance for a year-round civic plaza. Our portfolio includes 70+ public-safety projects, discreet security enhancements at the Utah State Capitol, and security design guidelines with secure-entry remodels at 90+ schools—experience we translate to plazas through CPTED-informed planning (Crime

Prevention Through Environmental Design) These include clear and strategic sightlines, lighting, and wayfinding; event crowd-flow and emergency access; and context-sensitive vehicle-mitigation where warranted. In parallel, we apply water-wise planting and LID stormwater strategies, shade and heat-island reduction, dark-sky-friendly lighting, and a winter-operations lens addressing snow, ice, and freeze–thaw durability.

8. Value-Added Expertise

GSBS delivers civic places that work on multiple levels—daily comfort, event operations, identity, and economic performance—because the disciplines that shape them sit in-house and work as one team. Our bench includes experiential graphic design; planning and engagement with economic/development and GIS analysis; landscape architecture specializing in inclusive public-space design, dark-sky strategies, and sustainable site performance; urban design and placemaking; and a historic architecture specialist. For Trailhead Plaza in historic downtown Heber, that means one coordinated conversation from program to operations to character.

+ **Community engagement & activation:** Targeted workshops, pop-ups, and online tools that turn the Roger Brooks vision into clear choices and an annual activation calendar.
+ **Placemaking + wayfinding/branding:** Urban design integrated with intuitive wayfinding, trail/plaza mapping, and brand-aligned interpretive elements—coordinated with Downtown/C-3 guidance will make the plaza memorable.
+ **Economic & GIS analysis:** Catchment and demand mapping to validate users and right-size revenue-supporting amenities (e.g., Market Trail, Shops on Main) for long-term viability.
+ **All-season, sustainable landscape:** Inclusive public-realm design guided by best practices for sustainability, accessibility, and reliable year-round operations.
+ **Historic context & district coordination:** In-house historic architecture to align materials, massing, and details with the downtown fabric and design criteria.
+ **BIM-integrated site modeling & visualization:** Revit-based architecture and landscape architecture drawings to reduce conflicts and streamline updates, paired with clear visuals to support timely decision making.
+ **Grant identification support (if needed):** Assistance identifying funding sources and supporting the City's pursuit with appropriate graphics and materials.

9. Public Engagement

GSBS structures outreach to gather actionable input that directly shapes design and operations. We invite likely users—residents and visitors of all ages, property owners, businesses, nonprofits, and schools—and meet them where they are.

Phase 1 – Discover (current use and needs)
We will analyze Strava or Placer.ai data to understand activity patterns and visitor flows, launch a Social Pinpoint map for place-based comments, and host pop-ups at community events such as Heber Halloween Fest, Country Swing & Line Dancing at The Sycamore, and performances at The Ideal Playhouse.

Phase 2 – Co-Design (ideas and options)
We will present sketches, diagrams, and precedents to test alternatives; table at community touchpoints to gather feedback on tradeoffs; field a web survey focused on program and amenity details; and hold targeted small-group workshops for key user groups.

Phase 3 – Confirm (preferred concept)
We will publish a GIS StoryMap that threads early input to the final design, explains how the concept meets the vision, and shares sketches and renderings—providing a clear record for adoption, funding conversations, and future operations.

Murray City Hall Plaza

Herriman Towne Center

REFERENCES

Historic Tom Owens Park & Farmington Station Area Plan
Brigham Mellor, City Manager
Farmington City
Ph: 801-939-9224
E: bmellor@farmington.utah.gov

Salt Lake City Main Library Rooftop Garden & Plaza
Daniel Neville-Rehbehn
Assistant Director of Customer Experience
Ph: 801-322-8135
E: dneville-rehbehn@slcpl.org

Murray City Hall & Public Plaza
Jeff Martin, Facilities Manager
City of Murray
Ph: 801-264-2601
E: jmartin@murray.utah.gov

FORMS & ORGANIZATIONAL CHART

CERTIFICATION FORM:

Exhibit I
CERTIFICATION FORM

I, Kevin Miller being duly sworn, state that I am President & CEO of GSBS PC dba GSBS Architects and hereby duly certify that I have read and understand the information presented in the attached proposal and any enclosure and exhibits thereto.

I further certify that to the best of my knowledge the information given in response to the Request for Qualifications is full, complete, and truthful. I further certify that the submitting firm and any principal employee of the submitting firm has not, in the immediately preceding five (5) years, been convicted of any crime of moral turpitude or any felony offense, nor has had their professional license suspended, revoked or been subjected to disciplinary proceedings.

I further certify that the submitting firm has not, in the immediately preceding five (5) years, been suspended or debarred from contracting with any federal, state or local government agency, and further, that the submitting firm is not now under consideration for suspension or debarment from any such agency. I further certify that the submitting firm has not in the immediately preceding five (5) years been defaulted in any federal, state or local government agency contract and further, that the submitting firm is not now under any notice of intent to default on any such contract.

I acknowledge, agree and authorize, and certify that the proposer acknowledges, agrees and authorizes, that the City may, by means that either deems appropriate, determine the accuracy and truth of the information provided by the proposer and that the City may contact any individual or entity named in the RFQ response for the purpose of verifying the information supplied therein.

I acknowledge and agree that all of the information contained in the REF response is submitted for the express purpose of inducing the City to award a contract. I certify we have not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this contract and that we have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for us, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or the making of this contract.

I certify that any proposal we submit for this project shall be made without prior understanding, agreement, or connection with any corporation, firm, or person submitting or who will be submitting a separate proposal on the same project or for the same services, materials, labor, supplies, or equipment and is in all respects fair and without collusion or fraud. We understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. We agree to abide by all conditions of this solicitation. We certify that no person associated with our firm is a member of the City Council or employee of the City or holds any statewide elective or appointed office. We further certify that no person who holds any state-wide elective or appointed office or who is a member of the City Council or employee of the City has been paid or promised by the firm any compensation in connection with this procurement by the City.

A material false statement or omission made in conjunction with this proposal is sufficient cause for suspension or debarment from further contracts, or denial of rescission of any contract entered into based upon this proposal thereby precluding the firm from doing business with, or performing work for, the City. In addition, such false statement or omission may subject the person and entity making the proposal to criminal prosecution under the laws of the State of Utah.

Sworn and subscribed before me

This 21 day of August, 2025 Signature

NOTARY PUBLIC

My Commission Expires: 9/2/2026

FELISSIA LUDWIG
Notary Public State of Utah
My Commission Expires on:
September 02, 2026
Comm. Number: 726526

NOTARY SEAL

CERTIFICATE OF LIABILITY INSURANCE:

GSBSPCG-01 LANDERSON

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Lori Anderson
American Insurance & Investment Corp. 448 South 400 East Salt Lake City, UT 84111	PHONE (A/C, No, Ext): (801) 364-3434 642 FAX (A/C, No): (801) 355-5234 E-MAIL ADDRESS: Lori.Anderson@american-ins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Ins. Co.	30104
INSURER B : Hartford Insurance Company of Illinois	38288
INSURER C : XL Specialty Insurance Company	37885
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
GSBS PC, GSBS Architects
GSBS/Richman Consulting
375 W 200 S, Ste 100
Salt Lake City, UT 84101

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			34SBWAP1SG8	1/1/2025	1/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			34SBWAP1SG8	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			34SBWAP1SG8	1/1/2025	1/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A If yes, describe under DESCRIPTION OF OPERATIONS below			34WEGAP1ZME	1/1/2025	1/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Prof Liab-Claim Made			DPR5038975	2/4/2025	2/4/2026	Each Claim Limit	5,000,000
C	Retro Date 4/9/1978			DPR5038975	2/4/2025	2/4/2026	Aggregate Limit	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Insurance Verification Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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HEART OF THE WASATCH BACK

HEBER CITY

EST 1889

GSBS TEAM

Jesse Allen AIA, ASLA
Principal in Charge | GSBS Architects

Ben Rodes PLA, ASLA,
Project Manager/Landscape Architect | GSBS Architects

Christine Richman AICP
Community Engagement/Planning | GSBS Architects

Jason Foster RA
Public Market Advisor/Urban Designer | GSBS Architects

Jeff Bolinger AIA, LEED AP
Project Architect | GSBS Architects

GSBS SUPPORT

Landscape Architecture
Architecture
Experiential Graphic Design/Wayfinding
Interior Design
Sustainability Services

CONSULTANTS

Structural Engineer | BHB Engineers

Civil Engineer | McNeil Engineering

Mechanical Engineer | Spectrum Engineers

Electrical Engineer | Electrical Engineering & Lighting Design

Water Engineer | Water Design, Inc.

HEBER CITY'S TRAILHEAD PLAZA DESIGN

Stage 2 Questions & Answers

September 25, 2025

GSBS ARCHITECTS

Herriman Towne Center

1. Provide any updated information on your firm's proposed leadership team and firm's expanded team of sub-consultants.

Our Principal in Charge and Project Manager bring proven leadership, having successfully guided many projects together. Their ability to actively listen to and address stakeholder concerns while still navigating the details of design and construction ensures both process and outcomes remain aligned with community priorities. Backed by this leadership, our team contributes a broad range of expertise, from community transformation in Salt Lake's Central 9th neighborhood to higher level planning and economic impact analysis on several smaller communities in the state, allowing us to deliver projects that balance technical precision with meaningful community engagement.

Through all of these project experiences, we have developed a group of consultants that we know and trust to get the details right and provide you with the highest quality end product. Through our wide range of project experiences, we have built a trusted network of consultants who share our commitment to getting the details right and delivering the highest quality outcomes. From civil engineers who thoughtfully integrate new sites into their surrounding context, to electrical experts who design lighting that enhances the experience while ensuring safety, to specialty consultants who bring expertise in areas such as water and ice, we offer a full, collaborative team that ensures every aspect of the project is carefully considered—ultimately creating places that are safe, welcoming, and enjoyable for everyone.

GSBS In-house Disciplines:

• Landscape Architecture • Public Engagement • Planning • Architecture
• Interior Design • Economic Analysis • Public Market Design

2. Ensure your submittal clearly designates your sub-consultants, the roles they play in the design/construction process and relevant experience.

Trusted Engineering Partners:

Cody Williams, PE
Civil Engineer | **McNeil Engineering**

Education
BS, Mechanical Engineering, University of Utah

Licenses
Licensed Engineer: UT #8801997-2202

Project Experience
Herriman City Hall Interactive Water Feature and Splash Pad | St. George Main Street Plaza Interactive Water Feature | West Valley Promenade Urban Park | Casper City Splash Pad

Mansour Aghdasi, PE, LC
Electrical & Lighting Engineer | **EELD**

Education
BS, Electrical Engineering, University of Utah

Licenses
Licensed Engineer: UT #334543-2202

Project Experience
Zion Visitor Center Office & Exterior Lighting | Thanksgiving Point Pig Farm Exterior Lighting | Gallivan Plaza Remodel | Layton Kenley Plaza | Lions Park Renovation Exterior Lighting | Murray City Park Pavilions

Vinnie Figlioli III, PE
Mechanical Engineer | **Spectrum Engineers**

Education
BS, Mechanical Engineering, University of Utah

Licenses
Licensed Engineer: UT #8801997-2202

Project Experience
MTech Heber Valley | LHM DTDB Plaza Office Building, Community Building & Plaza | Summit County Skull Candy Building TI | Alta Community Enrichment Master Plan M&P Assessment | Deer Valley East Village Skier Services TI

Tom Anderson
Water Feature Designer | **Water Design**

Education
BS, Civil Engineering, University of Utah

Licenses
Licensing Engineer: Dave Johnson, PE UT #12617312-2202

Project Experience
Herriman City Hall Interactive Water Feature and Splash Pad | St. George Main Street Plaza Interactive Water Feature | West Valley Promenade Urban Park | Casper City Splash Pad

Chris Hofheins, SE
Structural Engineer | **BHB Engineers**

Education
MS, Civil Engineering, University of Utah

Licenses
Licensed Engineer: UT #323828-2203

Project Experience
Clearfield City Plaza | SL County Wardle Rields Regional Park | Gallivan Center Plaza Remodel | Wheeler Farm Outdoor Education Center | Heber Public Safety Building | Mountainland Heber Valley Campus

2. Ensure your submittal clearly designates your sub-consultants, the roles they play in the design/construction process and relevant experience.

The following table identifies our sub-consultants, their specific roles in the design and construction process, and the phases where they will be actively involved. This summary highlights how each team member's expertise will support the successful delivery of the project.

	Programming & Predesign	Schematic Design	Design Development	Construction Documents	Permitting	Bidding	Construction	Closeout
GSBS Architects								
Ben Rodes Project Management								
Landscape Architect								
Erika Chmielewski Public Engagement								
Christine Richman Economic Impact								
Jeff Bolinger Project Architect								
Jason Foster Retail & Public Market Design								
McNeil Engineering								
Survey								
Cody Williams Civil Engineer								
Electrical Engineering & Lighting Design								
Mansour Aghdasi Electrical Engineer Lighting Design								
Spectrum Engineers								
Vinnie Figlioli III Plumbing Design HVAC								
Water Design, Inc.								
Tom Anderson Ice & Water Design								

ACTIVELY INVOLVED ISOLATED TASKS TO KEEP THE PROJECT ON TRACK AVAILABLE AS NEEDED

Pioneer Park Public Market

3. Submit any additional information as to ascertain the firm's understanding of the project.

We understand that this project is more than the creation of a park—it is about reinforcing Heber's position as the premier destination in the Wasatch Back and raising its profile as we look ahead to the Winter Games. Building on the established concept, our role will be to align the design to the project budget, defining phases of implementation, and then carry it forward into clear, coordinated construction documents. In doing so, we see this effort as blending placemaking, economic strategy, and authentic design to deliver something far beyond "just another park." It is about strengthening the connection to historic Main Street, celebrating Heber's character, and shaping the city's future as a true destination.

How does a physical plaza achieve all of that? By offering flexible, everyday spaces that adapt to the rhythms of the community. It can host markets, festivals, and civic celebrations, yet still feel welcoming and comfortable the other 90% of the time. Walkways will be scaled for both large events and quiet evening strolls. Landscape features will reflect Heber's history, offering moments of discovery to share with family and friends. Shade and sun will be balanced to suit the local climate, and planting choices will highlight water-wise practices that honor the broader Utah landscape.

In short, this is about refining and implementing a concept that works at every scale—serving the daily life of Heber residents while also projecting an identity that draws visitors, supports the local economy, and ensures Heber stands out on the map.

4. Please include information about the firm's role in the CM/GC selection process.

GSBS has extensive experience leading the selection of Construction Manager/General Contractors (CM/GC) for a wide range of clients and project types. We have developed a proven template and process that Heber City can adopt or adapt to fit its specific needs.

Our recommended approach begins with a Stage 1 qualifications-based review to create a shortlist of three or four highly qualified CM/GC firms. In Stage 2, these shortlisted teams are evaluated in greater detail through proposals and interviews, focusing on project approach, relevant experience, team strength, and general conditions fee.

GSBS can lead this process from start to finish or tailor our involvement to the level of support Heber City prefers. Either way, we will ensure a clear, fair, and efficient selection that delivers the right CM/GC partner for the project.

Public Plaza at Murray City Hall

5. Describe your vision for differentiating the Heber City Trailhead Plaza from relevant nearby competing plazas, while remaining financially viable.

The true differentiator is location—this park must feel like it could only exist in Heber. The goal is not to create a museum or a generic attraction, but an authentic Heber experience. We don't recommend building a "Disneyland version" of somewhere else; instead, the focus should be on a genuine, place-specific space in downtown Heber that celebrates the city's identity.

Equally important is the financial side. Resources need to be directed toward the elements that will create the greatest impact. By establishing a clear vision and design guidelines from the outset, we can work with the community to define priorities early. This allows us to design spaces and features that consistently reinforce that vision.

When decision points arise—choosing one element over another—the guiding principle is simple: invest in the option that best supports the shared vision. As noted in Question #4, our approach is one of continuous cost management: designing the most impactful park possible within the budget, while ensuring every dollar aligns directly with Heber's vision.

6. Detail reasons why you are the best suited to deliver a quality project.

GSBS is best suited to deliver a quality product because our fundamentals are strong and proven. You'll have a single, accountable point of contact; a disciplined workplan with milestones and owner touchpoints; documented QA/QC; and active cost, schedule, and risk tracking from day one. We've done this before, and it shows—in clear drawings, responsive coordination, and projects that open smoothly. Please call our references; you'll hear that we are creative, engaged, passionate, organized, and fully vested in our clients' success.

Just as important, the team you're hiring is truly interdisciplinary—and in-house. Architecture, Landscape Architecture, Experiential Graphic Design/Wayfinding, Planning and Engagement, Public-market Strategy, Economic-impact Consulting, and Sustainability live under one roof, working together from concept through construction. That breadth isn't window dressing; it's why our places work: the plan, the brand, the operations, and the experience develop in concert, which elevates ordinary projects into memorable civic assets. This project is squarely in our wheelhouse, and our integrated model is built for it.

7. How can your designated project lead's leadership style help ensure a completed quality product.

As Project Lead, Ben Rodes combines a high level of design with practical, site-specific thinking. His extensive experience navigating complex, technical projects lets him focus on the details that matter—getting it right and delivering a best-in-class outcome for the client.

As Principal in Charge, Jesse Allen draws on dual licensure in landscape architecture and architecture to bring diverse stakeholders together. His collaborative style builds consensus across complex projects, ensuring community voices shape the outcome while keeping focus on quality and long-term value.

As Public Market Advisor, Jason Foster brings three decades of architectural and community development experience to create vibrant, place-based destinations. His leadership on projects like Pioneer Park Market and the Central 9th District shows his ability to align vendors, operations, and programming to deliver year-round economic and cultural vitality.

As Community Engagement & Planning Director, Christine Richman combines expertise in planning and economic development to align community priorities with market realities. She builds consensus, validates feasibility, and develops phased strategies that balance input and investment, ensuring Trailhead Plaza delivers both civic value and long-term financial sustainability.

As Project Architect, Jeff Bolinger blends efficiency, purpose, and human experience with a strong commitment to sustainability. With advanced training in ecological design, he ensures buildings reflect Heber's character in scale, material, and detail—creating architecture that reinforces Trailhead Plaza as a vibrant, welcoming destination.

We meet you where you are. Our role is to protect design intent, improve performance and constructability, align stakeholders and vendors, and bring the project to life on time, on budget, and to the high standard Heber deserves.

8. Detail your strategy for developing trusted relationships with Council, staff, and the public.

We recognize the need to build relationships and trust with the City Council, City staff, and public for a successful, community-led result. Specific strategies apply to each, but the overall focus will be open communication, transparency, and responsiveness.

With City Council

+ Provide clear, concise, and timely updates that respect Council's time while keeping them well-informed.
+ Present information with options and trade-offs, allowing Council to make decisions with confidence.
+ Demonstrate responsiveness by circling back to prior conversations, showing how Council direction has been integrated into project decisions.

By positioning ourselves as a reliable and transparent partner, we aim to support Council members as trusted representatives of their constituents.

With City Staff

+ Maintain open lines of communication, ensuring staff are never surprised by new developments.
+ Share draft materials and technical findings early to invite staff input before information goes public.
+ Respect staff expertise and workload by aligning our processes with theirs, working as an extension of their team rather than an outside consultant.

This collaborative approach strengthens staff's confidence in the process and ensures a smooth path to project delivery.

With the Public

+ Show residents how their feedback has been incorporated, so they see the value of participation.
+ Be honest about constraints and trade-offs, even when the answers are difficult.
+ Design engagement that is welcoming, accessible, and enjoyable so residents feel valued, not burdened, by involvement.

Trust is also strengthened through iterative engagement where the public can see how ideas evolve, and through a face-to-face presence that demonstrates our commitment to listening authentically.

Downtown Daybreak

PROJECT EXAMPLE

Ballpark NEXT Community Visioning

We applied this same philosophy during this community visioning process. The project began in a challenging climate: a prior design competition had stalled, leaving the community skeptical, and there were widespread misconceptions about future development. We addressed this by:

+ Spending extensive time listening to residents and acknowledging their concerns.
+ Building relationships with new and established community stewards who could help share accurate information from the "bottom up," complementing communication from City leaders.
+ Creating an environment where residents not only felt heard but also became advocates for the process themselves.

PROJECT EXAMPLE

Cottonwood Heights City Hall, Public Safety, and Public Plaza

In Cottonwood Heights, we worked with the City Council on the design of the new City Hall, Public Safety facilities, and Public Plaza. The Council wanted to be engaged in every design decision, so GSBS established a process of regular closed working sessions with the Council throughout the duration of the project. This approach:

+ Ensured Council had ownership and confidence in the design.
+ Allowed sensitive discussions about trade-offs to happen candidly, building a strong foundation of trust.
+ Created a collaborative environment where elected officials felt respected and fully included in decision-making.

PROJECT EXAMPLE

Summit County Services (Library, DMV, Council Chambers)

In Summit County, we worked with a large variety of personnel to design a county-wide facility, primarily focused on the county library, DMV, and council chambers. Since it was important to hear feedback and discussion with all stakeholders, we established a core group of representatives for each segment of the building, and met with them through a series of focused design meetings. Our strategy:

+ Communicated a clear understanding of goals and desired outcomes that the group agreed on.
+ Developed solution options with stakeholders, and engaged in sessions to iterate back and forth about those options.
+ Verified at each meeting that previous points of discussion were captured, allowing for trust to be established.

9. Detail your public outreach strategies for: Maximizing public involvement, Education and informing the public, and Gathering feedback from the public.

Core Engagement Objectives

+ Inform – Provide clear, accessible information so residents can engage with confidence.
+ Build Trust and Consensus – Demonstrate responsiveness by showing how input shapes decisions.
+ Keep it Fun and Interactive – Design creative, family-friendly, and enjoyable engagement experiences. Leaving participants with a positive impression that encourages future involvement.

Maximizing Public Involvement

Our outreach is designed to meet people where they are and uses a hybrid model of in-person and online engagement. We offer multiple touchpoints: pop-up workshops at community events, intercept surveys at local gathering spots, digital forums, and interactive mapping tools. This creates an inclusive process where residents feel heard, respected, and excited to be part of shaping Heber City's future.

Educating and Informing the Public

To build an informed community, we provide clear and accessible materials in multiple formats (visual boards, digital story maps, short videos, and FAQs) that thoroughly explain the project. By simplifying technical information and showing real-world examples, we help residents understand both opportunities and constraints, while empowering them to give meaningful feedback. This transparency fosters trust and sets realistic expectations about the project scope, phasing, and budget.

Gathering Feedback from the Public

Our approach to feedback is iterative and collaborative. We move forward on areas of consensus while refining and testing solutions for areas of disagreement. This process is repeated in multiple engagement rounds, ensuring residents can see their feedback reflected in project refinements. We also compare input across stakeholders, staff, and City Council to find common ground and build compromise where needed.

Eagle Mountain Engagement Graphics

Kearns Athlete Training Center at the Utah Olympic Speed Skating Oval

Utah Olympic Speed Skating Oval

Regent Street

10. How might you deal with a divided opinion on the plaza's design, both politically and publicly?

The design process for the 2002 Olympic Oval is one we reference often. It began with a single, clear vision: to create the "World's Fastest Ice." Everyone involved shared that goal, and every design decision was measured against it. If a choice came into question, the answer was simple—would it make the ice faster? That clarity ensured alignment and focus throughout the project. (BTW, our Oval is still the "World's Fastest Ice.")

We will take the same approach with Heber City by working with leadership and the community to first confirm the vision, goals, and objectives in your existing plaza plan and then developing a set of guideposts against which to measure decisions. This creates a clear path for design development based on the agreed-upon vision rather than personal preference or wavering opinion.

We know that details of "look and feel" can sometimes be the most challenging. On the Regent Street Improvement Project in downtown Salt Lake City, we established five design guideposts to shape the character and details. For example, by securing buy-in that the street should celebrate its history with the Tribune and Deseret News printing presses, it became easier to reach consensus on incorporating an abstracted "press ribbon" motif. That element wove through the street as patterns, quotes, and imagery—creating a design uniquely rooted in Regent Street's story.

When opinions are divided—whether politically or publicly—we return to the shared vision and goals established at the outset. By grounding design decisions in agreed-upon objectives, rather than personal preference, we create a framework that is transparent, fair, and defensible. Our role is to facilitate dialogue, show how each option aligns (or doesn't) with the vision, and help decision-makers and the public see the long-term value of those choices. This approach ensures the plaza reflects not just individual opinions, but a collective identity and purpose that Heber City can stand behind with pride.

11. Please identify the project you have designed that is most like Heber City's Trailhead Plaza

The project most comparable to Heber City's Trailhead Plaza is J. Lynn Crane Park at Herriman Towne Center, an $8 million, 4.8-acre civic gathering space designed by GSBS Architects as the cultural heart of Herriman City. Conceived as part of a larger downtown revitalization anchored by the new City Hall, the Towne Center was envisioned to be a year-round destination for residents and visitors. Its features include an amphitheater, a unique ice ribbon and splash pad combination that transitions between summer and winter programming, a History Walk interpreting civic and cultural stories, and open lawns and play areas that accommodate both large events and casual everyday use. The project was shaped through extensive public engagement to ensure it would become the true "center of life" in Herriman.

Why and How It Is Similar to Trailhead Plaza

This project closely parallels the vision for Heber City's Trailhead Plaza. Both initiatives are rooted in the desire to create a civic gathering place that catalyzes downtown activity, drives economic development, and strengthens community identity. Herriman's ice ribbon and splash pad offer year-round activation much like Heber's planned programming of 250 events annually. The amphitheater and flexible open spaces align with Heber's Majestic Lawn and Festival Street. Both projects sit adjacent to civic anchors and are intended to stimulate retail and restaurant vibrancy by drawing people into the heart of the city.

How Herriman Towne Center Prepared Us for Trailhead Plaza

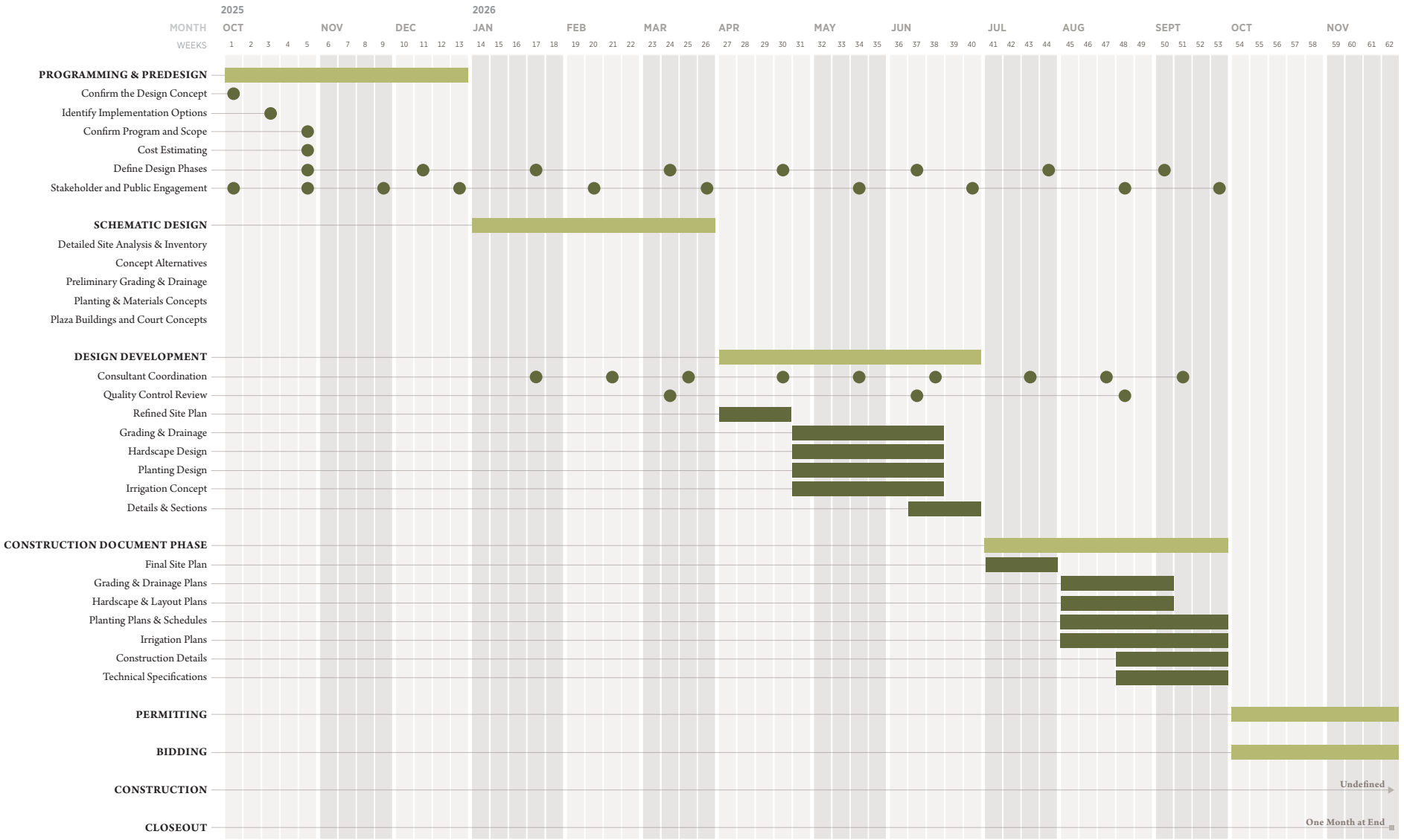
Designing the Towne Center prepared our team directly for Heber's Trailhead Plaza. In Herriman, we solved the complex challenge of integrating a splash pad and ice feature—systems that are normally incompatible—by inventing the "ice ribbon," a design solution that balanced constructability with year-round programming goals. We also learned the importance of close coordination among multiple disciplines, including architecture, landscape design, economic analysis, and wayfinding, while working in tandem with the CM/GC and city staff to maintain constructability and budget alignment. These experiences reflect the very qualities Heber City seeks in its design partner.

Lessons to Apply to Trailhead Plaza

From Herriman, we carry forward three key lessons that will guide our work on Trailhead Plaza. First, phased implementation must always maintain a cohesive identity; even early elements should feel like part of a unified whole. Second, year-round flexibility is essential; designing spaces and features that evolve with seasons ensures lasting vitality. Finally, robust public engagement builds community ownership, and as in Herriman, we will ensure that the people of Heber help shape a plaza that reflects their unique character while attracting visitors and investment.

In short, the Herriman Towne Center project has prepared our team with the technical expertise, collaborative approach, and creative problem-solving needed to bring Heber City's Trailhead Plaza to life as the thriving, iconic hub envisioned in the community's plan.

12. Please submit a draft Ghantt Chart for the project.



13. Please demonstrate how you will keep the project on scope, budget and time.

Managing the Heber City Trailhead Plaza's scope, schedule, and budget involves a comprehensive and proactive approach rooted in clear communication, detailed planning, and diligent monitoring throughout all phases of the Heber City Trailhead Plaza.

+ *Scope Control*: Accurate scope definition is critical and begins with a deep understanding of existing conditions, user needs, and stakeholder input. It involves early conversations with owners and stakeholders to establish mutual understanding of the Heber City Trailhead Plaza goals and parameters. Robust stakeholder engagement helps define clear expectations, priorities, and needs, leading to a shared understanding and minimizing scope creep. Scope, budget, and schedule are interlinked and must be managed in concert to promote effective management.

+ *Schedule Management:* Setting a realistic, mutually acceptable schedule at the outset is essential. The Heber City Trailhead Plaza manager works with the team and stakeholders to review key tasks, assignments, critical deadlines, and interim milestones. Internally, detailed schedules parallel the Heber City Trailhead Plaza schedule to monitor consultants' workloads and deadlines. Weekly production meetings and interim reviews help allocate resources efficiently and keep the Heber City Trailhead Plaza moving forward. Staying on schedule is a team effort requiring cooperation from all involved.

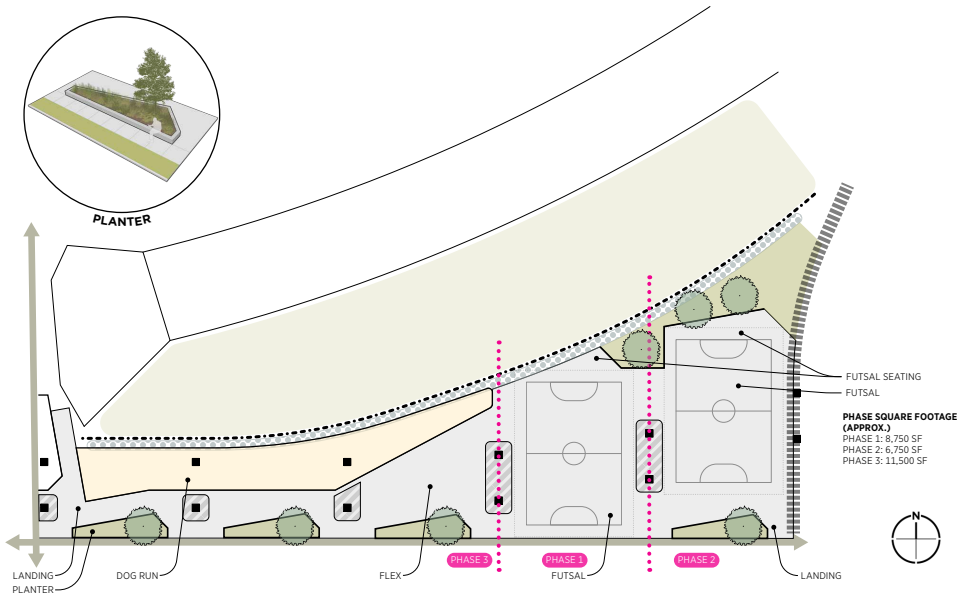
+ *Budget Control:* Cost estimating is performed early and continuously through all design and documentation phases. Early cost estimates are based on broad parameters and become more detailed as design progresses. A Total Cost Management model is applied, continuously evaluating costs relative to the budget to allow early adjustments and reduce the risk of overruns. Cost plans are developed to assign portions of the total budget to specific components. Value engineering is practiced throughout design to support alignment with the budget. For the Heber City Trailhead Plaza, transparent stewardship of funds is emphasized through multiple budgetary checkpoints and early communication about potential changes.

In summary, GSBS emphasizes early and accurate definition of scope, realistic and transparent scheduling, continuous cost management and robust communication to keep the Heber City Trailhead Plaza on scope, schedule, and budget.

14. Please provide ideas on how Heber City can minimize the financial impact of phasing the development of Trailhead Plaza.

While the masterplan of the site has been established, further refinements will continue to be made. As that refinement occurs, we will strategize some of the following to help reduce the risks that can be associated with phasing the work.

+ Establish which elements are prioritized.
+ Establish some degree of sequencing of work from the inside of the site outward to minimize complexity of later phases.
+ Make decisions early on how ice feature and water element equipment will be housed.
+ Establish concurrent scopes to reduce multiple staging on-site.
+ Establish what type of retail spaces are desired. This affects utilities and potentially construction type.
+ Prioritize first cost vs long-term maintenance up front.
+ Understand and implement as much underground work up front even though it may not be connected until future phases.



Mead Ave. Plaza Phased Construction as Funding Allows

15. Please provide examples of public/private partnerships that you are aware of that Heber City can model for the Trailhead Plaza.

Successful public plazas often thrive through public/private partnerships that combine municipal leadership with private investment, sponsorship, and community stewardship. The role of private entities at public plazas can include contributions to capital costs and participation in ongoing operations and programming. The balance of public and private control and activity varies based on the needs of the community and the priorities of the entities involved.

To enhance programming and activation, you can leverage these partnerships to ensure long-term financial sustainability and programming vitality. For example, Pioneer Park in Salt Lake City and Sugar House Plaza have both benefited from private event sponsorships, partnerships with local businesses, and collaborations with philanthropic organizations to support maintenance and year-round activation. Similarly, Denver's Union Station Plaza and Kansas City's Power & Light District demonstrate how private partners can contribute to programming and amenities while the city retains ownership and oversight. These models highlight how Heber City can use Trailhead Plaza as a catalyst for downtown revitalization by inviting local businesses, tourism organizations, and nonprofits to participate in shaping and sustaining the space.

In addition to corporate and philanthropic sponsorships for programming, there are grant opportunities at both state and national levels that Heber City can pursue to offset capital costs. Programs such as the National Endowment for the Arts' Our Town grants, Utah Office of Tourism destination development grants, and private foundation funding (such as the Knight Foundation's placemaking initiatives) have been used in other communities to support design, construction, and activation of public plazas. Combining these grants with sponsorship opportunities—such as naming rights for stages or splash pads, or event sponsorship from local and regional businesses—will not only diversify funding sources but also create a sense of shared investment. This layered approach allows the Trailhead Plaza to be both a civic anchor and a community-driven space supported by a broad base of partners.

Project Highlight: Gallivan Center

When the Gallivan Center in downtown Salt Lake City was built in 1994, it was established with corporate sponsorships as well as a unique ownership structure. The surrounding property owners contribute through a maintenance fee, and the City also provides an annual subsidy to support operations. While this structure has ensured a reliable baseline for upkeep and programming, the ongoing budget has traditionally been set and relatively fixed, without broader private partnerships to expand programming or revenues.

Our recently adopted 20-year plan for the Gallivan Center focuses on building a more sustainable financial model by leveraging corporate sponsorships, event rentals, expanded food and beverage opportunities, and partnerships. This approach is designed to increase the operating budget without compromising the mission of the Gallivan Center: providing no- and low-cost programming for the community. By diversifying revenue sources and building stronger public/private partnerships, the Gallivan Center is positioned to remain both mission-driven and financially self-sustaining well into the future.

16. The role of Civil Engineer plays an important part in the success of the project. Please describe how your Civil Engineer will balance engineering needs while emphasizing aesthetics and costs. Describe your relationship with the Civil Engineer and experience working together.

We have worked on small and large-scale projects with our civil engineer and have developed a level of trust through working on these projects.

The civil engineer works alongside the landscape architect to create elegant design solutions that are both cost-effective and provide the desired aesthetic to the project. Some examples of this are routing utility lines away from trees (existing and proposed), working with the natural grade of the site (to not have to bring in too much fill), and working with the landscape architect to create elegant solutions to stormwater management. Bioswales, retention basins, or permeable paving solutions can mitigate costly underground stormwater storage systems. These are designed using the natural grade of the site to move and store water in the best possible location.

B. Affirmation Statement. Please include an affirmation statement that your firm will comply with section III. D. d. of the initial Request for Qualifications when requested to do so.

GSBS will comply with section III. D. d. which states: An affirmative statement from each finalist firm of their agreement to provide, in a sealed envelope containing a comprehensive fee proposal to provide the requested scope of services (including reimbursable costs) and, to the extent the respondent has comments to the specimen Architectural Services Agreement, an electronically marked up copy of the agreement in both clean and redline Microsoft Word format which clearly indicate all deletions and/or additions desired by respondent and fully explains respondent's reasons for such deletions and/or additions.

Request for Qualifications for Professional Design Services

Heber City's Trailhead Plaza

August 28, 2025

6952 South High Tech Drive, Suite B
Salt Lake City, Utah 84047-3707

Heber City, Utah
Attn: Tony Kohler,
Community Development Director
tkohler@heberut.gov

6952 South High Tech Drive, Suite B
Midvale, Utah 84047-3707
Terracon.com

August 28, 2025

Tony Kohler, Director
Heber City Community Development
75 North Main Street
Heber City, Utah 84032

Subject: REQUEST FOR QUALIFICATIONS FOR HEBER CITY'S TRAILHEAD PLAZA DESIGN

Since it's inception as part of the Envision Heber 2050 plan, the vision for Heber City's Trailhead Plaza promises to establish the downtown as the vibrant heart of the City. From unique programming elements such as the ice skating trail to year-round programming supporting entrepreneurial Jewel Box retail opportunities set within expertly crafted downtown design, the completed Trailhead Plaza will serve as the cornerstone for the City's exciting future. Our team is excited to bring our decades of city-center design experience to you to help realize this promise and establish the finishing details needed to make the Roger Brooks' City Park Plan a reality.

Terracon Consultants, Inc. will be the prime consultant with David Harris as the Principal-in-charge and Lars Erickson as project manager. They will be supported by Grant Hardy as the design lead for the construction drawings. We are also pleased to introduce our multi-disciplined team of experts in their fields to assist with this phase of the project:

- MHTN Architects - Architecture/Urban Design
- Custom Ice - Ice ribbon
- Cloward H_2O - Water features
- Alliance - Civil Engineer
- Resolut - Mechanical, Electrical and Plumbing (MEP) Engineer

Together our team provides the following unique qualifications for this project…

- We are the only team in Utah that has designed and implemented two successful outdoor ice/ skate ribbons.
- Our team has designed several commercial splash pads including the MEP and structural design.
- We understand the rising cost of construction and provide budget control services.
- We have more than 30 years of experience leading, planning, and designing multi-disciplinary regional projects.
- Based on our plan Millcreek Common generated over $950,000 in revenue with over 245 planned events and has over 2,600 Facebook followers and 11,500 Instagram followers.
- We have full time grant writers and helped one of our clients win over $5.8m.
- We understand and have fully executed several of the Rodger Brooks downtown revitalization principles.
- Our team and sub-consultants have a long history working together on successful built projects.

We have recently completed **successful city center ice/skate ribbon CM/GC projects in Utah**. Some of which you may already know from your recent City Council Tour. A common element on all these projects is that we've worked to find and respond to what makes each community unique and then exhaust ourselves telling that story.

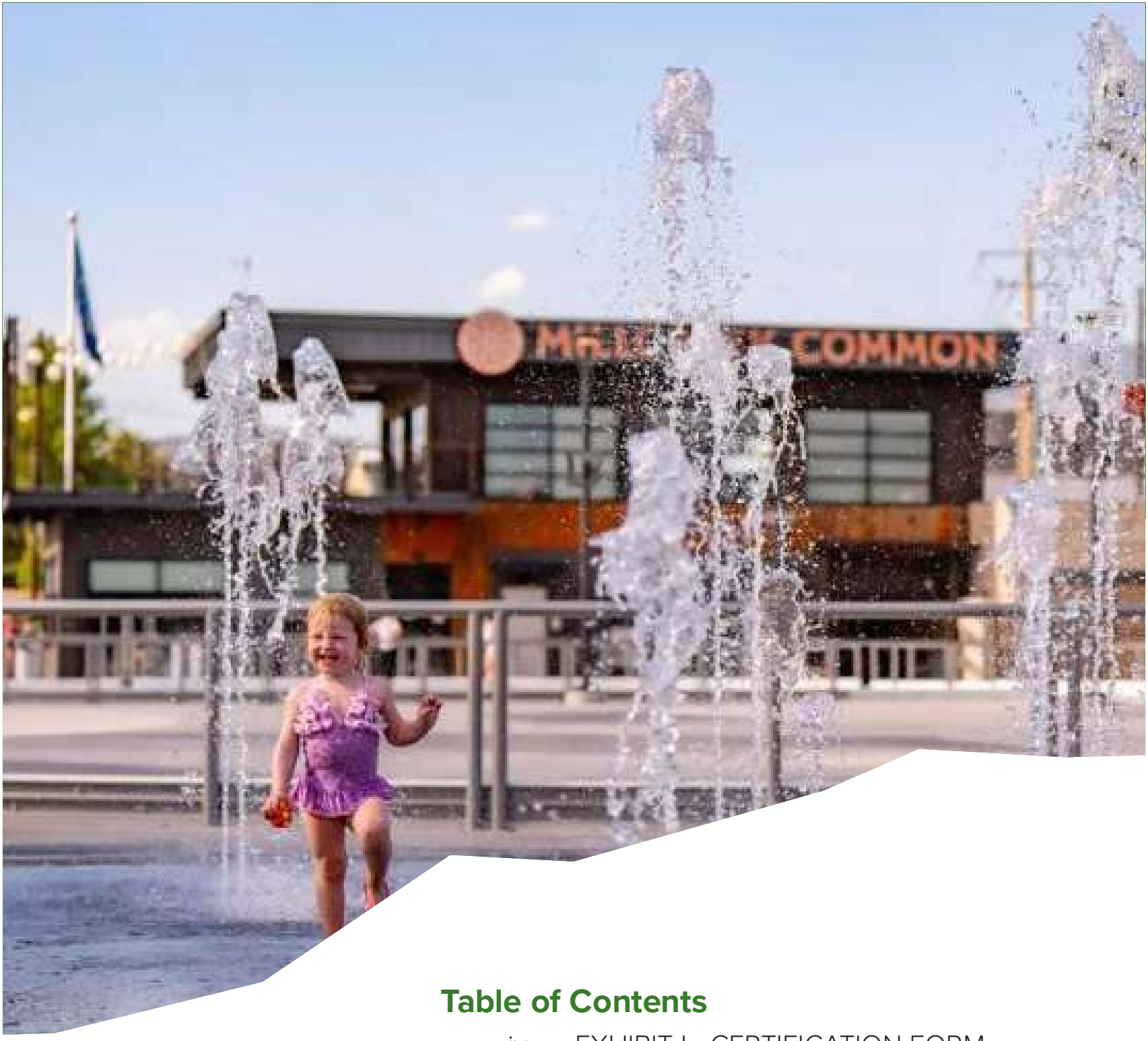
Attached are our qualifications to assist you in achieving your goal. Dave Harris will be the primary contact for this project. I can be reached at 6952 South High Tech Drive, Suite B, Midvale, UT 84047, by phone at 480.213.6534, or by e-mail at dave.harris@terracon.com.

Sincerely,

Dave Harris, PLA, ASLA
Principal Planning + Design

Lars Erickson, PLA, ASLA, AICP
Project Manager

Enclosure



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13... C. SUITABILITY AND UNDERSTANDING
16... D. PAST PERFORMANCE

Exhibit I
CERTIFICATION FORM

I, David Harris, being duly sworn, state that I am Principal (title) of Terracon Consultants Inc. (firm) and hereby duly certify that I have read and understand the information presented in the attached proposal and any enclosure and exhibits thereto.

I further certify that to the best of my knowledge the information given in response to the Request for Qualifications is full, complete, and truthful. I further certify that the submitting firm and any principal employee of the submitting firm has not, in the immediately preceding five (5) years, been convicted of any crime of moral turpitude or any felony offense, nor has had their professional license suspended, revoked or been subjected to disciplinary proceedings.

I further certify that the submitting firm has not, in the immediately preceding five (5) years, been suspended or debarred from contracting with any federal, state or local government agency, and further, that the submitting firm is not now under consideration for suspension or debarment from any such agency. I further certify that the submitting firm has not in the immediately preceding five (5) years been defaulted in any federal, state or local government agency contract and further, that the submitting firm is not now under any notice of intent to default on any such contract.

I acknowledge, agree and authorize, and certify that the proposer acknowledges, agrees and authorizes, that the City may, by means that either deems appropriate, determine the accuracy and truth of the information provided by the proposer and that the City may contact any individual or entity named in the RFQ response for the purpose of verifying the information supplied therein.

I acknowledge and agree that all of the information contained in the REF response is submitted for the express purpose of inducing the City to award a contract. I certify we have not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this contract and that we have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for us, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or the making of this contract.

I certify that any proposal we submit for this project shall be made without prior understanding, agreement, or connection with any corporation, firm, or person submitting or who will be submitting a separate proposal on the same project or for the same services, materials, labor, supplies, or equipment and is in all respects fair and without collusion or fraud. We understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. We agree to abide by all conditions of this solicitation. We certify that no person associated with our firm is a member of the City Council or employee of the City or holds any statewide elective or appointed office. We further certify that no person who holds any state-wide elective or appointed office or who is a member of the City Council or employee of the City has been paid or promised by the firm any compensation in connection with this procurement by the City.

A material false statement or omission made in conjunction with this proposal is sufficient cause for suspension or debarment from further contracts, or denial of rescission of any contract entered into based upon this proposal thereby precluding the firm from doing business with, or performing work for, the City. In addition, such false statement or omission may subject the person and entity making the proposal to criminal prosecution under the laws of the State of Utah.

Sworn and subscribed before me

This 27 day of AUG, 2025

NOTARY PUBLIC

My Commission Expires: 3/1/2026

Signature

ALISHA COOK
NOTARY PUBLIC - STATE OF UTAH
COMMISSION# 723441
COMM. EXP. 03-07-2026

NOTARY SEAL

Firm Capacity

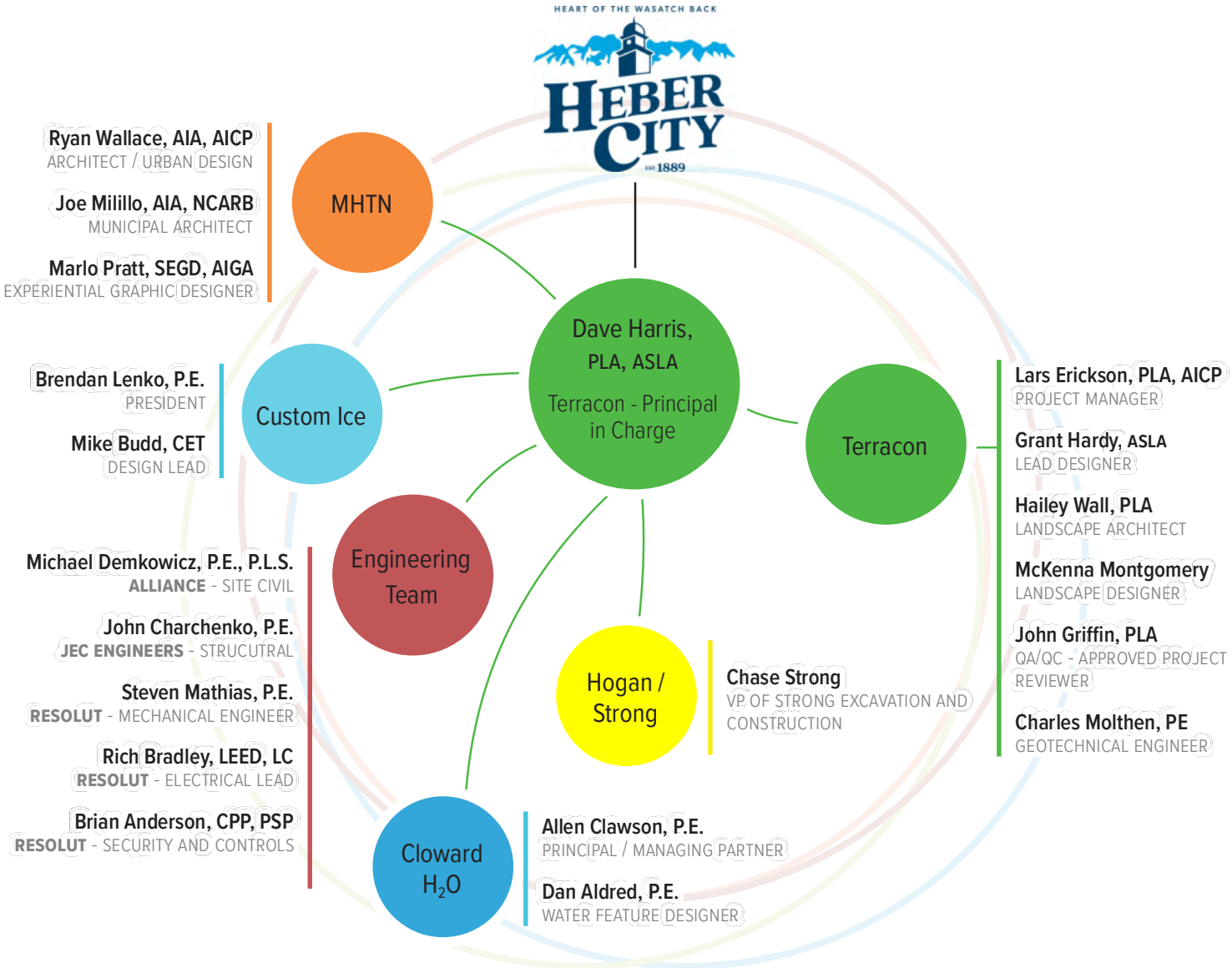
Several of our large complex multi-disciplinary projects are wrapping up and moving into construction observation phase or ending all together. The remaining projects are all at stages of design, permit, and construction that will allow our team to commit fully to this project. Our Salt Lake City office is also supported by three licensed landscape architects with a production team in our Phoenix office for additional support

	FIRMWIDE	SALT LAKE CITY OFFICE
Current Number of Employees	7,000+	125+
Number of Employees with Utah License	11	11
SITES/LEED Accredited Professionals	10+	2

CURRENT WORK LOAD OF THE FIRM

PROJECT	BUDGET	% REMAINING
Millcreek Common Ph. 2	$623K	20
Vernal Community Block	$80K	10
LDS Projects	$400K	30
Southern Farms	$250K	20
Brownfield Planning	$500K	70
SLCo Canal Trail 7	$100k	95
SLC Rose Park Golf Course	$100K	50
SLC Fire Station Courts	$59K	20
SLC Poplar Grove Courts	$60k	10
SLC Jefferson Park	$85k	90
Cedar City Fiddlers Park	$85k	50

Organization Chart



A. STABILITY AND RESOURCES

1.1 FIRM CONTACT INFORMATION

A. Name: Terracon Consultants, Inc. (Terracon)
B. Address: 6952 South High Tech Drive, Suite B
Midvale, UT 84047-3707
C. Telephone No.: 385-337-5967
D. Email address: dave.harris@terracon.com
E. Website: www.terracon.com/service/environmental/landscape-architecture/
F. Tax I.D. No.: 42-1249917

1.2 FIRM BACKGROUND AND INFORMATION.

Terracon is a multi-disciplinary firm with wide-ranging consulting services that added landscape architecture and planning expertise when it acquired Environmental Planning Group, LLC (EPG), in 2020. The exceptional service, 20 years of award-winning project experience, and senior landscape architecture leadership staff from EPG have continued on with Terracon. EPG joining the Terracon family has created a powerful collaboration, providing our clients with the tools they need to realize their vision by leveraging Terracon's nationwide network of technical expertise spanning the full project lifecycle.

Terracon consistently ranks as a top 20 design firm by Engineering News-Record. Our successful growth has included organic expansion and innovation and acquiring more than 60 firms with specialized capabilities. A focused and uncompromising dedication to safety has been integral to how we support our employees, clients, and communities.

Throughout the life of your project, **we won't just point the way—we'll go with you.** Together, we are explorers turning big ideas into reality for our partner clients, employees, and the world around us. From site selection to the design and construction of long-lasting, affordable and easy to maintain projects, we'll help you succeed through landscape architecture, design, engineering, scientific expertise, a passion for problem-solving, and a drive to explore.

Terracon Landscape Architecture + Planning provides a wide range of services that add value to the City, including but not limited to, landscape architecture, planning, irrigation design, geotechnical, material testing, environmental assessment, environmental planning, GIS services and public involvement.

1.3 ADDENDA

A. List Addenda Received: #11, 12 and 13 from the Heber City website.

1.4 SERVICES STATEMENT.

All design and technical work will be responsive to Americans with Disabilities Act (ADA), Crime Prevention Through Environmental Design (CPTED) for Security and Safety Optimization and Code Compliance. We have worked with Hales Engineering for traffic analysis considerations on past projects, who are very familiar in working with UDOT. As Main Street is a state corridor, we are prepared to engage their services based your needs as we define them in scoping.

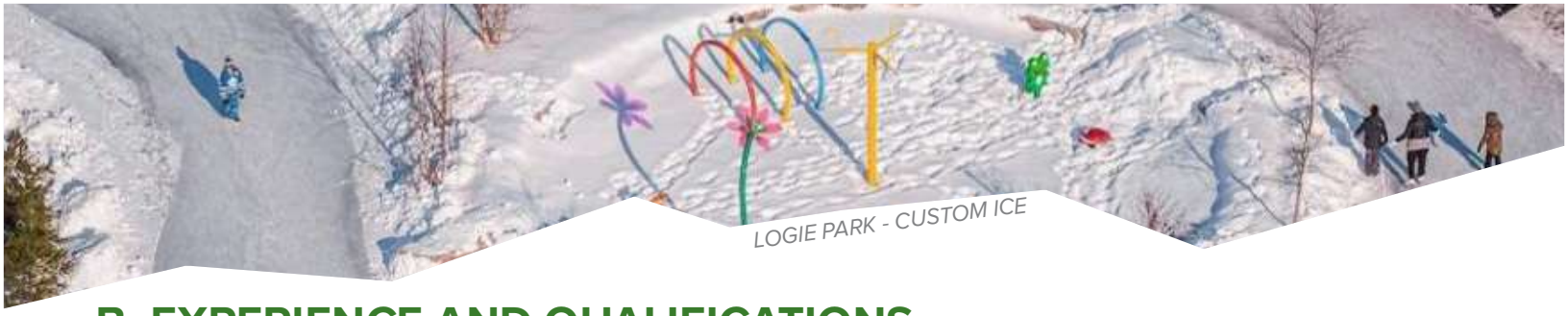
1.5 PERFORMANCE STATEMENT.

Terracon is a nationwide engineering firm specializing in geotechnical, environmental, and construction materials testing services, completing tens of thousands of projects annually. While claims and litigation occasionally arise, they represent less than 0.5% of total projects and are typically resolved without impact to the company's financial strength or service quality. Rare service terminations occur only under exceptional circumstances, such as non-payment or reduced scope compromising professional standards. Terracon maintains strong insurance coverage and has a successful track record in defending claims, though it does not disclose details due to confidentiality.

1.6 INSURANCE COVERAGE.

Insurer A: Travelers Property Casualty Company of America, Insurer B: Allied World Assurance Company (U.S.) Inc., Insurer C: The Travelers Indemnity Company, Insurer D: The Travelers Indemnity Company of America, Insurer E: Lloyds of London. Terracon will provide an updated insurance certificate during contract negotiations once selected.

LIMITS	
EACH OCCURRENCE	$ 2,000,000
DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
MED EXP (Any one person)	$ 25,000
PERSONAL & ADV INJURY	$ 2,000,000
GENERAL AGGREGATE	$ 4,000,000
PRODUCTS - COMP/OP AGG	$ 4,000,000
	$
COMBINED SINGLE LIMIT (Ea accident)	$ 3,000,000
BODILY INJURY (Per person)	$ XXXXXXX
BODILY INJURY (Per accident)	$ XXXXXXX
PROPERTY DAMAGE (Per accident)	$ XXXXXXX
	$ XXXXXXX
EACH OCCURRENCE	$ 5,000,000
AGGREGATE	$ 5,000,000
	$ XXXXXXX
X PER STATUTE / OTH-ER	
E.L. EACH ACCIDENT	$ 1,000,000
E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
E.L. DISEASE - POLICY LIMIT	$ 1,000,000
$10,000,000 EACH OCCURANCE/AGGREGATE $1,000,000 EACH CLAIM/$1,000,000 AGGREGATE	



LOGIE PARK - CUSTOM ICE

B. EXPERIENCE AND QUALIFICATIONS

Design Team Narrative

The consultant team assembled for this project has worked together for years and completed several projects with proven quality and experience. The primary services will be provided by Terracon. We are familiar with the project site and have delivered proven results on similar projects.

Community Vision. As noted in our cover letter, our team will carefully continue to carry out the implementation of the City Park Plaza Design, Programming & Management Plan, in addition to supporting the Envision Heber and Central Heber community vision as directed by the City, team and stakeholders. We will carefully review and continue the design, materials, colors, finishes and details from phase I into a seamless design and documentation for Phase II.

The Terracon team brings city center planning and design experience, including design for all programmed items identified in the request for qualifications. Including the ice/skate ribbon, splash pad, support buildings, restroom, shade structures, large community-scale pavilion, special features, flex lawn performance space, commercial space planning and public engagement.

Terracon and MHTN have partnered on several projects, including the incredibly successful Millcreek Common Plaza and are currently working with the City of Vernal, Utah on revitalization plans for their downtown.

Custom Ice has designed and built more than 1,200 ice ribbons/rinks in Canada and throughout the United States, teaming with Terracon to build two of the largest outdoor ice ribbons in Utah. They will assist the team as a design-build contractor for anything regarding ice, including indoor and outdoor ice surfaces, portable and permanent rink floor piping systems, ice rink refrigeration units, hockey dasher boards, and hand rail systems.

Alliance Engineering is a well respected civil engineering consulting firm, having worked primarily all over the Wasatch Back. They have worked on several projects with the Terracon team, including Sommet Blanc, One Empire at Empire Pass and The Pendry Hotel.

John Charchenko is a sole proprietor structural engineer with a strong history of supporting Terracon projects with structural support for human scale site elements. He's very responsive and a vital team member.

Resolut .will provide MEP services for architectural and urban design support elements such as restrooms, support buildings, lighting in addition to security and controls coordination. They are a highly responsive team member, implementing the resources to handle whatever we throw at them.

Cloward H_2O is a nationally and internationally recognized water design firm that has completed several projects with Terracon, providing all services for aesthetic and recreational water features, including their own in-house structural MEP services for pools, splash pads, rivers, and water recreation.

Strong Excavation and Construction a subsidiary of Hogan Construction. Terracon has partnered on several CM/GC projects with Hogan, providing insight and expertise as constructibility and cost experts advising on the very specific elements identified in Heber City's scope of work. While this may be a bit unorthodox, we feel they will advise on key elements of design decision making. Should this disqualify them from future consideration, they would respectfully decline to participate as a team member.

Public Funding. We have current and extensive experience developing strategies that maximizes the use of public funding through detailed cost estimating, coordinating construction savings with CM/GC contractors, value engineering, and if needed, exploring phasing to pursue funding while keeping in-line with project priorities.

Dry Climate. The Terracon team has more than 30 years of experience working in dry climates, including Arizona, Utah, California, Nevada, New Mexico, and several projects internationally for the UAE and Kingdom of Bahrain. Our experience brings sustainable planting and irrigation strategies that are long-lasting, low maintenance, and affordable.

Documentation. Finally, our Terracon team will design Phase II using industry leading methods. The entire project will be modeled in Revit and documented based on 3D modeling and documentation strategies. This provides the City with real-time 3D views of the proposed design, as well as providing the contractor and sub-consultant team with more accurate quantity information for design, cost estimating, and construction.

Dave Harris, PLA, ASLA

Principal-in-Charge

David is a Principal for the firm-wide Landscape Architecture + Planning at Terracon. He leads complex interdisciplinary planning and design projects from concept planning through detail construction drawings and construction. Dave has more than 30 years experience in community planning, neighborhood crafting; and parks and trail design, recreation planning, and private development. He spent 8 years in commercial construction in large- and small-scale landscape architecture, urban design, and planning projects. This unique experience is exemplary of what sets Terracon's team apart and brings creativity, innovation, and affordable, long-lasting ideas and strategies to the project.

ACADEMIC BACKGROUND

BLA, 1991, Utah State University

EXPERTISE

- Park, trail, circulation, and recreation planning and design
- LEED, LID Sustainable, native, and native-adapted landscape design in dry climates and high deserts
- Campus, school, and community master irrigation design guidelines and strategies
- Crime Prevention through Environmental Design (CPTED)
- Dry climate, low-impact development strategies
- Place-making, branding, theming, and urban design
- Site planning and feasibility studies

PROFESSIONAL REGISTRATIONS AND AFFILIATIONS

- Registered Landscape Architect: Arizona (37516); Utah (8852864-5301)
- American Society of Landscape Architects – President elect, president and past president, trustee
- Urban Land Institute Member
- CLARB Certified – 289

These Projects are Relevant to What You Need!

Millcreek Common (Utah). Prime consultant, lead planner, and designer for the Millcreek City's downtown master plan and design and construction of Millcreek Common. The project includes a detailed master plan for a 5-block area that will provide a new downtown development zone for the city. The project provides an 11,000 square foot ice ribbon and multi-use plaza space for year-round activity surrounded by mixed use retail, food, shade, and parking in a European-themed plaza. Phase Two of the projects will provide an amphitheater, large pavilion, and natural open space surrounded by new mixed-use development.

Bountiful Town Square. Prime consultant, lead designer, and project manager for the Bountiful Downtown Master plan and town square. The project includes an 8,000 square foot ice ribbon, ice support building, an informal stage and event lawn, retail building for snacks, restrooms, and changing rooms for summer activities around an interactive water feature and stream. The project provides power and services for food trucks, farmers markets, and year-round activities.

Vernal Community Block. Dave Harris is currently leading the Vernal Downtown Block Plan, a transformative initiative in the heart of Vernal, Utah. The five-acre site, located adjacent to Highway 40 and surrounded by existing businesses, will undergo significant redevelopment. Central to the project is the removal of the old Lamplighter Hotel and Motel, which will make way for a vibrant new downtown plaza and public gathering space.

As Principal in Charge, Dave is guiding a multi-disciplinary team through a comprehensive process that includes engaging the community through robust public outreach, developing conceptual plans, conducting environmental assessments, and supporting grant applications and writing efforts. The team is also responsible for preliminary design, cost estimating, in preparation for the next phase of construction documentation. This project is poised to revitalize downtown Vernal and enhance its appeal for both residents and visitors

These Special Qualifications Can Benefit You!

Dave has completed planning and feasibility studies for parks that include compliance with federal and state accessibility guidelines and has developed safety guidelines based on crime prevention through environmental design (CPTED). **Examples:** Redwood Meadows, Glendale Park, Oak Hills Park, Midvale City Park, Bingham Junction Park, and award-winning Wayne Bartholomew Beach Park.

Dave provides innovative, affordable, low-maintenance, and long-lasting ideas and solutions from his experience with international, resort, and large planning projects.

ACADEMIC BACKGROUND

BLA, 2004, Bachelors of Landscape Architecture, Utah State University

REGISTRATIONS

Landscape Architect (Utah: #7684142-5301; Idaho: #9877111; Texas: #2508

AICP: #026205

EXPERTISE

Project Management and implementation

Low Impact Development

Planting and Irrigation Design

Lars Erickson, PLA, ASLA, AICP

Project Manager/Senior Landscape Architect

Lars is a Senior Landscape Architect and Planner in the Salt Lake office. His work focuses on public and private development projects that provide landscape solutions for places of worship, parks and open space, transportation infrastructure, and public space redevelopment. He is a natural collaborator who seeks diverse voices to strengthen design in the pursuit of natural and social focused solutions. You'll benefit from his thoughtful approach and experience in leading design teams and managing projects from vision through implementation. He continually scrutinizes design processes to deliver creative places that champion human experience and provide connection to outdoor spaces.

Relevant Experience

- Millcreek Common, Ph. 2, Millcreek, UT
- Orange County Great Park, Irvine, CA
- Pioneer, Liberty and Fairmont Parks, Salt Lake City, UT
- Fiddler's Park, Cedar City, UT
- Promenade at Fairbourne Station, West Valley, UT
- City Center Plan, West Valley, UT
- Pendry Hotel, Park City, UT
- Deer Valley Snow Park, Park City, UT
- One Empire Pass, Park City, UT

Awards

- 2016 APA Award of Merit - The Cairns district Design Guidelines, Sandy, UT
- 2013 ASLA Merit Award - Promenade at Fairbourne Station, West Valley, UT
- 2012 APA Award of Merit - West Valley City Center Master Plan
- 2008 ASLA Merit & AIA Community Excellence Design Awards, Texas Stadium Redevelopment, Dallas, TX
- 2008 APA Planning Award, Fort Worth Urban Villages—Southwest Cluster

ACADEMIC BACKGROUND

PWS, 2012, Landscape & Business Management, Brigham Young University | MLA, In progress, Utah State University

EXPERTISE

Place-making, branding, theming, and urban design

Park, trail, circulation, and recreation planning and design

Dry climate, low-impact development strategies

Grant Hardy, ASLA

Lead Designer

Grant is an award winning project manager and designer. Over the past 10 years, he has designed, managed, and overseen installation of some of the most prominent public parks, trails, watercourse systems, and private development projects along the Wasatch Front and Back. Grant has facilitated high level planning graphics, 3D models, and VR review processes to facilitate public engagement and team coordination for a wide range of projects. His skill-set helps expedite project understanding and construction coordination. His experience on large master planned communities, watercourse systems, and national and international religious projects has honed his collaboration capabilities and software interface with civil engineers, architects, clients, general contractors, and specialized fabricators. Grant thrives in helping teams to reach their fullest potential so that projects succeed in delivering the vision the design team and client set out to achieve.

Relevant Experience

- Millcreek Common, Ph. 1 & 2, Millcreek, UT
- Heights Park, Daybreak
- Lake Ave South Playground and Dog Park, Daybreak
- Water Course Ph. 1 & 2, Daybreak
- Kay's Creek Trail Project, Layton, UT
- Salt Edge Master Plan, Syracuse, UT
- Religious Campuses, (30+ temple campuses worldwide)

Awards

- 2022 ASLA Honor Award - Lake Ave South
- 2020 ASLA Honor Award - Heights Park
- 2020 ASLA Honor Award - The Watercourse at Daybreak
- 2020 ASLA Award of Excellence and Honor Award for Residential Design - Wasatch House
- 2015 ASLA Honor Award – Huntsville Abbey Legacy and Heritage Preservation Plan

RYAN WALLACE AIA, AICP, LEED GA

ARCHITECTURE AND URBAN DESIGN PRINCIPAL

MHTN Architects

Master of Architecture
NC State University

License #: 9767412-0301

- 13 years of experience
- Director of Urban Design, MHTN
- Extensive Municipal Project Experience
- 9 years at MHTN

Ryan Wallace is an architect and planner with significant municipal project experience. His focus is on design-oriented planning and placemaking, incorporating thoughtful urban design that connects people to place. He contributes to various projects through his careful attention to detail, passion for client engagement, and innovative solutions to complex problems.

RELEVANT EXPERIENCE

Millcreek City Hall and City Center Master Plan, Millcreek, UT

Vernal Downtown Revitalization Plan, Vernal, UT

Kaysville City Hall Renovation, Civic Plaza and Main Street Visioning, Kaysville, UT

Saratoga Springs Downtown Master Plan, Saratoga Springs, UT

Smith Ranch Community Park Expansion, Eagle Mountain, UT

Park City Arts & Culture District Master Plan, Park City, UT

MARLO PRATT SEGD, AIGA

EXPERIENTIAL GRAPHIC DESIGNER

MHTN Architects

Bachelor of Fine Arts
Weber State University

- 17 years of experience
- AIGA Agile Project Management Certificate
- Wayfinding and Signage Design Expertise
- 11 years at MHTN

Marlo Pratt is an imaginative designer and illustrator with 17+ years of graphic design experience. As an integrated project team member, Marlo is able to reach creative solutions while maintaining a level of commitment to quality and originality. Through team collaboration, experiential graphic design becomes seamlessly integrated with the architecture and landscape.

RELEVANT EXPERIENCE

Millcreek City Hall and Common, Signage and Wayfinding Design, Millcreek, UT

Millcreek City Sidewalk & Trails Master Plan, Millcreek, UT

Vernal Downtown Block Signage and Wayfinding Design, Vernal, UT

Weber Crossing, Signage & Wayfinding Design, Ogden, UT

Eagle Mountain Downtown Plan, Eagle Mountain, UT

MILLCREEK CITY HALL

Millcreek, UT

SIZE	76,000 SF
COST	$41M
DATE	2023
SERVICES	Planning, Site Design, Architecture, Interior Design, Landscape Architecture
REFERENCE	Mike Winder, City Manager & Economic Development Director, Millcreek City, 801-214-2722, mwinder@millcreek.us

Millcreek City Hall embraces the vision of a community "Connected by Nature." The project leverages a public-private partnership, wrapping a shared parking garage, and woven together with the fabric of a private redevelopment housing. Home to Millcreek City's offices and the local Unified Police precinct, the building features dedicated community areas including a ground-floor marketplace, coffee shop, restaurant, and a community event space with balcony on the sixth floor.

CUSTOM ICE INC.
Rink Design Build

BRENDAN LENKO, PE

President

Mr. Brendan Lenko, P.Eng., is co-founder, president and chief engineer of Custom Ice Inc., which specializes in the design and construction of ice facilities ranging from typical NHL indoor and outdoor ice rinks to unique and interesting ice rinks in many sizes shapes and designs.

As a professional engineer, Mr. Lenko has been involved in the ice rink industry for over 30 years and is highly respected as one of the industry experts in various areas of ice skating rink technology including ice quality, ice rink energy conservation, and custom designs of unique ice facilities. He has a vast amount of experience in more typical areas ranging from ice rink floor design and construction, multipurpose ice facilities where the same ice rink floor doubles as a splash pad, water feature or reflecting pond.

With experience in both the design and construction of ice rink facilities, Mr. Lenko will prove to be a valuable asset to any design, construction or expert consulting team.

BOUNTIFUL ICE RIBBON

Local / Relevant Experience

- Millcreek Common, Millcreek, UT - Completed 2022
- Bountiful Ice Ribbon, Bountiful, UT - Completed 2020
- Center Block Plaza, Logan, UT - Completed 2023

Additional Examples

- Kitchener City Hall, Carl Zehr Square, Kitchener, Ontario, Canada - 2022
- Memorial Park, Port Credit, Ontario, Canada - 2023
- Logie Park, Lindsay, Ontario, Canada - 2021
- John Rebecca Park - Ice Rink and water feature, Ontario, Canada - 2019
- Niagara-On-The-Lake, Ontario, Canada - Wayne Gretzky Estates Winery - 2017
- Grand Blanc Park, Grand Blanc, MI - 2020

ENGINEERING/CONSULTING

We are experts in the ice rink industry and employ professional engineers who design ice rinks to meet the specific demands of each project.

We provide consulting engineering services to architects and engineers for the ice rink specific portion of their projects.

We are proficient in all kinds of ice rinks including indoor and outdoor rinks, skating paths, roof top rinks, and multipurpose ice rink/water feature combinations. We also provide expertise in ice quality, ice rink energy conservation and arena environment.

MANUFACTURING

Custom Ice manufacturers ice rink products in our plant in Burlington, Canada including ice rink refrigeration chillers, portable and permanent piping systems, controls and pumping equipment.

By producing our own products we can test the equipment before it ships to the job site to ensure reliable and trouble free operation.

Since our inception in 2000, we have built over 1,400 ice rinks in our 20,000 sqft manufacturing facility.

CONTRACTING

Custom Ice employs our own in house installation crews that install nearly every portion of your ice rink project. This approach ensures your ice rink is built on time and to the highest Custom Ice standards.

Our experienced project management and installation crews ensure that projects run smoothly and our customers are satisfied with each and every installation.

MICHAEL DEMKOWICZ PE, PLS

President & Principal Civil Engineer

Michael Demkowicz has extensive knowledge and expertise within Park City with over 20 years of experience driving master planning, luxury development, transportation planning and recreational elements to their completion. His accumulative body of historical records consists of old town records and documents, detailed surveys and comprehensive construction plans. He provides insightful solutions to the region's top developments and detailed models for discussion and analysis

Education

Bachelors Of Science Civil Engineering

University Of Utah

Professional Registrations

Utah, License #4857264-2202

Professional Land Surveyor License

Utah#4857264-2201

Relevant Experience

- Canyons Resort Concert Stage & Ski Beach
- Utah Olympic Park Base Mountain Expansion
- Pendry Hotel
- Kimball on Main
- Parkview Reconstruction-Engineer of Record
- Holiday Ranch Loop Pathway & Irrigation Pipeline
- Little Kate/ Lucky John Sidewalk
- Main Street & Crescent Tramway Improvements
- Bonanza Park ALTA & Arts and Culture Design Team
- Park City Regional Park and Ride Lot 2008
- Poison Creek Bike Path Reconstruction and City Park Improvements

STEVEN D. MATHIAS, P.E.

Principal Mechanical Engineer

Steve Mathias has over 13 years of experience designing mechanical systems for mixed-use developments and community-focused across Utah. He is skilled in developing mechanical solutions that support both enclosed building components and open-air structures, ensuring comfort, reliability, and efficient operation in year-round public gathering spaces. His portfolio includes projects with diverse tenant needs, such as retail centers that combine stores, restaurants, and service businesses, where mechanical systems are tailored to the unique operational requirements of each space. His designs balance the flexibility needed for seasonal events with the efficiency and durability that support daily retail and community use, resulting in systems that continue to meet performance goals without adding strain to operations or budgets.

Education

B.S., Mechanical Engineering,

Brigham Young University-Idaho, 2011

Professional Registrations

Utah, License #98583979-2202

Professional Affiliations

Member, American Council of Engineering Companies (ACEC)

Firm Member, U.S. Green Building Council (USGBC)

Relevant Experience

- 9th and 9th Mixed Use Building | Salt Lake City, UT
- Kona Hawaii Temple, Plaza | Kailua-Kona, HI
- Brigham Young University-Hawaii, Cafeteria Plaza Generator | Laie, HI
- Tuhaye Golf Clubhouse | Park City, UT

FIRM

- Sundance Mountain Resort Summer Theatre
- Murray Amphitheater Study and Upgrade
- Sandy Amphitheater and Concessions Upgrade
- The Tree of Life Sculpture Garden | Lehi, UT
- Delta Center NHL Hockey Remodel
- Utah Mammoth's Hockey Training Facility
- Olympic Oval, Kearns, UT

ALLEN CLAWSON, P.E.

Principal & Managing Partner

As vice president and managing partner of the firm, Allen Clawson offers 30 years of experience in engineering, project management, design and planning of aquatic systems and facilities across the globe. He has particular expertise in water quality technologies and the successful implementation in aquariums, zoos, resort hotels, theme parks, water parks, aquaculture facilities, government research, agri-food, private developments, and public facilities throughout the us and in more than 20 other countries.

Mr. Clawson is actively involved in directing, coordinating, and overseeing the full range of project types undertaken by the Cloward H2O engineering team. As managing partner, Allen is responsible for overseeing all major projects as well as the day-to-day coordination of Cloward's extensive portfolio of clients.

Education

Bachelor of Science, Mechanical Engineering, 1994

California Polytechnic State University, San Luis Obispo

Professional Registrations

Numerous States, Utah, License #7402665-2202

Professional Affiliations

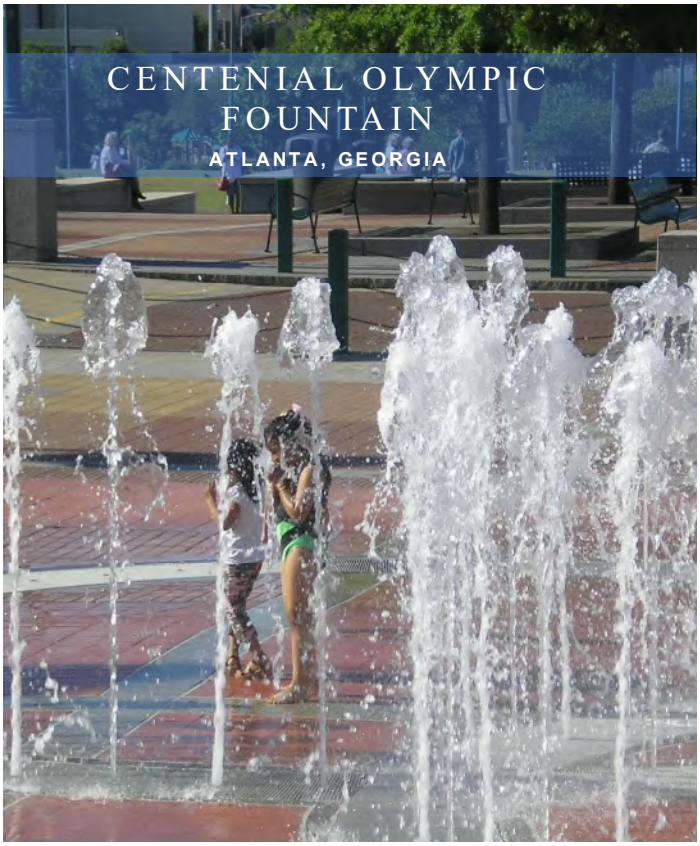
NSF Joint Committee for Standard 50, ASTM F24 Joint Committee , CMAHC Technical Review Committee

Relevant Experience

- Millcreek Common, Millcreek, UT
- Springville Civic Center, Spray Play and Civic Fountains, Springville, Utah
- Discovery Place, Renovation and Expansion of Exhibits, Ft Lauderdale, Florida

FIRM - SPLASH PADS

- Independence Park, Bluffdale, UT
- Waters Edge Splashpad, Sartoga Springs, UT
- Town Center Fountain, Las Vegas, NV
- The Oasis at Arizona Grand, Phoenix, AZ
- Four Seasons Orlando, Orlando, FL
- Universal Dockside Resort, Orlando, FL
- Geyser Falls Waterpark, Choctaw, MS
- Woodlands Lily Pad Spraypark, Montgomery, TX
- Four Seasons Resort Nevis, Charleston, St. Kitts & Nevis



John Carchenko, P.E.

JEC Engineering

John has over 25 years of experience, the majority of which has been leading his own firm. He is very capable in all aspects of business and structural design.

From design through construction administration, John has had a hand in multiple project types, from various residential types, warehouses, commercial and retail buildings to site specific elements like shade structures and retaining walls.

Education

Bachelors Of Science Civil Engineering

Utah State University

Professional Registrations

Utah, License #375048-2202

Relevant Experience

All aspects of structural engineering services including project bidding and management, client relations, calculations, designs, drafting, 3-D modeling, specifications, shop drawing reviews, construction administration, etc. Building materials include wood, steel, masonry, and concrete.

W. Chase Strong

President, Strong Construction

Hogan Construction prioritizes serving clients, strengthening communities and have a culture of caring. Strong Excavation and Construction a subsidiary of Hogan Construction will support the design team through informed constructibility recommendations and current cost implications. They understand the critical role teamwork plays in success processes.

Great construction results require interactive partnerships throughout the process, so we engage everyone involved to create the answers to complete the project cost-effectively.

Local / Relevant Experience

- Millcreek Common Plaza (Ice & Water), Phase 1
- Millcreek Common Plaza (Skate Park), Phase 2
- Bountiful Town Square Plaza
- Park City Quinn's Junction Athletic Park
- Summit County Fairpark Outdoor Sports Complex
- This is the Place Heritage Park Walk of Religions
- No. Summit Recreation Dist. Multipurpose Sports Fields
- Taylorsville Centennial Plaza
- Midvale City Park Splash Pad
- Cedar City Municipal Plaza & Splash Pad
- Clearfield Central Park
- Clearfield Fisher Park & Skate Park
- Arches National Park Visitor's Center Plaza
- Moab Giants Dinosaur Park & Trails
- Springville Athletic Park
- North Salt Lake Hatch Park Renovation/ Re-imagining
- Payson City Skate Park

DESIGN FIRM: EPG/Terracon

LOCATION: Millcreek, Utah

NTP: 2019 to present

OWNER: Town of Millcreek

CONTACT: Francis Xavier Lilly

PHONE #: 801.214.2752

SUB-CONSULTANTS: GDS, Cloward H_2O, WPA Architects, Horrocks Engineers, BNA Consulting (now Resolut), Custom Ice

Millcreek Common Phases I and II

EPG/Terracon led an interdisciplinary team to provide the master planning, public outreach, design, construction documents, and construction observation for the first phase of Millcreek Common—a new town center for the City of Millcreek. The project is themed around a traditional European plaza activated by retail on both sides as well as Millcreek's new City Hall. The project is planned with 365 days of active use, including a retail pizza shop, ice cream, the adventure hub, with a water feature for summer activity and an 11,000 square foot ice/skate ribbon for summer and winter activity. Sustainability strategies include permeable paving, retention of all on-site storm water, local sourced materials, reduced lawn area and water use, recirculating splash pad, native-adapted trees, shrubs, and ground cover The project was planned to be completed in June 2022. Terracon continues to provide on-call design and planning services for the entire downtown area development.

DESIGN FIRM: EPG/Terracon

LOCATION: Bountiful, Utah

NTP: 2017 to 2020

OWNER: City of Bountiful

CONTACT: Gary Hill, City Manager

PHONE #: 801.298.6140

SUB-CONSULTANTS: Cloward H_2O, VCBO Architects, Spectrum Engineering, Custom Ice

Bountiful City Center Plaza

Terracon led a multidisciplinary team to master plan, design, and construct Bountiful Town Square. The project site is approximately 5 acres and is designed and programed based on an intensive public outreach effort. The plan includes a multi-use space to accommodate a large mix of activities. The space is carefully crafted for year-round use, small and large festivals, movies in the park, water play in the summer, and ice skating in the winter. The master plan includes a retail promenade, connections to future mixed-use development to the south, multi-use walkways, seating, open play, concessions, restrooms, decorative lighting, music, a multi-use stage, space for food trucks, and weekly farmers market. The project supports the downtown redevelopment goals as well as providing a buffer for residential development to the east. Sustainability strategies include retention and bio filtration of storm water, permeable paving, recycled interactive water feature, LED lights, low water use native and native adapted trees, shrubs and ground cover, secondary water non-potable for landscape use.

DESIGN FIRM: Terracon

LOCATION: Vernal, UT

OWNER: Vernal City

CONTACT: Quinn Bennion - City Manager

PHONE #: 435-781-7110

EMAIL: qbennion@vernal.gov

SUB-CONSULTANTS: MHTN Architects and Great Destination Strategies

Vernal Community Block
A Unique Public Engagement Experience

Nobody knows a community better than the people who live there. We build on this belief with a public engagement approach that meets people where they are -participating in activities they enjoy. Our process is anything but ordinary.

In Vernal, the community quickly embraced and celebrated what makes them unique. With Dinosaur National Monument just down the road, Terracon supported an exciting attempt to set a world record for the most costumed dinosaurs in one place. While the record is still under review, the event also served as a vibrant platform for gathering community input and fostering meaningful interactions.

Terracon team members are now working closely with local leaders to envision a redevelopment plan that will bring new energy to downtown Vernal. Beyond dressing up as favorite prehistoric creatures, we've engaged the community through a variety of activities - weekend stakeholder site tours, design workshops, surveys, and pop-up events. At every step, we've looked for opportunities to celebrate alongside the community.

C. SUITABILITY & UNDERSTANDING

Envision Heber - Vision

We understand that this project builds on Heber City's long-term vision established through Envision Heber 2050 and Envision Central Heber, both of which emphasize revitalizing downtown as the heart of the community. The Trailhead Plaza, developed through the Roger Brooks Plan and formally adopted in 2025, is a key catalyst in this effort—intended to create a vibrant, year-round destination that supports economic growth, community gathering, and tourism.

With Phase I completed—including the Main Stage and festival street—our role will be to help refine the existing plan, establish a phasing strategy, and develop construction documents for the remaining elements. This work will support the City's goal of hosting 250 annual events and positioning the Plaza as a live site for the 2034 Winter Olympics, while aligning with the broader objectives of downtown redevelopment and economic vitality.

Project Objectives

We understand that the objective is to refine and update key elements of the Roger Brooks Plaza Design, Programming & Management Plan—without rewriting it—based on stakeholder input, recent observations, and evolving needs. This includes reassessing elements such as the Market Trail, Majestic Lawn, Splash Pad Trail, Skate Trail, Trailhead Center, and Shops on Main, particularly in light of the expanded viewing needs for the Main Stage.

Our evaluation will focus on:

- Location, size, and scale of elements to ensure functionality and integration.
- Operational needs, including staffing and programming.
- Cost efficiency, with an emphasis on value engineering and phasing.
- Architectural consistency with the Downtown Plan, C-3 Design Criteria, and branding.
- Revenue sustainability for income-generating elements.
- Year-round usability to support downtown's economic vitality.

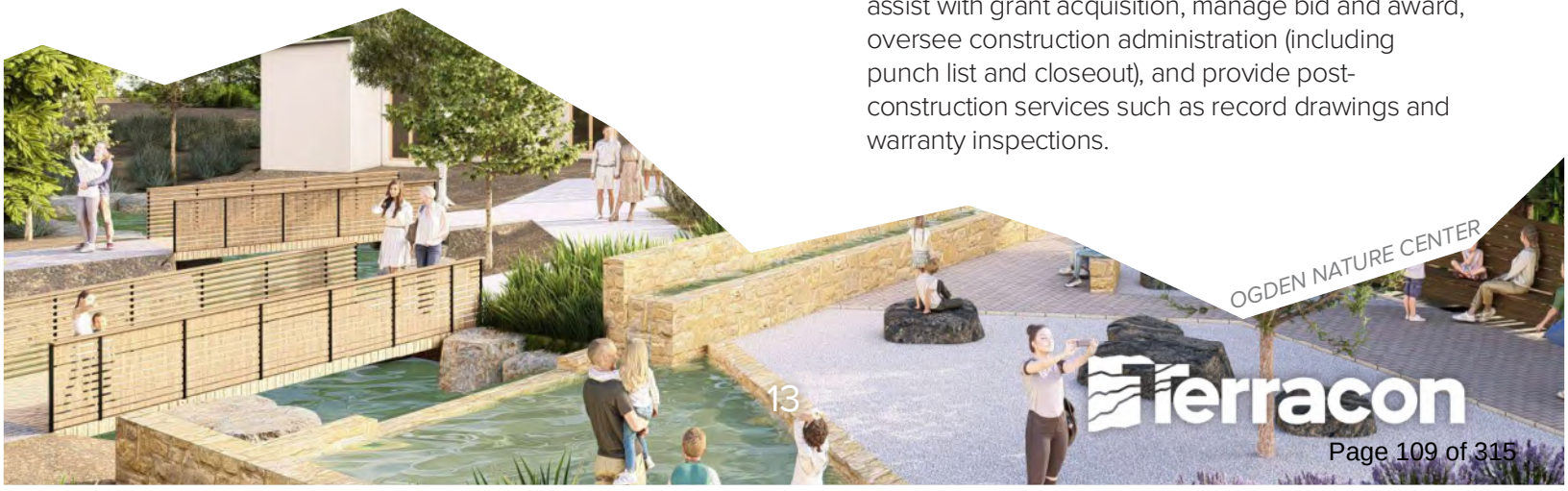
Scope of Work

The selected firm will be responsible for managing all phases of design and documentation, ensuring a fully coordinated and phased project delivery. If selected Terracon will perform at least 50% of the design services in-house. We have assembled a proven and capable A/E team to support day-to-day design development and coordination.

Terracon brings specialized experience in designing downtown multipurpose plazas, demonstrating the ability to collaborate effectively with CM/GC firms, City staff, and other consultants. We know and will provide strong communication, trust-building, and responsiveness to the City's goals and stakeholders are essential. We will work and coordinate with additional City-hired consultants for services such as surveying, geotechnical analysis, traffic studies, and inspections, ensuring seamless integration and progress of the project.

We understand the identified design request will be delivered in four key phases, with optional active participation as a resource to the City Project Team during the CM/GC selection process.

- **Phase 1: Input** – Engage stakeholders and the public to review and refine the Roger Brooks Plan, incorporating feedback into an updated Plaza Design and Program.
- **Phase 2: Design** – Develop schematic and design development plans, cost projections, and a construction phasing strategy based on funding availability.
- **Phase 3: Documents Generation** – Produce construction documents that allow for phased or full implementation, depending on funding.
- **Phase 4 (Optional)** – Support CM/GC selection, assist with grant acquisition, manage bid and award, oversee construction administration (including punch list and closeout), and provide post-construction services such as record drawings and warranty inspections.



Bountiful Plaza 2019

Specific Experience

Ice/Skate Ribbon Insight

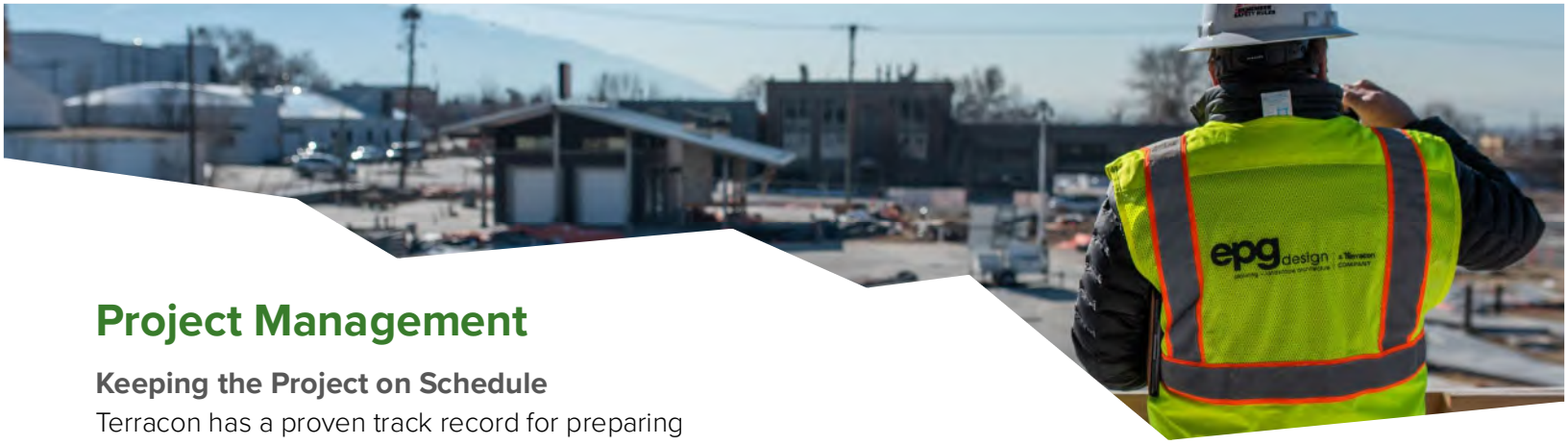
Our team brings specialized experience in the planning, design, construction oversight, and operations of ice/skate ribbons. Key considerations include:

- **Support Facilities:** Include a rental/maintenance building adjacent to the ribbon with space for skate rentals, storage, restrooms, staff office, sharpening station, heated garage for the resurfacer, chiller system, and an ice melt pit. Ensure public restrooms have rubber flooring for year-round use.
- **Site & Utility Requirements:** Select a level, well-drained site with access to power, water, gas, and sewer. Ensure high water volume and hot water (10+ gpm at 140°F) for resurfacing, supported by commercial-grade tankless heaters.
- **Ribbon Design:** Size and shape the ribbon for capacity and maintenance efficiency, with consistent curves for the resurfacer. Include areas for beginners, lighting, speakers, seating, and padded circulation paths. Use barriers/signage to separate skaters from pedestrian areas.
- **Ice System:** Design an efficient refrigeration system with heat recovery for the melt pit. Ensure the melt pit is sized for peak use and snow events. Maintain safe ice thickness throughout the season. Minimize reflective material next to or on the ice ribbon, ensure proper insulation is used under the ice ribbon to prevent permafrost.
- **Accessibility & Safety:** Ensure ADA-compliant access, provide beginner aids, and implement safety measures like fencing, signage, and trained staff.
- **Sustainability:** Use energy-efficient systems and materials. Reuse heat from refrigeration and minimize water/energy consumption.
- **Construction Details:** Include expansion joints and integrate handrail/kick plate systems. Use a proven floor section with reinforced concrete, glycol tubing, insulation, and proper sub-grade prep. Conduct thorough inspections before concrete pour.
- **Contractor Expertise:** Select a general contractor experienced in outdoor ice installations, especially concrete quality and finish.

City Center Design Understanding

We also bring specialized experience in the planning, design, construction oversight, and operations of vibrant City Plazas. Key considerations we can confirm and build upon your current planning include:

- **Organizational Oversight:** Having an organization oversee the activity within a City Center open space is critical for the continued success and response to patron desires. They are the heart of human connection of the place and the people that visit.
- **Program, Programing and even more Programing:** More than just seasonal events and planned celebrations. Programing for use is the life blood of a vibrant city center. Early, mid-day and late day activities should be focused for and responsive to the community and adjacent land uses.
- **Communication:** A strong and consistently active communication plan is needed for clear and concise messaging for the “what’s going on at Trailhead Plaza” to become effortless for the community to use the space.
- **Organized Community Calendar:** A calendar is more than a list of events on boards. Its a critical planning coordination element for business, government and citizen interaction. Coordinated efforts pay dividend in positive experiences.
- **Embrace the Unique:** Oliver Wilde is often quoted as saying “Be yourself, everyone else is already taken” ...this rings especially true in community design.
- **Stakeholder Coordination:** Engaging Stakeholders in the coordination of amenities and programming creates synergies that enhance both sides of the table and creates needed buy-in and energy for success.
- **Leadership at the Forefront:** We’ve found that leaders that are out front, actively participating and communicating with us and the community through out the design, realize the best fit for their public open space.
- **Have Fun:** A little stress is natural, a lot means we need to rethink something.



Project Management

Keeping the Project on Schedule

Terracon has a proven track record for preparing an effective schedule and implementing the tasks of the schedule to complete assignments on time. Terracon implements schedule and quality control management procedures to ensure a project's successful completion within a predetermined timeframe. We know meeting project schedules is one of the most important factors of a successful project. It is important in controlling costs, meeting the City's commitments to provide services to the community, allocating staff and other limited resources, etc. Progress reviews, milestones, and deadlines carry a very high priority with our firm, and our commitment to meet or exceed these schedules requires a key focus of our management team. To ensure projects are kept on schedule and within budget, Terracon will work closely with the City at the beginning of an assignment to identify scope of work, product deliverables, key milestones, review periods, and schedule.

Once understood, our project managers will prepare a detailed scope of work and project schedule and conduct regular reviews and updates of the project progress. Through these reviews, they will coordinate with technical resource personnel and the City to ensure project goals are being met on time. Additionally, as a project team, we will be proactive in looking ahead for potential schedule conflicts and critical path issues that may impact the schedule. If a potential conflict is identified, we will work closely with the project team and the City to collectively determine ways to avoid delays and negative impacts to the project. We will also look for opportunities to effectively accelerate the schedule, as appropriate.

To further ensure we meet project schedules, Terracon implements a three-tier company-wide schedule management system that has proven to be effective. This system includes company-wide projection reporting, departmental workload charting, and weekly assignments.

Keeping the Projects within the Design Budget

Terracon project managers receive weekly updates of project status to track and maintain our design budgets. We utilize the following approach:

- We design in 3D using civil 3D and Revit. This reduces errors and improves collaboration between site design, structural engineering, architecture, and civil grading and drainage
- Identify clear design goals and objectives, tailor the design process to meet those objectives, and follow the tailored design process
- Clearly identify project deliverables with the client the beginning of the project
- Clearly and accurately identify the required effort for each task at the beginning of the project
- Gather appropriate background information and answer needed questions prior to proceeding with design to avoid unnecessary errors and changes
- Assign appropriate staff to each task
- Regularly review the actual effort of each task against the anticipated effort and the completeness of the task
- Deliver identified project deliverables
- Maintain flexibility

Cost Estimating and Keeping Projects within the Construction Budget

The accuracy of estimating depends on three variables. First is to be sure all components required to install the project are accounted for. Second is to be sure quantities are accurately calculated and specific to the conditions of the project. Third is to have accurate unit costs for the installation of work. At each phase of a project, we implement a cost-evaluation procedure that addresses each of the variables mentioned above. We prepare our calculations on progress plans, which are marked to show the areas calculated or the items counted. We incorporate the quantities into a detailed and comprehensive spreadsheet, which serves to provide accurate cost calculations and as a checklist to be sure items impacting cost are included. Unit prices are then verified to ensure they reflect the true market costs of installation.

PHOENIX CIVIC SPACE

D. PAST PERFORMANCE

Terracon has worked closely with the following contacts on the identified projects and we feel that they are very capable to asses our past performance.

PROJECT: MILLCREEK COMMON

CONTACT: Aimee McConkie

POSITION: Executive Director

ORGANIZATION: Millcreek Common Organization

PHONE #: 801-634-8910

EMAIL: amcconkie@millcreek.us

PROJECT: BOUNTIFUL CITY CENTER PLAZA

CONTACT: Lloyd Cheney

POSITION: City Engineer

ORGANIZATION: Bountiful City, Utah

PHONE #: 801-298-6125

EMAIL: lcheney@bountifulutah.gov

PROJECT: VERNAL COMMUNITY BLOCK

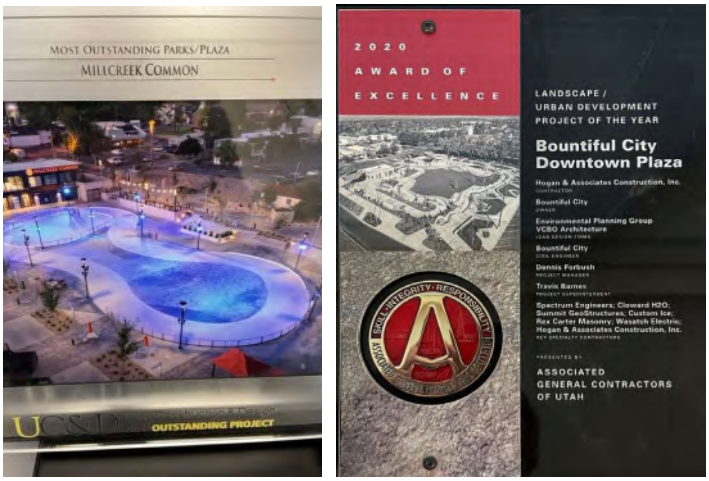
CONTACT: Quinn Bennion

POSITION: City Manager

ORGANIZATION: Vernal City, Utah

PHONE #: 435-781-7110

EMAIL: qbennion@vernal.gov



RECENT AWARDS

4685 South Ash Avenue, Suite H-4
Tempe, AZ 852821
P (480) 897-8200
Terracon.com

September 25, 2025

Tony Kohler, Director
Heber City Community Development
75 North Main Street
Heber, UT 84032

Re: Proposal for Design Services for Heber City's Trailhead Plaza
Terracon Proposal Number PJU257071

Dear Mr. Kohler and Selection Committee:

Thank you for the opportunity to respond to your additional questions. We are excited for the interview on October 7, 2025, and look forward to exploring the possibilities of Trailhead Plaza with you. At Terracon, our "Explore with Us" mentality is one built upon curiosity for what could be intertwined with our desire to collaborate with you. So, in the spirit of the great naturalist John Muir, we echo: "the mountains are calling and I must go, and do so with the understanding that much work awaits."

We are deeply passionate about place creation and exploring what makes Heber unique. We are committed to crafting a truly distinctive, Heber-centric experience for Trailhead Plaza, fully attuned to the unique character and remarkable growth your community has seen in recent years. This growth brings both exciting opportunities and challenges, and we are ready to help you transform your vision for the plaza into reality with the expertise and dedication of our design team.

Building on our successful implementation of a similar Roger Brooks plan in Millcreek and other communities, we will bring our proven talent and experience to this project. Our team understands what is required and will provide comprehensive support in funding strategies, grant writing, and cost control while guiding the public outreach process, preparing detailed construction documents, and delivering attentive construction observation services for Trailhead Plaza.

We know how to ensure vibrant, year-round activity programming, and we are well-versed in what it takes to maintain a dynamic and evolving schedule of events for all seasons. Drawing from our experience converting plazas from winter to summer and vice versa, we will share valuable lessons learned and best practices with you.

Additionally, we can supply you with tailored content and materials to attract donors using multiple approaches outlined in your master plan. These include naming rights, ice and skating ticket sales, special events, public market activities, vendor fees, donor recognition walls, commemorative pavers, and plaques. Our goal is to equip you with the tools and strategies needed to secure funding and generate ongoing revenue and community support for this exceptional space.

Sincerely,
Terracon Consultants, Inc.

David A. Harris, PLA, ASLA
Director Planning + Landscape Architecture

Lars Erickson, PLA, AICP
Senior Landscape Architect

Enclosure: Response to Questions

HEBER CITY'S TRAILHEAD PLAZA
Response to Questions

SEPTEMBER 25, 2025

Q1&2 – PROJECT TEAM

Dave Harris (Terracon) – Project Manager

Dave will lead the project as the primary project manager. With more than 35 years of experience in project and team leadership, Dave has successfully delivered high-profile projects such as Bountiful Town Square, Millcreek Common, Phoenix Civic Space (award-winning), LEED Platinum USAA Insurance Campus, Marley Park, Verrado, and international developments including Diar Al Muharraq and Masdar. Known for his collaborative leadership style, Dave excels at resolving differing viewpoints and empowering team members, fostering a culture of innovation and problem-solving throughout the project lifecycle.

Lars Erickson (Terracon) – Assistant Project Manager

Lars will support Dave in managing day-to-day design coordination and client communications. With more than 20 years of experience as a landscape architect and planner, Lars brings deep knowledge of community-focused design across the Wasatch Front and Back. He will oversee scheduling and meeting coordination and ensure that design information is effectively communicated between the ownership group and the consultant team.

Ryan Wallace (MHTN Architects) – Lead Architect

Ryan will serve as the lead architect, continuing his successful collaboration with Dave on projects like Downtown Millcreek and Vernal's Lamplighter Block. Ryan's design approach emphasizes uncovering and celebrating the unique character of each space. His experience with similar urban challenges—such as integrating major highways and mid-block pedestrian connections—will be invaluable in Downtown Heber.

Mike Budd (Custom Ice) – Design-Build Lead, Skate Trail (Ice Ribbon)

Mike will lead the design-build efforts for the ice ribbon, building on his extensive collaboration with Dave on similar projects in Bountiful and Millcreek. Partnering with Custom Ice, a national leader in outdoor ice systems, the team will ensure the mechanical design and maintenance facilities are tailored to Heber's needs. This includes features such as the ice surfacing machine, melt pit, hot water access, drainage, and storage. The team will also advise on optimizing the ribbon's layout and converting it for roller skating, drawing from lessons learned on previous projects to ensure surface quality and operational efficiency.

Michael Demkowicz (Alliance Engineers) – Lead Civil Engineer

Michael and his team will lead civil engineering efforts, building on their successful collaboration with Dave and Grant Hardy on the Sommet Blanc project in Park City. Using advanced tools like Civil 3D, Revit, and BIM 360, they've demonstrated seamless integration of complex site conditions with architectural design. Michael and Lars have also worked together on notable projects such as The Pendry Hotel, One Empire Pass, and Snow Park at Deer Valley. Alliance will support conformance to City standards and ensure the plaza design integrates smoothly with existing infrastructure.

Rich Bradley (Electrical) and Steven Mathias (Mechanical/Plumbing) (Resolut)

Rich and Steven will oversee dry and wet utility services, including electrical power, mechanical systems, and plumbing for both buildings and site elements. Their holistic approach will align with the **Envision Central Heber Plan**, considering how bundled systems in the plaza can support adjacent areas like "C" Street, Tabernacle Square, and the Public Safety Property. They will also explore sustainability strategies, such as harvesting heat from chillers for snow melt and incorporating solar or other renewable systems.

Dan Aldred (Cloward H2O) – Lead MEP and Structural Designer, Splash Pad

Dan will lead the mechanical, electrical, plumbing, and structural design for the splash pad. With nearly two decades of collaboration with Dave, including four splash pad projects across Utah, Dan's team ensures fully integrated design and permitting through the Health Department. Terracon will lead the conceptual and aesthetic design, while Dan's team will deliver construction documentation and manage permitting for a streamlined process.

Chase Strong (Hogan/Strong) – Special Advisor, Cost Estimating, and Construction Detailing

Chase will provide early-phase support for construction cost estimating, constructability reviews, and scheduling. If Hogan/Strong's involvement in this phase precludes them from serving as CM/GC later, we will rely on in-house expertise and trusted partners to maintain continuity until Heber City finalizes its CM/GC selection.

Q3 – PROJECT UNDERSTANDING

Our team has closely followed Heber's thoughtful planning process, including the **Envision Heber Comprehensive Plan** and **Envision Central Heber**, which continue to shape growth in the city and region. We've worked and interacted with a few council members and staff over the years, and the progress we see is a testament to the continued passion of the leadership and people of Heber City.

We recognize the community's investment in stakeholder workshops and scenario planning (2022–2023) for the Main Street corridor and the vision for a new recreation and tourism district. We understand the balance being pursued in preserving Central Heber's existing neighborhoods while introducing more diverse housing and commercial uses, culminating in tools like the **CHOZ Overlay/C-3 Zone** and district policies supporting hotels, revised parking, as well as preserving and or complimenting historically sensitive architecture.

We're also inspired by the formation of **Community Alliance for Main Street (CAMS)**, a grassroots group revitalizing downtown through volunteer-led programming. The CAMS climbing analogy—tools that provide grip and access—is a perfect metaphor for how CAMS anchors the plaza with energy, authenticity, and purpose.

We've studied the **Roger Brooks Plaza Design, Programming & Management Plan (2023–2024)** and are using it as the foundation for our approach. It offers a compelling roadmap for turning Trailhead Plaza into a true community hub.

Our past work shows we understand how to make public spaces successful—ensuring year-round use, supporting revenue generation, managing transitions between seasons, staffing, advertising, and planning for major events with the infrastructure to support them now and into the future.

Q4 – CM/GC SELECTION

Our primary role as the prime consultant will be to guide Heber City through the preparation and outreach process for selecting a CM/GC contractor. This includes developing and sharing a curated list of highly recommended construction firms, evaluating their performance histories, and ensuring that each candidate is not only qualified but also genuinely enthusiastic about contributing to the success of the project. Our goal is to present Heber City with a strong pool of candidates, enabling the selection of the most suitable CM/GC partner in the region.

Beyond assembling a shortlist, **Terracon will provide comprehensive evaluation tools**, including a detailed scoring matrix to support interviews and final selection. We aim to identify CM/GC teams that demonstrate a deep commitment to innovation, collaborative problem-solving, and consistent partnership throughout all phases of design, bidding, and construction. This approach ensures that Heber City benefits from a seamless, high-performing team—from concept to completion.

Q5 – A UNIQUE VISION

Our vision is to celebrate Heber City's unique character by bringing your ideas to life and aligning improvements—not only with the Trailhead Plaza plan, but also with broader community initiatives—including the Park, Trail, and Open Space Master Plan, regional context, and Heber Valley's identity as a recreation destination. Like the early settlers who saw this valley as a "paradise land," we aim to reflect the spirit of the people and become champions of the human experience.

We believe that when the project is implemented in alignment with the shared vision and plan, **genuine competition will be minimal.** While Midway offers a charming plaza with its own atmosphere and programming, Trailhead Plaza will distinguish itself as the **only fully programmed plaza of this scale and intensity in the Wasatch Back.** Its dynamic, year-round activation will attract not only Heber residents but also visitors from surrounding communities as awareness grows.

The key to success will be **to remain committed to your vision,** consistently activating the plaza with fresh monthly themes and engaging events. Beyond the impressive features already envisioned, we'll help you identify and promote unique distinctions—such as being the *only*, *largest*, or *longest* of its kind in Utah—so Trailhead Plaza becomes a true source of community pride and regional recognition.

We understand the importance of distinguishing Heber City and are committed to working closely with you and your team to realize a shared vision. **Our goal is to elevate Heber's reputation by building on the legacy of beloved local landmarks** like the Heber Creeper, Dairy Keen, Saturday hot air balloons, and baseball tournaments—bringing people together through experiences that celebrate the community.

Q6 – WHY WE'RE BEST SUITED FOR TRAILHEAD PLAZA

The Terracon team brings unmatched experience, local insight, and a collaborative spirit that make us the ideal partner for this project. Our qualifications include:

- **"Explore With Us"** – This phrase reflects our commitment to working side by side with you, building on your vision and discovering new opportunities together.
- **Local Presence** – As a Utah-based team, we are readily available for in-person meetings and responsive collaboration throughout the project.
- **Proven Expertise in Ice/Skate Ribbon Design** – We are the only team in Utah with direct experience designing and building two successful ice/roller skating ribbons.

- **Downtown Activation Experience** – We are the only other Utah team to have implemented a Rodger Brooks-inspired downtown development strategy, including more than 360 programmed activities and revenue-generating initiatives.
- **Grant Writing Support** – Our full-time grant writers will assist in identifying, applying for, and securing funding to help bring your vision to life.
- **Geo Engineering** – To complement our civil team, Terracon has in house geo engineers assisting the project with the right paving specification and special inspections for the Majestic Lawn and the overall paving service quality and performance.
- **Collaborative and Solution-Oriented Approach** – With Terracon, the path forward will be smoother, more collaborative, and highly rewarding. We foster a culture of teamwork and innovative problem-solving, turning challenges into opportunities for growth and success at every stage.

Our team is comprised of the following seasoned trail guides:

- ARCHITECTURAL GUIDE
    - MHTN pursues the goal of "VISION MADE REAL."
    - Examples: Millcreek City Hall design and public private partnerships (P3), Park City Arts and Culture District Master Plan (P3), Saratoga Springs Downtown Master Plan (P3), Riverton City Hall Plaza and Weber Crossing (P3).
    - Examples show proven skill in design of context sensitive architecture style at the right scale and massing to be applied in Historic Heber along Main Street.
    - Current partner supporting Terracon on Vernal Downtown Lamplighter Block Plaza, a retail promenade that works both in the summer and winter, allowing flexible retail use and future trends.
    - A mid-block retail paseo providing pedestrian access from the plaza north to future retail and businesses.
- SKATE TRAIL GUIDE
    - Led by Dave Harris and his Utah ice/skate experience both activating the space in winter and summer.
    - Utilizing experience of Canadian company, Custom Ice, for design/build MEP services on the ice ribbon.
    - Understanding how to design the handrail; kick plate expansion joints in and around the ribbon are critical for its success.
    - The concrete surface needs to be designed and specified to accommodate both winter and summer use. The finishing of the surface will be critical for its success.
    - Access to and from the rental building to the ice/skate ribbon for both the visitors and the maintenance crew is critical. Converting the area for winter use vs summer needs to be carefully planned to include storage for the rubber pads and ensuring the restroom building has rubber surfacing in it as well.
    - Designing the appropriate turning radiuses for the ice surfacing machine will reduce labor and increase efficiency during the winter months.
    - Designing the correct lighting, speakers, seating around the plaza and particularly the ice ribbon is critical for ensuring equal sound throughout and creative lighting for the experience and safety.
    - Designing off ribbon spaces for selfies, social media videos, and personal interactions are additional details we consider.
    - Built-in or space provided for show lockers should be included.
    - Lots of seating, fire pits, and people watching opportunities.

- Sufficient hot water for winter use is needed.
- Proper ice ribbon section profile with insulation, steel, HDPE tubing, and welded wire mesh, is critical.
- Reducing adjacent heat islands, reflective heat or heat sinks from walls and adjacent surfaces need to be considered.
- Proper sizing for the ice melt pit, overflow storage for ice shavings, and heating strategies for the pit including pulling heat from the chillers.
- Proper selection and purchase of the ice surfacing machine.

- CIVIL ENGINEERING GUIDE (also see Q16 response)
  - Alliance – Developer friendly, Wasatch Back knowledge and experience.
  - Examples: Site design and skate ribbon at Cormont and Marcella projects at Deer Valley Resort.
  - Code compliance for grading, drainage, and utility plans.
  - Proven experience with Terracon as prime consultant and lead designer.
- MECHANICAL, ELECTRICAL AND PLUMBING GUIDE
  - Resolut: One of the most trusted MEP partners in the business, Responsive informed recommendations, proactively putting excellence first.
  - MEP for site and buildings, including close collaboration with Terracon as prime consultant.
  - Over 10 years of experience completing projects with the Terracon team.
- SPLASH PAD GUIDE
  - Cloward H2O – MEP and structural for the splash
  - Examples: Springville, Utah, Bountiful Splash creek, Millcreek Common Splash pad PH 1, Millcreek Common Splash Creek PH 2, Midvale City Park
  - Other considerations: Cloward is an expert at coordinating splash pad equipment to meet the operation and maintenance staff expectations, as well as understanding local health department codes and safety concerns. Includes designing splash pads that are low maintenance, long lasting and cost effective as well as a high-quality, key attractions created for communities at the local, national and international scale.

Q7 – OUR LEADERSHIP, CURATED QUALITY

Dave is a natural trail boss, bringing extensive experience at the local, national, and international levels. His leadership is grounded in practical expertise and a commitment to quality. While value engineering can sometimes risk compromising materials or design integrity, Dave (and the entire team) will work closely with you to ensure that budget-conscious decisions still result in durable, high-performing outcomes.

Quality will never be sacrificed lightly. Every cost-saving measure will be carefully evaluated to balance affordability with long-term value. Dave and Lars will collaborate with our interdisciplinary team to provide well-informed recommendations, clearly outlining the pros and cons of each decision that could impact the overall quality or longevity of the project.

Q8&10 – TRUSTED RELATIONSHIPS AND DIVIDED OPINION

We'll meet you where you are, whether that is in council meetings, staff coordination sessions, or community events designed for meaningful engagement. Our commitment is to listen actively, respond consistently, and build trust through transparent communication. Our goal is to deliver the most effective and enjoyable Trail Guide Experience possible.

We approach outreach with empathy and clarity—**first seeking to understand, then to be understood.** All feedback will be thoughtfully considered in the context of your project goals and the collaboratively developed objectives. Our role is to provide informed, dependable leadership that adds the greatest value for the greatest number of people.

Rather than persuading opinions, we aim to clearly communicate the reasoning behind decisions. **We stand with and support City leadership first, acting as a trusted and reliable extension of your staff.** Our focus is on partnership, clarity, and shared success.

Q9 – PUBLIC OUTREACH STRATEGY

Effective public outreach is built on two-way communication. We will develop and submit a comprehensive outreach plan, refined in collaboration with you, to ensure clear messaging and consistent feedback throughout the project timeline.

Our approach will focus on:

- **Tailoring outreach strategies** that reflect local needs and community dynamics.
- **Reviewing existing efforts** to identify what has already been accomplished and where to focus moving forward.
- **Creating a dedicated project page** on the City's website to share the schedule, press releases, and progress updates. This page will serve as a "trail map" for the community—keeping residents informed and encouraging ongoing engagement.
- **Defining outreach goals and objectives**, target audiences, key messages, and desired feedback.
- **Clarifying roles and responsibilities**, including:
  - Heber City Staff Lead
  - CAMS Communications Lead
  - Consultant Engagement Lead
- **Identifying media outlets and release protocols**, including The Wave, local radio, CAMS/City social media accounts (Facebook, Instagram), or the creation of dedicated project channels.
- **Coordinating key dates and times** with City Council, CAMS, and other scheduled meetings.
- **Planning logistics** for events, polls, and surveys.
- **Establishing a process for evaluating feedback.**
- **Determining staffing and material needs.**

We will maximize existing City and stakeholder assets to support public involvement. Starting with the City Steering Committee and CAMS leadership, we'll review, inform, and update the engagement plan—leveraging social media and in-person experiences that align with existing community events, such as:

- Heber Market on Main / Concerts in the Park
- Harvest Market
- Soulful Sundays
- CAMS Halloween Main Street Party
- Cowboy Poetry (Early November)
- Heber Valley Railroad Events (e.g., Polar Express)
- Tree Lighting Celebration (Early December)
- CAMS Olde Fashion Christmas Party

We're also prepared to support additional events designed to spark public interest. For example, a playful concept like **"Creepers in the Park"**—a Halloween-themed campaign referencing the Heber Creeper—could creatively highlight public safety concerns while engaging the community with humor. While this may not be the perfect fit, we'll work closely with you to craft messaging that is both compelling and aligned with your values.

Using the City's brand, we will support outreach activities and oversee messaging as an extension of your team. Our goal is to make the process enjoyable, celebrate the experience, and foster meaningful dialogue. When engagement is authentic and fun, feedback flows naturally.

Q11 – SIMILAR PROJECT DESIGN

How and Why Our Project is Similar to Heber City's Trailhead Plaza

Dave Harris, along with our consulting team and in collaboration with a former partner of Rodger Brooks, led the planning and design of Millcreek Common. We developed a comprehensive vision document that detailed year-round activities, revenue-generating strategies, overall cost projections, and strategic recommendations for the City of Millcreek. Aimee McConkie and her team at Millcreek enthusiastically embraced our plan, implementing it with remarkable success and even exceeding our original expectations and revenue targets.

How our Project has Prepared Us for Heber City's Trailhead Plaza

Our experience with Millcreek Common, Bountiful Town Square, and most recently Vernal Lamplighter Block has thoroughly prepared us for the Trailhead Plaza project. Each of these developments shared similar project goals, expectations, and design approaches, allowing us to refine strategies that foster vibrant community spaces. Through these projects, we gained valuable insight into the mechanics and equipment required for ice/skate ribbons, splash pads, and fire pits, as well as optimal configurations for seating, shade, lighting, sound systems, retail buildings, donor recognition, food trucks, and naming rights. We also mastered planning for both large and small events to ensure year-round activation. Our approach centers on designing dynamic outdoor plazas that encourage exploration, attract visitors downtown, promote public enjoyment, and drive economic revitalization.

Lessons Learned that Can Apply to the Heber City Trailhead Plaza

We have already shared a variety of ideas throughout the previous questions, but here is a concise summary of strategies and recommendations we can implement at Trailhead Plaza.

- **Ice/Skating Ribbon** – To maintain high-quality ice, minimize or eliminate materials that reflect heat or act as heat sinks near the ice ribbon, such as concrete planters, seat walls, and even the handrail. These elements can radiate heat and degrade ice quality. Avoid using sand-set or permeable pavers adjacent to the ribbon and expansion joint, as the expansion and contraction can create ongoing maintenance issues. Design the handrail so it is not structurally tied to the ribbon and ensure the ice maintenance garage is easily accessible from the ice surface. Plan for efficient winter rubber pad installation and storage to facilitate seasonal transitions. Do not cut costs on essential features like the ice melt pit and service garage for the ice machine. Carefully design the hot water delivery system to fill the ice machine quickly. Appropriately size the ice melt pit and storage area, and develop a snow removal strategy, including considering heated paving in key areas.
- **Splash Pad** – Select durable, low-maintenance nozzles, equipment, and surfaces. Minimize the number of expansion joints that require water stops. Ensure all equipment is sourced from reputable suppliers and is straightforward to maintain. Avoid overly complex lighting or high-tech equipment that could burden operational staff. Design an engaging and unique splash creek/pad

without overcomplicating features like lighting, spray nozzles, or overhead play elements, which can be prone to vandalism and damage.

- **Fire Pits** – Fire pit operation should be controlled by staff only to ensure safety and reduce maintenance needs. Allowing public access to controls increases complexity and potential risks.
- **Retail** – Carefully plan the size and type of retail spaces along Main Street. Consider constructing the core and shell, allowing tenants to complete interior improvements. Ensure spaces are appropriately sized and equipped with necessary infrastructure such as grease traps, adequate power, flexible indoor/outdoor retail and dining areas, and sufficient storage and kitchen facilities to accommodate anticipated retail uses.
- **Event Lawn** – Work with Terracon and our geotechnical engineers to ensure proper design and installation of geo grids and soil engineering for the event lawn. Proper oversight during construction is essential, as geo grids can fail if not correctly implemented.
- **Paving System** – Choose readily available, smaller pavers instead of larger, modern units. Smaller pavers are less prone to cracking or breaking under heavy use. Consider water absorption rates, as lower absorption will result in more durable, easier-to-maintain surfaces.
- **Lighting** – Opt for simple, reliable lighting and speaker control systems. Involve your operations team in the selection process to ensure the equipment is manageable and maintainable.
- **Grading, Drainage, and Utilities** – Ensure that civil engineering is fully coordinated with master grading, drainage, and utility plans. Design the storm drain system for easy access, cleaning, and maintenance.

Q12&13 – SCHEDULE, SCOPE AND BUDGET

We have outlined a proposed project timeline that includes key milestones, reviews, and approvals at each phase (Figure 1). This structured approach ensures that design efforts remain aligned with City and stakeholder input through continuous engagement and feedback, helping to avoid advancing too far without consensus.

We look forward to refining the scope and schedule with you during the project kick-off and throughout its duration. Phase-specific cost analysis—coordinated through the CM/GC partner and supported by the full client and consultant team—is essential for identifying and resolving issues early in Schematic Design, Design Development, and Construction Documentation.

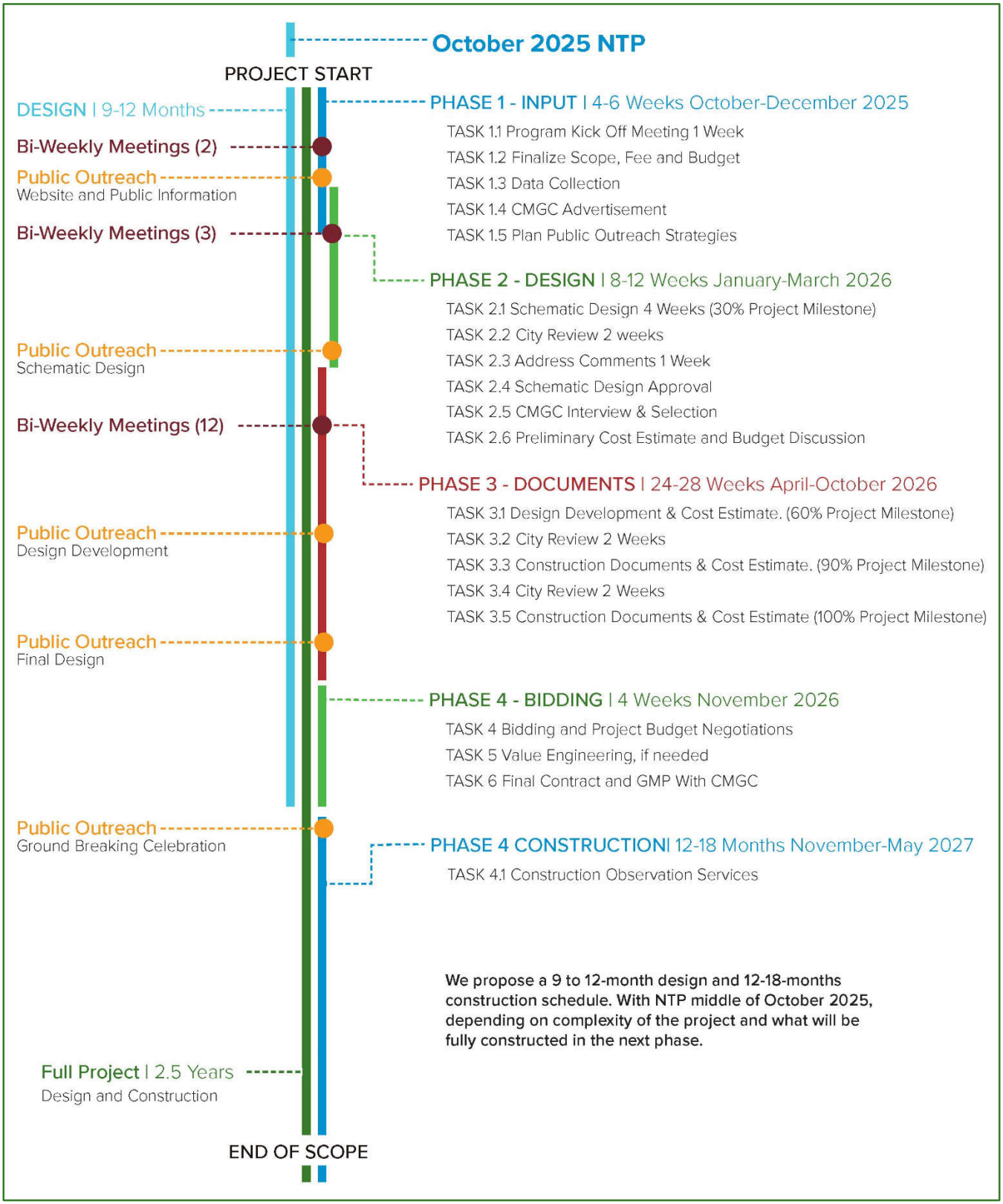


Figure 1. Proposed Schedule

Q14&15 – MINIMIZING FINANCIAL IMPACT AND P3 PRECEDENT

Millcreek Commons successfully leveraged the dual role of Community Life Director and Trailhead Plaza Executive Director to oversee the plaza's daily operations. This leadership was instrumental in generating the energy and momentum needed to attract private partners by clearly demonstrating the economic potential of collaboration with the City. In close coordination with the Economic Development Director, the team focused on cultivating the right public-private conditions to ensure mutual success.

This strategic planning and implementation approach provided a clear framework for launching and sustaining the plaza. Expectations were exceeded from the outset, with first-year revenue surpassing projections by approximately 600 percent.

We will work with you to establish a similar organizational structure to coordinate programming, partnerships, and operations for Trailhead Plaza. This structure will guide the use of tools such as bonding, fundraising, grant applications, and self-generated revenue. All goals will align with the Envision Heber Central City plans.

Additionally, Terracon's in-house grant writers are available to help identify and pursue relevant funding opportunities. The path to success will be shaped by the following considerations:

Success Factors

- **Catalyst Phasing:** Build upon the most exciting parts of the Trailhead Plaza Master Plan through use and revenue from the completed Bandshell and future Skate Trail ice ribbon.
- **Multiple Funding Sources:** Grants (federal, state), developer fees, impact fees, private investment. Diversification reduces risk. (Millcreek Common got funding from multiple public sources plus developer impact fees.)
- **Flexibility and Mixed Uses:** Combining housing, public buildings, open space, entertainment, markets increase community draw and can help financial sustainability.
- **Shared Infrastructure and Amenities:** Shared parking, shared public spaces, amenities that attract foot traffic ensures private development is supported by public benefit.
- **Institutional/Legal Frameworks:** Special districts, Public Infrastructure Districts, P3 laws/facilitators that make contracts, risk-sharing, performance standards feasible.

Examples of this being done successfully in our area are the aforementioned Millcreek Common, Pioneer Park Farmers Market by Salt Lake City in coordination with Friends of groups and the Downtown Alliance, and the Park City Arts & Culture District, which MHTN was a consultant on.

Q16 – A STRONG CIVIL ENGINEERING PARTNER

Alliance Engineering will play a critical role in the design and construction of the Trailhead Plaza, ensuring all civil engineering elements support the project's vision and meet Heber City standards. They serve as the bridge between design intent and site constraints, aligning technical solutions with overall aesthetic and functional goals.

Alliance will collaborate closely with Heber City's engineering and public works departments to ensure roadway drop-offs, parking, water, sanitary sewer, and storm drainage infrastructure meet city requirements and are integrated effectively into the overall design.

Their experience spans numerous municipalities, including Park City Municipal, Snyderville Basin Water Reclamation District, Mountain Regional Water, Summit Water, Gorgoza Water, Special Service

District #3, Summit County, Jordanelle Special Service District, Wasatch County, and the Military Installation Development Authority. This background ensures they're well-versed in navigating municipal review processes and capital improvement projects.

Alliance has proven expertise in projects of similar scale and complexity. Their work on the Main Street Pedestrian Improvements project, with enhanced sidewalks, drainage, and pedestrian corridors, has stood the test of time. They've also improved public spaces at Utah Olympic Park, Park City Resort's Canyons Village, and throughout the Empire Pass development in Deer Valley—each featuring unique plazas, patios, pools, and pedestrian connections.

Alliance has a longstanding relationship with this project's design team, having collaborated on high-profile private projects like One Empire Pass, Argent, Sommet Blanc, and the Pendry Hotel, as well as public projects including Ecker Hill Middle School, Park City High School remodels, and Park City's Arts and Culture District.

Their ability to coordinate evolving design ideas is also demonstrated in complex projects currently underway such as the Cormont Plaza and Ice Ribbon at Deer Valley East Village. They understand the importance of flexibility, collaboration, and responsiveness in managing shifting priorities while maintaining schedule and budget.

Their 17-person team includes licensed engineers, surveyors, UAV drone operators, drafters, and a 3D modeling specialist. They work directly with public and private owners, architects, and other consultants to ensure grading, drainage, and utilities align with project goals and embed value engineering into every phase to deliver cost-effective, practical solutions.

With a strong grasp of stormwater management, site grading, and utility coordination, Alliance is well-equipped to deliver a complete and efficient civil engineering package for the Heber City Trailhead Plaza.

AFFIRMATION STATEMENT

We will prepare a sealed fee proposal organized by a detailed scope of work plan that supports our text proposal submitted on September 25, 2025. We will only update it before submission if communication in the interview process warrants it. We expect this revision will not take long, if needed, and we should be able to provide it within 24 hours or less of formal city request. It will be ready on October 8, 2025, according to the dates outlined in the initial RFQ. We will then work with you to refine and adjust the scope and fee to meet your goals and vision. We will also provide requested revisions or adjustments to the sample contract language.

HEBER CITY CORPORATION
75 North Main Street
Heber City, UT 84032
Heber City Council Meeting
September 2, 2025

DRAFT Minutes

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

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

Mayor Heidi Franco called the meeting to order at 4:04 p.m. and welcomed everyone present.

City Council Present:	Mayor Heidi Franco Council Member Yvonne Barney - arrived 4:16 p.m. Council Member Aaron Cheatwood Council Member Mike Johnston Council Member Sid Ostergaard Council Member Scott Phillips
Staff Present:	City Manager Matt Brower Assistant City Manager Mark Smedley Community Development Director Tony Kohler City Engineer Russ Funk City Attorney Jeremy Cook City Recorder Trina Cooke Chief of Police Parker Sever City Treasurer Mindy Kohler Public Works Fleet Manager Preston Hicken IT Director Anthon Beales

Staff Participating Remotely: IT Director Anthon Beales, Human Resources Manager Cherie Ashe, Engineering Technician Desiree Muheim, Assistant City Manager Mark Smedley, Finance Manager Sara Jane Nagel, Animal Control Supervisor Justin Hatch, Animal Control Officer Stella Schurtz, Animal Control Technician Holly Brown, Animal Control Technician Troy Glaser, Public Works Director Matthew Kennard, and Planner Jacob Roberts.

Also Present: Rachel Kahler, John Janson, Zach B, Tuck and Jeannie Lowe, Morgan Murdock, Tori Broughton, and others who did not sign in or whose handwriting was illegible.

Also Attending Remotely: (names are shown as signed in online) Mary, Alex, Andrew, Anne, C, Christen Thompson, Dwayne Giles, Grace KPCW, Jami Hewlett, Jen, JS, Nick Lopez, Patrick Snead, Quinn, S, Shorty5, and Zach Butterfield.

1. Updating Utility Applications to Remove Rental Accounts (Mindy Kohler, Treasurer) - *30 min*

City Treasurer Mindy Kohler provided background regarding the City software that allowed renters to have utility accounts in the renters name at the service address rather than the homeowner. She explained that renters often moved out without settling past-due accounts for City utilities. The unsettled accounts left the City with a significant deficit annually. Staff recommendation was to allow utility accounts to be held only under the homeowners name. Ms. Kohler proposed a plan to notify the homeowner's of the intention to convert all rental accounts beginning in the new year and for all new rental unit accounts to be established only in the name of the property owner. Consensus of Council majority was to return to the next City Council Meeting with an ordinance to implement the amended policy.

2. Ordinance 2025-08 repealing the Residential Commercial Overlay Zone (RC) and the Neighborhood Infill Overlay Zone (NIOZ) and replacing them with the Central Heber Overlay Zone (Tony Kohler, Community Development Director, John Janson, Planning Consultant) - *45 min*

Community Development Director Tony Kohler reviewed the updates made at Council's direction to the proposed Central Heber Overlay Zone (CHOZ) Ordinance. Council proceeded to discuss the density that would be permitted, affordable housing options, the transition area for the zone, how to best guide redevelopment in the downtown area, and what the property owners should and should not be allowed to do with adjoining City-owned utility right-of-way land.

3. C Street Initiative (Tony Kohler, Community Development Director) - *20 min*

Community Development Director Tony Kohler asked Council to consider a trigger mechanism for C Street improvement projects. He recommended reaching out to the design community with an RFQ (Request for Qualifications), and go through a six to nine-month process to approve a design and the amenities to be included. He suggested a temporary ordinance to halt development in the area until the design process was established. Consensus of Council majority supported staff proceeding with the RFP process and the temporary ordinance to halt development.

II. BREAK - 10 MIN

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

1. Call to Order

Mayor Franco called the meeting to order at 6:17 p.m. and welcomed everyone present.

2. Pledge of Allegiance (Heidi Franco, Mayor)

Mayor Franco led the recitation of the Pledge of Allegiance.

3. Prayer/Thought by Invitation (Yvonne Barney, Council Member)

Council Member Barney shared that her friend visiting Scotland had shared the following quote that she felt captured the meaning of community: "Eat at a local restaurant tonight. Get the cream sauce. Have a cold pint at 4 o'clock in a mostly empty bar. Go somewhere you've never been. Listen to someone you think may have nothing in common with you. Order the steak rare. Eat an oyster. Have a Negroni. Have two. Be open to a world where you may not understand or agree with the person next to you, but have a drink with them anyways. Eat slowly. Tip your server. Check in on your friends. Check in on yourself. Enjoy the ride." - Anthony Bourdain. Council Member Barney felt the Council should remember to enjoy the ride and find ways to work together.

IV. AWARDS, RECOGNITION, and PROCLAMATIONS:

1. Oath of Office for New Police Officer Kenzi Bishop

Chief of Police Parker Sever introduced new Heber City Police Officer Kenzi Bishop. City Recorder Trina Cooke provided the Oath of Office for Officer Bishop.

2. Mayor's Awards for Heber Valley Animal Services Team: Justin Hatch, Stella Shurtz, Holly Brown, and Troy Graser; City Arborist Parker Sweat; City Planner Jamie Baron; and Building Official Curt Davis

Mayor Franco read the Mayor's Award nominations for the Animal Service Team as included in the meeting materials and presented each of them with a commemorative challenge coin. The recognition for Parker Sweat, Jamie Baron, and Curt Davis was postponed until the next meeting.

V. CONFLICT OF INTEREST DISCLOSURE:

There were no conflicts disclosed.

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

Mayor Franco opened the Public Comment period at 6:29 p.m. With no one coming forward to comment, the Public Comment period was closed at 6:30 p.m.

VII. CONSENT AGENDA:

Mayor Franco explained that items five and six on the Consent Agenda were being pushed to the next Council Meeting.

Motion: Council Member Phillips moved to approve agenda items one through four on the Consent Agenda.
Second: Council Member Cheatwood made the second.
Discussion: Council Member Cheatwood asked if the old Vac-truck had been sold. Fleet Manager Preston Hicken stated it had not yet been sold. Council Member Johnston asked what was done with the waste extracted by the truck. Mr. Hicken explained that debris such as rocks and sticks were separated out and the waste was disposed of properly.
Voting Yes: Council Members Phillips, Ostergaard, Cheatwood, Barney, and Johnston.
Voting No: None.

The **Motion Passed unanimously, 5-0.**

1. August 19, 2025, City Council Meeting Minutes (Trina Cooke, City Recorder)
2. Ordinance 2025-23, Sports Court Fencing (Jamie Baron, Planning Manager)
3. Ordinance 2025-20 Amending the Parking Code (Jeremy Cook, City Attorney)
4. Public Works Purchase of Sewer Vacuum Truck $508,421.13 (Preston Hicken)
5. Resolution 2025-14 Shift Differential for Hourly Administrative Staff (Cherie Ashe, Human Resources Manager)

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

1. Ordinance 2025-08 repealing the Residential Commercial Overlay Zone (RC) and the Neighborhood Infill Overlay Zone (NIOZ) and replacing them with the Central Heber Overlay Zone (Tony Kohler, Community Development Director, John Janson, Planning Consultant) - *45 min*

Council resumed their discussion regarding how to implement or require under-grounding power lines; clarified the frontage surface improvement requirements for curb, gutter, and sidewalks; determined the number of units and bedrooms permitted in mansion-style multi-unit buildings; location of utility easements and the size of utility boxes; and porch and balcony square footage minimums.

Mayor Franco opened the discussion for public comment at 7:49 p.m.

Tori Broughton stated that she lived in the downtown area and wished to commend the Council for considering the overlay zone. She hoped the Council was aware that entities across the State were looking to Heber City to learn what the City would pass, and accomplish with this ordinance, to see how the City would guide infill and create affordable housing options for both the people already living downtown and those looking to live downtown. She recognized the details that needed to be worked out but felt it was exciting that there were others in the State watching to see what Heber City would accomplish. She echoed Jason Glidden's statement that it was very cutting-edge.

With no one further coming forward, the comment period was closed at 7:51 p.m.

The Council further discussed allowing tandem parking as was proposed for flag lots and whether it would cause potential obstructions to emergency vehicles.

Motion: Council Member Phillips moved to approve Ordinance 2025-08 with the changes discussed.
Second: Council Member Johnston made the second.
Discussion: Community Development Director Tony Kohler reviewed the changes to the proposed zoning ordinance as follows:

- change the utility easement requirements

- delete the height reference in the table and replace with a 35-foot maximum for all other primary buildings
- clarify the 600-foot distance between fire hydrants with the fire department
- delete section E.4. regarding the utility easements
- delete the car parking turnaround requirement for flag lots
- porches and balconies size requirement would be 40-feet instead of 60-feet

City Engineer Russ Funk questioned whether the flag-lot turnaround requirement was for fire department access. Mr. Janson clarified the fire department requirement was that no structure be further than 150 feet from a hydrant. Council discussed whether it would be better to wait to approve the ordinance until the changes had been implemented, a discussion could be held with Heber Light and Power, and clarification of the fire department requirements. Mayor Franco and Council Member Barney felt the changes should be implemented in the ordinance before Council voted. Council Member Cheatwood felt the vote should wait until staff could have a conversation with Heber Light and Power and the Fire Department for clarification.

Motion: Council Member Barney moved to wait until there was more clarity on the Heber Light and Power issue and clarity from the fire district for the flag-lot turn around requirement.
The M**otion failed** for lack of a second.

Council Member Ostergaard felt the fire department requirement had been clearly established by the department itself. Council Member Phillips noted the code would defer to the original zone requirements regarding utility easements and di not need to be addressed in this zone. Mr. Funk clarified that the current code required the provision of utility easements in subdivisions. Utility easements were not required outside the definition of subdivisions such as for accessory dwelling units. Mr. Funk felt comfortable that the removal of the utility easement language in the proposed document would defer to the underlying zone requirements. He recalled that the requirement in place was adopted the previous year by the sitting Council

Vote on original motion by Council Member Phillips:
Voting Yes: Council Members Phillips, Ostergaard, Cheatwood, and Johnston.
Voting No: Council Member Barney.
The **Motion Passed, 4-1.**

IX. COMMUNICATION:

City Manager Matt Brower shared the following communication items:

- An image for the revised roundabout design with an eagle to be placed at the Daniel Road location.
- He had been working with CAMS (Community Alliance for Main Street) for the seasonal celebration at the Main Street Plaza. He was seeking Council support to enter into a contract with CAMS, to pay $30,000 for their services. The CRA fund had $50,000.00 that would cover the cost, and he would return to a future City Council meeting with a budget amendment for formal approval.

- He and the City Council representatives, Mike Johnston and Sid Ostergaard, had met with the County CRA (Community Reinvestment Agency) subcommittee who had agreed to meet with the remaining County Council members to further discuss an agreement with the City. The City representatives felt it had been a very successful meeting.
- The Cemetery Columbarium construction was almost complete. There would be a ribbon cutting ceremony, open house, and time capsule placement. Staff would be working to retool the administrative position at the cemetery to more actively promote sales of the cremation niches.

Council Member Cheatwood asked if the ice-ribbon could be removed from the RFQ (Request for Qualifications) for the park. Mr. Brower informed that the bids had already been received by the City. Staff would review the bids and the top three or four bids would be presented to Council for a final decision.

Council Member Cheatwood state he had a note from the preceding year to readdress the discussion on fuel-flowage cost changes for the Airport. Mr. Brower shared the study of costs at other airports had been done and staff was still negotiating with the FBO (Fixed Base Operator) at the Heber Valley Airport. The City had not yet missed their window of opportunity to increase fees.

X. CLOSED MEETING: (As Needed)

There was no Closed Meeting held.

XI. ADJOURNMENT:

Motion: Council Member Phillips moved to adjourn.
Second: Council Member Johnston made the second.
The meeting adjourned at 8:41 p.m.

_____
Trina Cooke, City Recorder

HEBER CITY CORPORATION
75 North Main Street
Heber City, UT 84032
Heber City Council Meeting
AMENDED AGENDA
September 16, 2025

DRAFT Minutes

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

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

Mayor Franco called the meeting to order at 4:03 p.m. and welcomed all present. Council Member Yvonne Barney was excused.

City Council Present:	Mayor Heidi Franco Council Member Aaron Cheatwood Council Member Mike Johnston Council Member Sid Ostergaard Council Member Scott Phillips - remotely
City Council Absent:	Council Member Yvonne Barney
Staff Present:	City Manager Matt Brower Assistant City Manager Mark Smedley Community Development Director Tony Kohler Planning Manager Jamie Baron City Engineer Russ Funk City Attorney Jeremy Cook City Recorder Trina Cooke Deputy City Recorder Robin Bond

Staff Participating Remotely: Assistant City Manager Mark Smedley, Finance Manager Sara Jane Nagel, Public Works Director Matthew Kennard, Human Resource Manager Cherie Ashe, Planner Jacob Roberts, Planning Manager Jamie Baron, Engineer Kyle Turnbow, Planning Administrative Assistant Meshelle Kijanen, Accounting Tech Wendy Anderson.

Also Present: Riley Wright, Jason Norlen, Jason Glidden, Gaylen Latimer, Ken McConnell, Andrea Clayton, Naomi Kisen, Craig Hancock, Alicia Fairbourne, Ken McConnell, Michael Bradshaw, Mike Dixon, Theresa Wardell, and others who did not sign in or whose handwriting was illegible.

Also Attending Remotely: (names are shown as signed-in online) Cody W, Lucinda Thomas, Shorty5, A, B, Catherine, D, Jen, Matt, S, and SRH.

1. 100 West Design Field Trip (Matt Brower, City Manager) - *60 min*

Mayor Franco advised that the Council and Staff would be taking a field trip for the first agenda item to walk along 100 West between 100 South and 300 South to discuss parking and road design options. She invited all interested to join them. The meeting recording would be paused and resume in approximately one hour.

2. HL&P Utility Box Discussion (Jason Norlen) - *20 min*

Council Member Cheatwood explained that during the preceding field trip, Council had expressed concern with the size of the large switch boxes installed by Heber Light and Power (HL&P). Jason Norlen and Riley Wright, representing Heber Light and Power, were present to answer questions for the Council and participate in the discussion. Mr. Norlen explained the necessity for the size of the switch boxes. The boxes needed to be large enough to handle the rate of growth in the City and County. Council Member Cheatwood clarified that the boxes powered both above-ground and below-ground power-lines. Council discussed options for the locations of the switch boxes, the preference for all future development to install power lines below ground, the cost to bury existing above-ground power-lines, and the possibility of raising the height of existing power poles to protect existing street-lining trees.

3. Mill Road & 980 S Intersection Improvement Options (Russ Funk, City Engineer) - *20 min*

City Engineer Russ Funk presented images of six possible options for traffic safety improvements at the school crossing on Mill Road and 980 South. The options included curb bulb-outs, overhead flashing lights, having a crosswalk on one side of the intersection instead of both, reduce speed zone flashing lights, flashing lights on a crosswalk sign identifying the cross-walk, and continued crossing-guard training. Mr. Funk clarified the requirement to provide a safe school route for students did not ensure the students would use that route. He noted there were significant grant opportunities the City could apply for. He felt the greatest safety impact would come from the sidewalk bulb-outs with overhead flashing lights. Council further discussed their preferences for safety improvements and a timeline for installation.

II. BREAK - 10 MIN

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

1. Call to Order

Mayor Franco called the meeting to order at 6:11 p.m. and welcomed everyone present.

2. Pledge of Allegiance (Yvonne Barney, Council Member)

Mayor Franco led the Pledge of Allegiance in Council Member Barney's absence.

3. Prayer/Thought by Invitation (Sid Ostergaard, Council Member)

Council Member Ostergaard shared his hope that the recent tragedy at UVU (Utah Valley University) would bring the community closer together. He invited citizens to do their homework on the candidates running for office in the upcoming Municipal Election.

IV. AWARDS, RECOGNITION, and PROCLAMATIONS:

1. Recognition of Trina Cooke, City Recorder, for Achievement of Master Municipal Clerk Designation

City Recorder Trina Cooke received her Master Municipal Clerk Designation and was honored by Mayor Franco, the City Council Members, City Manager Matt Brower, and the Utah Municipal Clerk's Association (UMCA) Secretary Alicia Fairbourne and Education Director Lucinda Thomas. Ms Fairbourne described the many requirements and dedication of time necessary to achieve the esteemed designation.

2. Mayor's Award Presented to Arborist Parker Sweat, Building Official Curt Davis, and Planning Manager Jamie Baron

Mayor Franco recognized Parker Sweat for the installation of the vegetation at the sheepherder roundabout. She recognized Jamie Baron and Curt Davis for the completion of the Band Shell at the Heber City Park. She read the nominations of each, as included in the meeting materials, and presented each with a Heber City Challenge Coin.

V. CONFLICT OF INTEREST DISCLOSURE:

Mayor Franco stated that she had received a conflict of interest disclaimer from Council Member Mike Johnston indicating that he would recuse himself from the discussion and vote on the Bush Annexation and the Food-Truck Court agenda items. Council Member Johnston indicated the Food-Truck Court agenda item would be postponed to a later date.

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

1. Ordinance 2025-25 Bush Annexation, located at approximately 3450 N Hwy 40 (Jamie Baron, Planning Manager)

Planning Director Jamie Baron presented images of the proposed annexation located on the north end of town, south of Moulton Lane. He explained the annexation process had been through the Planning Commission, who had forwarded a positive recommendation, as the petitioner met City and State annexation requirements. He provided the findings and conditions of the Planning Commission, as outlined in the attached Staff Report.

Staff recommendation was to proceed with the Public Hearing and staff would work with the annexation petitioner on a development agreement to be returned to a future City Council Meeting for further discussion and Council direction. Mr. Baron outlined additional details as provided in the Staff Report.

Gary Bush, petitioner, stated that his goal was to build a storage barn in order to store construction materials he had on site. He was seeking a development agreement in order to annex into the City boundary. The County would not permit him to build a storage barn until he built a primary residence. He would not be able to develop on the site until a private road was improved. He added that Wasatch County preferred him to annex into the City.

Mayor Franco asked Mr. Bush to explain the nuisance issues with the County. He explained that he specialized in historic restoration. He said there was a Wasatch County Planner who had led him to believe it was okay to store his materials on the property. The Planner was no longer with the County and Mr. Bush then discovered he was not in compliance. He felt the best route to becoming compliant would be to annex into Heber City. He wished to build the barn to store the materials that were currently piled on the ground at the property. He shared photos of his property, the outbuildings, and the materials piled thereon. Mr. Baron explained that Mr. Bush wished to be annexed and build the storage barn, but also wanted to be granted a zone that would allow him to develop in the future. Mr. Johnston, representing Mr. Bush, reiterated that Mr. Bush was unable to develop the land until there was utility and road access. They were not seeking approval of the site plan but solely the annexation. City Attorney Jeremy Cook added that the City would be able to require nuisance violations to be cleared in the development agreement, which would be contractually binding and more enforceable than code violations with the County.

Mayor Franco opened the Public Hearing for public comment at 7:10 p.m.

Mike Dixon said he had been neighbors with Mr Bush for 20 years. Mr. Dixon pointed to all the out-buildings on Mr. Bush's property that had been built without a permit. Mr. Dixon had built a fence in attempt to hide Mr. Bush's property. He claimed that Mr. Bush had been red-flagged by the County multiple times for violations and currently had a court case pending with the County for code violations and the illegal buildings. Mr. Dixon said the road could not be widened because there was a drainage field there. He felt it was disingenuous to imply that UDOT would tear down family homes for a road that was not yet in draft form. He felt that Mr. Bush had no intention of dedicating affordable housing to the City. He claimed the piles of wood on the property were all junk and had been there for 20 years.

Mayor Franco asked to reexamine the photos for clarification.

Theresa Wardell stated that she lived two houses away from Mr. Bush. She said the road was kept plowed by her and Mr. Dixon and it could not be widened without taking out their homes.

Mr. Dixon returned to say that Mr. Bush did not follow rules or codes and asked what would prevent him from continuing to remain in violation if annexed into the City. He expressed concern with the conflict of a City Council Member acting as Mr. Bush's engineer.

The Mayor closed the Public Hearing at 7:21 p.m.

Planning Manager Jamie Baron asked for Council direction. Mayor Franco felt it was important to learn what the County's nuisance reports contained. Council Member Cheatwood wished to see lower density agreed to in the development agreement. Council suggested the property owner work towards becoming compliant with the County's current zoning requirements and cleaning up the property. UDOT's decision to put a road through the area could also impact the property. Council Member Ostergaard proposed establishing a timeline for the property to be cleaned. Mayor Franco asked staff to discover whether any of the existing structures on the property existed before the current County zone was established and were considered grandfathered in and therefore allowed.

VII. CONSENT AGENDA:

Motion: Council Member Phillips moved to approve the Consent Agenda, minus item number three.
Second: Council Member Cheatwood made the second.
Voting Yes: Council Members Phillips, Ostergaard, Cheatwood, and Johnston.
Voting No: None.
Council Member Barney was absent.
The **Motion Passed 4-0.**

Motion: Council Member Cheatwood made a motion to take a three-minute break.
Second: Council Member Ostergaard made the second.
Voting Yes: Council Members Phillips, Ostergaard, Cheatwood, and Johnston.
Voting No: None.
Council Member Barney was absent.
The **Motion Passed 4-0.**

1. August 26, 2025, Special Meeting Primary Election Canvass Minutes (Trina Cooke, City Recorder)

2. Resolution 2025-14 Shift Differential for Hourly Administrative Staff (Cherie Ashe, Human Resources Manager)

3. Resolution 2025-15 Pay for Public Safety Personnel Designated to Work on-call (Cherie Ashe, Human Resources Manager)

Removed from Consent Agenda.

4. Ordinance 2025-24 Updating Utility Applications to Remove Rental Accounts (Mindy Kohler, Treasurer)

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

Mayor Franco opened the Public Comment period and invited members of the public who wished to speak to come forward with a time limit of three minutes each.

Russ Watts said he had spent the past three years collaborating with Mountainlands Affordable Housing on a project entitled Celebration Workforce Housing. He was there to let the Council know he was still interested in working with Heber City as well. Community Development Director Tony Kohler clarified the challenges the project was facing and the need for financial partnership. The Celebration Workforce Housing project had an agreement in place with the school district to share school parking space for housing for teachers. Council supported the project and asked for Mr. Watts to be added to a future agenda to further discuss details.

Brent Merrill stated that the dog park was a muddy mess. He had spoken with the Animal Control Supervisor about fixing it up. The small dog side of the dog park was grassy, therefore, all dogs of different sizes used the small dog side. He said Animal Control was giving out citations to the large dogs who were hanging out at the not muddy side of the park. Mr. Merrill said the Animal Control Officer was determined to prevent dogs over 35 pounds from going in the small dog side of the park, and was giving everyone in violation tickets. He said the City Ordinance did not specifically outline that larger dogs were prohibited. He said all the dogs played nicely from puppies to Great Danes and there was hardly enough seating. There was a sign posted dividing the small dogs from the large dogs and Mr. Merrill felt the sign should be taken down. He felt the dog-owners could self-police at the dog park. He felt that two picnic tables would accommodate seating for the number of people utilizing the dog park.

Public Comment period was closed at 6:38 p.m.

IX. GENERAL BUSINESS ITEMS:

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

Craig Hancock and Naomi Kisen, representing the Utah Department of Transportation (UDOT) Environmental Impact Statement (EIS), were in attendance to provide an update of the ongoing study for the impending bypass route. Mr. Hancock informed everyone of a public meeting to be held September 25 regarding the US 40 widening project extending from the intersection at Highway 189 to Mill Road. A traffic signal would be installed where Highway 40 intersected at Mill Road and the speed limit would be lowered going north into town. Mr. Hancock reported that the public outreach was ongoing as well as local government coordination.

Ms. Kisen informed of environmental assessments that had been done. UDOT was in the final stages of completing the draft document for the bypass route environmental impact statement. There was a need for a 1300 South connection in the bypass plan. Discussion continued around the 1300 south connection, overpass and underpass options along the route, frontage roads along the bypass route, and additional proposed traffic solutions.

Mr. Hancock explained there would be no funding for the bypass project until the draft was finalized. Right-of-way condemnation under eminent domain would not happen before the project was funded. Mr. Hancock explained wetland mitigation for the North Fields, the project phasing, sound-walls, the State Road 113 intersection, and what to expect next.

Council Member Phillips proposed the City plant trees along the bypass corridor to help buffer the potential noise. He wished to remind the public of Heber City's lack of authority in the UDOT process.

2. Update Regarding Council 2025 Budget and Policy Priorities (Matt Brower, City Manager) - *15 min*

City Manager Matt Brower shared the status of the Council's list of budget and policy priorities established during the Annual Council Retreat the previous January 2025, as included in the meeting materials. Staff continued working to ensure the budget and the Council Priorities were in sync. He welcomed questions and comments to be directed to his office or by email.

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

Mayor Franco rearranged the agenda order to discuss item two regarding the Short-Term Rental Code first.

1. Mill Road & 980 S Intersection Improvement Options (Russ Funk, City Engineer) - *20 min*

Mr. Funk restated the six options for the Mill Road and 980 South intersection as discussed in the Work Meeting. He said the budget had money for traffic-calming initiatives. Mr. Funk recommended option two, including curb and sidewalk bulb-outs with RRFB (rectangular rapid flashing beacons) overhead.

Motion: Council Member Johnston moved to accept the City Engineer's recommendation for option two.
Second: Council Member Phillips made the second.
Discussion: Council Member Ostergaard asked if the addition of signs on the north was included. Council Member Johnston wished to obtain input from the crossing guards and police before making that decision and felt it could be easily added later.

Council Member Cheatwood proposed pulling power for the RRFBs at the time of pouring concrete for the bulbous so the power would be there but the City would not need to purchase the RRFBs at that time. Mr. Funk asked if he could meet with the Police Department and Crossing guards and proceed with their direction or if Council wished for him to return to Council before proceeding. Council consensus was for Mr. Funk to proceed unless there was a need to return to Council.
Voting Yes: Council Members Phillips, Ostergaard, Cheatwood, and Johnston.
Voting No: None.
Council Member Barney was absent.
The **Motion Passed 4-0.**

2. Short-Term Rental Code Clarification (Tony Kohler, Community Development Director) - *20 min*

Community Development Director Tony Kohler proposed clarification was needed for the Short-Term Rental (STR) Code language regarding the number of occupants permitted in a rental, as outlined in the attached Staff Report. He wanted Council consensus for the proposed language and would work with the City Attorney on an amending ordinance to return to a future meeting's Consent Agenda. City Attorney Jeremy Cook agreed with the proposed language. Consensus of Council majority supported the proposed amended language.

3. Jordanelle Ridge Open Space Easement (Jeremy Cook, City Attorney) - *20 min*

City Attorney Jeremy Cook provided the background for the proposed modification to the Jordanelle Ridge Open-Space Easement Agreement. He and the Jordanelle Ridge representatives had been working with the County to reach an acceptable agreement. He explained the agreement with the County and the City would create a double layer of protection from future City or County Council's changing the open space dedication. The space consisted of 1,967 acres. The property and trails would be maintained by the homeowner's association (HOA), but the easement would grant access to the public in perpetuity. Council discussed the protection of the ridge-line, where cell towers would be permitted, and the checks and balances provided by the three-way agreement.

Mayor Franco opened the discussion for public comment. With no one coming forward to comment, the comment period was closed.

Motion: Council Member Phillips moved to approve the Open Space Agreement as proposed.
Second: Council Member Ostergaard made the second.
Discussion: City Attorney Jeremy Cook wished to clarify that the agreement was really between the developer and the County and the proposed agreement would terminate the previous agreement. Approval from the County would still need to be obtained in order to make the proposed agreement binding.

Amended Motion: Council Member Phillips clarified the motion to include the termination of the previous agreement.
Voting Yes: Council Members Phillips, Ostergaard, Cheatwood, and Johnston.
Voting No: None.
Council Member Barney was absent.
The **Motion Passed 4-0.**

Mayor Franco returned to item one on the agenda.

4. Heber Food Truck Court Development Agreement (Jacob Roberts, Planner) - *20 min*

Agenda item four was postponed to a future meeting.

5. Consolidated Fee Schedule Amendment to Update Cemetery Fee Schedule Columbarium Niche Pricing (Matt Brower, City Manager) - *15 min*

Mr. Brower presented an update for the new City Cemetery Admin Building, Columbarium, and Niches project. The project was scheduled to be finished on time and the ribbon-cutting was scheduled for Friday, October 3rd at noon. He stated that the prices of the niches needed to be increased to cover the increased construction cost. There had been nine change orders during construction that had created a significant cost increase for the total project of $1,430,078.79. He shared a new cost analysis for the niches. He stated that a special meeting was needed, including a public hearing, to approve the change of niche prices in the Consolidated Fee Schedule. The special meeting was necessary in order to comply with the public hearing class A noticing requirement outlined in Utah State Code 63G-30-102, and to get the fees in place before the project's open-house and ribbon-cutting event took place. Mr. Brower shared the proposed updates to the cemetery niche pricing. The vote to approve would have to be taken after the Public Hearing at the Special Meeting. He added that special pricing for the grand opening would be extended through the end of the year. Council further discussed the pricing for resident versus non-resident niches, fee waivers for fallen officers or other staff, and opening and closing costs.

It was decided to hold the Special Meeting for a Public Hearing and vote on Tuesday, September 30, 2025, at 6:00 p.m.

XI. COMMUNICATION:

Mr. Brower shared the following information:

- Columbarium Open Houses and Ribbon-Cutting would be October 1, 2, and 3. He shared a draft program for the Ribbon Cutting and asked for a Council Member to give comments and a dedicatory prayer. Council discussed potential community members who would like the opportunity to offer the dedicatory prayer.
- The Daniel Road roundabout art-piece of an eagle had begun and was scheduled to be installed by the end of November. The 550 East roundabout sheepdog was nearing completion and was scheduled to be installed the following week. The artist would be meeting with donors who wished to have a Chief Tabby art-piece installed at the cemetery roundabout. He asked for, and was granted, Council approval to proceed.
- He asked for two Council Members to join a Wasatch County subcommittee to help determine a vision of viable uses for the County administration parcel. Council Member Johnston proposed the County partner with the City rather than sell the parcel to the City as a show of civic-mindedness. Council Member Ostergaard and Mayor Franco agreed to be part of the committee.
- Negotiations for the purchase-sale agreement for the Fire Station could be finalized in the next month or two. He felt the County wanted the appraisal price.
- Update on the water loss report: The City's water losses had previously been much higher than normal. City Engineer Russ Funk and Public Works Director Matthew Kennard had suggested, and executed, installing locks on the City's fire hydrants. Since that time, water loss had dropped from 20% to 8.8% between May and August 2025.
- There would be a lottery in approximately four weeks for essential employees for the first chance to purchase one of the affordable housing units in the City. There would be four units forthcoming.

Mr. Funk advised that the Central Heber Replacement Project was winding up quickly. He shared the final steps needed for completion and wanted to celebrate the completion with the last connection of the huge project. The contractors and sub-contractors wished to host a barbecue for the community impacted by the project on September 25 at Main Street Park from 4:00 to 7:00 p.m.

XII. CLOSED MEETING: (As Needed)

There was no Closed Meeting held.

XIII. ADJOURNMENT:

Motion: Council Member Phillips moved to adjourn.
Second: Council Member Cheatwood made the second.
The meeting adjourned at 10:06 p.m.

_____
Trina Cooke, City Recorder

Heber City Council Staff Report

MEETING DATE: 10/7/2025
SUBJECT: Ordinance 2025-27 Amending Short Term Rental Ordinance
RESPONSIBLE: Anthony Kohler
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

The proposed Short-Term Rental Code update clarifies the occupancy of Short-Term Rentals. Council discussed the item on September 16, 2025.

RECOMMENDATION

Staff recommends approval of Ordinance 2025-27.

BACKGROUND

As staff has implemented the new STR Code, a couple of issues have arisen that need clarification. Section 5.26.040 K. The overnight occupancy shall be limited to 1 lodger per 200 square feet of livable area, or 16 lodgers, whichever is the lesser amount.

The issue that came up is whether a detached building/ADU on a property would have its own calculation separate from the main dwelling if it were rented as an ADU. The example is a 160 square-foot ADU that was permitted and meets code. Does this provision require the ADU to be 200 square feet to rent it out as an STR? And, is the STR limited to 1 person, since the code limits occupancy to 1 lodger per 200 sf?
Recommended Update

The anticipated intent of the 200 ft.² per lodger rule is for the entire house, which includes any accessory lodging building on the lot. The recommended approach is to make it clear that the measured space includes all living space on the property, which is then divided by the 200sf to determine the maximum number of STR occupans.. The other associated question is how many people may occupy an outbuilding or ADU. Initially, it seems to make sense to limit that as per the ADU code and/or the building code

DISCUSSION

N/A

FISCAL IMPACT

None.

CONCLUSION

The proposed amendment clarifies the City's code, easing administration and implementation of the Short-Term Rental Code.

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: Planning
Staff member: Anthony Kohler

EXHIBITS

1. Ord 2025-27 Short Term Rentals
2. 2025 STR Code

ORDINANCE 2025-27

AN ORDINANCE AMENDING THE SHORT-TERM RENTAL CODE.

WHEREAS, Heber City recently adopted Ordinance 2025-12 to update the Short-Term Rental Code with simple and concise regulatory language to ease in the administration and implementation of the code and code enforcement efforts;

WHEREAS, the City Council recently identified an additional item in the new code that needs to be clarified;

NOW, THEREFORE, the City Council finds it consistent with the public interest to amend and clarify the Short-Term Rental Code regarding the number of permitted occupants within Short-Term Rentals.

BE IT ORDAINED by the City Council of Heber City, Utah, Section 5.26.040 K. of the Heber City Municipal Code is amended to read as shown in Exhibit A.

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 7th day of October, 2025.

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

APPROVED:

_____
Mayor Heidi Franco

ATTEST:

_____Date:_____ RECORDER

EXHIBIT A

Section 5.26.040. K.

The overnight occupancy shall be limited to 1 lodger per 200 square feet of total livable building space on the property, or 16 lodgers, whichever is the lesser amount. Additionally, any accessory building containing an ADU or living space with an STR shall not exceed the occupancy limits permitted by ADU regulations and/or occupancy limits as set forth in the building code.

CHAPTER 5.26 SHORT TERM RENTALS

5.26.010 Purpose
5.26.020 Definitions
5.26.030 Licenses Required
5.26.040 Rental Conditions and Regulations

5.26.010 Purpose

The purpose of this chapter is to provide a process for the licensing and administration of STR licenses in Heber City and to establish rules and regulations related to properties licensed as a Short Term Rental.

5.26.020 Definitions

For the purposes of this Chapter, the following definitions shall apply:

A. “Lodger” means any person who, individually or as part of a group, reserves and resides in a Short Term Rental.
B. “Short Term Rental (STR)” means the rental of any single family detached residential dwelling, or any portion thereof, for a period of less than 30 days.

5.26.030 Licenses Required & Potential Penalties

A. It is unlawful to engage in the operation of an STR business without first receiving a business license from Heber City for the STR. See Heber City’s Standard Business License Application.
B. All STR operators shall pay the applicable sales tax, property tax, personal property tax and transient room tax.
C. STR Licenses are non-transferable between property owners or business owners. Upon the change of business or property ownership, a new license will be required.
D. Operation of an STR without a license and/or in violation of the municipal code is declared to be a public nuisance enforced through Chapter 8.04 of the municipal code. Violations are strictly enforced and may include civil penalties of up to $200 per day until the nuisance is abated and/or criminal penalties of up to $750 and up to 90 days in jail as a Class C Misdemeanor.

5.26.040 Rental Conditions and Regulations

All STR licensees shall comply with the following:

A. STRs are only permitted within Detached Single Family Dwellings, except in areas with development agreements specifically approved for such by the City Council
B. All STRs must have a rental manager who resides within a 10-mile radius of the STR. STR managers must be available at all times the property is in use as an

STR. The property owner may be the rental manager. Contact information for the individual owner and STR manager shall be on file with the City Business Licensing Department and the Heber City Police Department.

C. Rentals are subject to passing an inspection by the following:
    1. Wasatch County Health Department
    2. Wasatch County Fire District
D. Heber City and its Departments maintain the right to inspect any STR for the purpose of determining compliance with state, local, health and safety codes and compliance with this Chapter 5.26.
E. Exterior signs associated with STRs are prohibited.
F. The following shall be posted in a conspicuous place inside the dwelling near the front door:
    1. The Official Heber City Notice of Potential Fines and Criminal Penalties (available from the Business License Administrator).
    2. Contact information for the homeowner or rental manager.
    3. Overnight occupancy limit & daylight hours occupancy limit.
    4. Parking requirements & limitations.
G. Recreational vehicles, campers, or other travel trailers associated with the STR are not allowed to be parked on any public street or allowed to be occupied during the STR.
H. Tents or other temporary structures intended for sleeping are prohibited.
I. No commercial activity is permitted onsite without a current Heber City business license.
J. Only one STR reservation is permitted at a time per property. The property owner must live onsite if only a portion of the dwelling is rented as an STR.
K. The overnight occupancy shall be limited to 1 lodger per 200 square feet of livable area, or 16 lodgers, whichever is the lesser amount.
L. The total number of people present on the property at any time shall not exceed 16 individuals, which includes any visitors.
M. All vehicles associated with the STR, including any visitors, shall not be parked on a public street. Parking shall only be onsite and located upon approved hard surfaced parking (paved driveways).

Heber City Council Staff Report

MEETING DATE: 10/7/2025
SUBJECT: Evidence Purge Request
RESPONSIBLE: Parker Sever
DEPARTMENT: Police Department
STRATEGIC RELEVANCE:

SUMMARY

Council approval to purge identified items of evidence that no longer need to be retained.

RECOMMENDATION

That City Council authorize the purge of the listed items of evidence in a manner consistent with department procedures and State law.

BACKGROUND

At least once a year, the Heber City Police Department needs to purge evidence that is no longer needed for court purposes, was booked for destruction, is illegal to possess or was found property and the owner could not be identified.

The items of evidence are disposed of in a variety of ways. If an item is identified as valuable, it may be sold and the money returned to the City of Heber or applied as a credit for future purchases, destroyed in a variety of ways depending upon what the item is, retained for department purposes, donated to a charitable organization, or in the case of currency, it is retained by the City Finance Department.

No items of evidence are allowed to be retained by any member of the department personally. The majority of items on this purge list are drugs and ammo. The Heber City Police Department will remove the attached listed items with approval of council consistent with current procedures and State law.

DISCUSSION

FISCAL IMPACT

None

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: Parker Sever, Chief of Police

EXHIBITS

1. Oct 2025 City Council Purge list

Record List - Total:733

Number	Incident	Property number	Description
24943	1906-0711	H23729	.22 WOOD STOCK
32703	2303-1467	H31108	(2) LEAF BLOWERS
24151	1901-0594	H22912	(14) WINCHESTER COLT AMMO
24153	1901-0594	H22915	1 .22 AMMO
25115	1907-0446	H23866	1 COPPER AMMO
24259	1902-0287	H23078	1 GOLD KEY
24148	1901-0594	H22916	1 HORNADY AMMO EMPTY
26769	2006-1658	H25644	1 PKG DAB, 1 BAGGIE MARIJUANA
36251	2410-1452	H34471	1 RED TRIANGLE PILL
30356	2203-0104	H28842	1 SIL .357
36252	2410-1452	H34470	1 TAN OVAL PILL
26234	2003-1459	H25248	2 BAGGIES OF METH
24459	1904-0005	H23303	2 CUT LOCKS
30326	2203-0104	H28861	2 DOG, LAMB, UNICORN
30742	2203-0104	H29189	2 DOLLAR BILL, BANCO BILLS
11001	1209-1242	H11728	2 FINGERPRINTS
32757	2303-1467	H31076	2 JEWELRY GIFT BOX JCP
32756	2303-1467	H31095	2 KEYS OLD STYLE METAL FIGURE
26618	2005-0445	H25423	2 PIPES
17424	1601-0503	H16767	2 SMITHS RECIEPTS
21626	1802-0438	H20915	2 SWAB BLOOD AND CONTROL #1
21627	1802-0438	H20916	2 SWAB CONTROL AND BLOOD #5
21629	1802-0438	H20918	2 SWAB CONTROL AND BLOOD #7
21631	1802-0438	H20920	2 SWAB CONTROL AND BLOOD #12
21630	1802-0438	H20919	2 SWB BLOOD AND CONTROL #10
26825	2007-1078	H25738	2 THC CARTRIDGES
36187	2409-0464	H34346	2 VAPES, 1 CIGAR
36250	2410-1452	H34472	2 WHITE ROUND PILLS
31750	2209-1657	H30177	3 CAN SPRAYPAINT
27353	2010-0305	H26375	3 CONTAINERS OF DABS
25296	1908-1133	H24125	3 FLASH DRIVE
36248	2410-1452	H34468	3 GUMMIES
4838	0203-0047	H1679	3 KNIFES, INVOLVED
26768	2006-1658	H25643	3 PKG MARIJUANA EXTRACT
24152	1901-0594	H22914	3 S&W 40 SILVER
11780	1302-1033	H12282	3 SD CARDS
27355	2010-0305	H26376	3 STRAWS PARAPHERNALIA
30651	2203-0104	H29043	4 CONTAINER PARAPHERNALIA
32713	2303-1467	H31078	4 HATS
30355	2203-0104	H28841	5 GRN 76 MM AMMO
26770	2006-1658	H25642	5 VAPE PENS
11000	1209-1242	H11727	6 FINGERPRINTS IMPRESSIONS
30705	2203-0104	H29149	6 MINI SCREWDRIVER
24407	1903-1033	H23246	7 AMMO .22LR
26115	2002-1265	H25076	7 PIPES
30645	2203-0104	H29041	9 MM AMMO
30653	2203-0104	H28891	9 SILVER BOWLS
30698	2204-1470	H29168	9MM TAURUS HANDGUN
28695	2104-0469	H27287	12 380 AUTO AMMO
24944	1906-0711	H23727	12G PUMP W/WOOD STOCK
30696	2204-1470	H29163	14 HORNADY AMMO
24150	1901-0594	H22947	15 22 LONG CART BOX
27546	2011-0278	H26620	15 AMMO 9MM LUGER
26913	2008-0526	H25888	19 SUBOXONE STRIPS
18628	1607-0226	H17785	29 BULLETS
26783	2007-0271	H25677	40 MM AMMO AND MAG
24645	1904-0685	H23399	ADVIL

24644	1904-0685	H23398	ADVIL (2)
27567	1912-0156	H26642	AG CD AND BOX FROMAG
30471	2203-0104	H28992	AMERICAN WEST PURSE
30393	2203-0980	H28898	AMMO HORNADY
30358	2203-0104	H28844	AMMO .270
30357	2203-0104	H28843	AMMO . 22 SIL
25799	1912-0399	H24659	APPLE I PHONE BLK
9941	1203-0689	H11223	ARM ELECTRIC DVR
16645	1508-0533	H15767	ARROW
30444	2203-0104	H28913	ASHTRAY
30350	2203-0104	H28878	AUTOGRAPHED BASEBALL
30363	2203-0104	H28869	BACKGAMMON
30325	2203-0104	H28866	BACKGAMMON
30362	2203-0104	H28870	BACKGAMMON LG
32715	2303-1467	H31094	BACKPACK
10745	1208-0091	H11579	BAD CHECK
11685	1302-1206	H12225	BAD CHECK
11655	1302-1092	H12196	BAG
27296	2009-1421	H26317	BAG AND POUCH PARAPHERNALIA
30446	2203-0104	H28912	BAGGIE
26627	2005-0787	H25445	BAGGIE PARAPHERNALIA
36703	2503-1296	H35225	BAGGIE WITH WHITE CRYTALS
20026	1702-0278	H18890	BAND AID
20028	1702-0278	H18889	BANDAIDS
30681	2203-0104	H29118	BANDANA
9474	1112-0363	H10955	BANK BAGS
30744	2203-0104	H29199	BARRRET, POLISH,PIN, EARING
16556	1507-0884	H15649	BASEBALL BAT
20025	1702-0278	H18891	BATTERY
26425	2004-0891	H25345	BEER CAN MADE TO PIPE
21511	1801-0848	H20751	BENCHMADE KNIFE
32754	2303-1467	H31085	BLACK CUT STONE
32719	2303-1467	H31101	BLACK FAN
23510	1809-0472	H22231	BLACK HANDLE KNIFE
33318	2308-0432	H31979	BLACK MNT BIKE
26606	2005-0378	H25410	BLACK SCALE
20820	1706-1261	H19634	BLACK STRAP
22223	1803-0102	H21145	BLACK THUMBDRIVEW
30713	2203-0104	H29159	BLANK BIRTHDAY CARD
32700	2303-1467	H31075	BLANKET
27140	2008-1216	H26071	BLAZER AMMO
18629	1607-0226	H17784	BLK AMMO MAGAZINE
30312	2203-0102	H28791	BLK BEAD BRACELET
23674	1810-0340	H22357	BLK BELT
30308	2203-0102	H28800	BLK BRN WATCH AND BRACEELET
30722	2203-0104	H29179	BLK BURGANDY VELVET PURSE
20996	1708-0533	H19892	BLK CELL PHONE AND CHARGER
30743	2203-0104	H29200	BLK CRAFTSMAN TOTE NO LID
30370	2203-0104	H28820	BLK DIAMOND
32052	2301-0421	H30597	BLK GLOCK MAGAZINE
24241	1902-0287	H23048	BLK GLOVE
30309	2203-0102	H28806	BLK GRN WATCH
18630	1607-0226	H17786	BLK GUN BAG
24945	1906-0711	H23730	BLK GUN CASE
30322	2203-0104	H28896	BLK GUN CASE ONE BRK LOCK
30273	2203-0104	H28793	BLK HARD GUN CASE DANIEL DEFEN
30320	2203-0104	H28893	BLK HARD GUNCASE
32056	2301-0421	H30604	BLK HELTEK HOLSTER
24154	1901-0594	H22917	BLK HOLSTER
30727	2203-0104	H29188	BLK JOURNAL
30725	2203-0104	H29120	BLK LARGE TOTE ROUND
30290	2203-0102	H28783	BLK LEATHER BAG

30462	2203-0104	H28964	BLK ORANGE OZARK FANNY PACK
26911	2008-0526	H25890	BLK POSS HEROIN
18631	1607-0226	H17783	BLK RUGER LC9 FIREARM
25766	1911-0934	H24612	BLK SAMSUNG CELL
30313	2203-0102	H28792	BLK SILV BEAD BRACELET
30375	2203-0104	H28825	BLK SILVER FLOWER RING
30467	2203-0104	H28988	BLK TOOL BOX JOBSMART
26784	2007-0271	H25676	BLK XD 40 SPRINGFIELD HANDGUN
11312	1211-1239	H11918	BLOOD
9676	1202-0182	H11098	BLOOD ON GLASS
21632	1802-0438	H20925	BLOODY MULTI COLOR DISHCLOTH
22727	1804-1291	H21418	BLU GREY OZARK DUFFEL BAG
30317	2203-0102	H28810	BLUE BLK HART TOOL MISC ITEMS
30461	2203-0104	H28982	BLUE CLAY VASE
22726	1804-1291	H21417	BLUE GREU OZARK BACK PACK
23676	1810-0195	H22349	BLUE JACKET ZIPPER
25120	1907-0415	H23869	BLUE LID TO SPRAY PAINT
30745	2203-0104	H29197	BLUE PORCELAIN BALL BROKEN
30643	2203-0104	H29046	BLUE RING BOX
26073	2002-0201	H24952	BLUNT
16551	1507-0884	H15648	BODY CAMERA FOOTAGE
16346	1506-0958	H15438	BOLT CUTTERS
30652	2203-0104	H29053	BOOKS
32704	2303-1467	H31090	BOOM BOX
9905	1203-0689	H11214	BOOT SCRAPPER
8075	1104-0212	H10031	BOOTS
22902	1805-0819	H21561	BOOTS
30466	2203-0104	H28980	BOX 4 CANDLE AROMA ZONE
37036	2507-0591	H35755	BOX OF .22 SHELLS AND 1 12G
30472	2203-0104	H28993	BOX OF GAMES AND PUZZLES
24946	1906-0711	H23731	BOX OF MULTI AMMO
26113	2002-1265	H25078	BOX, KNIFE, CLIPPERS
30337	2203-0104	H28853	BOY SHORTS
20418	1612-0170	32277	BRN WINTER HEADWARE
30348	2203-0102	H28802	BRO BLK LEATHER WATCH
30311	2203-0102	H28804	BRO LEATHER WATCH
30709	2203-0104	H29152	BROEN DREMEL
20920	1707-1151	H19787	BROKEN CELL PHONE
30688	2203-0104	H29144	BROKEN GLASS VASE
23675	1810-0340	H22358	BROWN BELT
32752	2303-1467	H31082	BT SPEAKER
27354	2010-0305	H26374	BUBBLE PIPE
27101	2008-1402	H25987	BUDS IN BAG
32058	2301-0421	H30599	BULLET
27478	2011-0278	H26596	BULLET SLUG
26731	2006-1118	H25602	BUSINESS CARD
30531	2202-1135	H29032	CAMEL CIGARETTE
30700	2203-0104	H29146	CANDLE
30724	2203-0104	H29180	CANDLE HORSE HEAD
30647	2203-0104	H29050	CANDLE SNUFFER
30334	2203-0104	H28857	CANDLE STICK HOLDER SILVER
30711	2203-0104	H29158	CAR WASH TOKEN
30701	2203-0104	H29148	CARD GAME
27210	2009-0474	H26137	CASE
30321	2203-0104	H28864	CASINO ICE BUCKET
30361	2203-0104	H28872	CASSETTE PLAYER
16854	1510-1065	H16104	CC CARD
23783	1811-0190	H22502	CC SKIMMER
12449	1302-1049	H12710	CD / DVD
11831	1302-0926	H12224	CD / DVD INTERVIEW
27597	2011-0278	H26693	CD INTERVIEW
25625	1910-0583	H24474	CD JUVENILE INTERVIEW

27095	2008-0779	H25992	CD SURVEILLANCE
29356	2107-0844	H27784	CD SURVEILLANCE
20114	1702-0870	H18971	CD SURVEILLANCE
20029	1702-0278	H18892	CD SURVEILLANCE
20060	1701-1314	H18924	CD SURVEILLANCE SPORTSMAN
28910	2104-1354	H27450	CD SURVEILLANCE SPORTSMAN
20115	1702-0870	H18970	CD SURVEILLANCE WALMART
22604	1803-0102	H21241	CD- CHILD INTERVIEW
25626	1910-0583	H24473	CD- JUVENILE INTERVIEW
25874	1912-1229	H24765	CD- SURVEILLANCE
27086	2008-1703	H26058	CD- SURVEILLANCE
22599	1803-0102	H21242	CD-SUSPECT INTERVIEW
10619	1208-0679	H11599	CD/DVD
12463	1306-0657	H12777	CD/DVD
12461	1306-0657	H12775	CD/DVD
11793	1302-1033	H12281	CD/DVD
12464	1306-0657	H12778	CD/DVD
12462	1306-0657	H12776	CD/DVD
15524	0808-0351	H7332	CD/DVD
12934	1306-0657	H13044	CD/DVD
24129	1812-0845	H22833	CD/DVD INTERVIEW CHILD
20347	1612-0170	32237	CD/DVD INTERVIEW THEFT
23686	1809-1188	H22389	CD/DVD SURVEILLANCE
11778	1302-1049	H12283	CD/DVD TAPE
17508	1306-0657	H13045	CD/DVD/TAPE
12008	1304-0832	H12405	CELL PHONE
32787	2303-1467	H31109	CELL PHONE
13099	1309-0337	H13307	CELL PHONE
12009	1304-0832	H12406	CELL PHONE
28696	2104-0469	H27288	CF 380 HANDGUN
30346	2203-0102	H28799	CHAIN
25280	1908-1023	H24111	CHAIN DOG LEASH
32701	2303-1467	H31105	CHAINS
30699	2203-0104	H29150	CHARGER
30297	2203-0102	H28789	CHARM
32707	2303-1467	H31121	CHASE CARD`
11651	1302-1166	H12200	CHECK
17102	1511-0938	H16498	CHECK
15065	1409-1088	H14325	CHECKBOOK
16953	1510-0382	H16048	CHECKS
23756	1810-0340	H22491	CHILD INTERVIEW
26626	2005-0787	H25446	CLEAR CONTAINER PARA
30307	2203-0102	H28814	CLEAR PLASTIC BEAD JEWELRY BOX
30650	2203-0104	H29042	CLR BIN DRAWER
30738	2203-0104	H29196	CLR CONTAINER
30289	2203-0102	H28780	CLR CONTAINER HELD COINS
30719	2203-0104	H29177	CLR STERILITE BIN
30397	2203-0102	H28815	COLLECTABLE COINS
30396	2203-0102	H28812	COLLECTOR DIMES
25761	1911-0934	H24604	COLT HANDGUN AGENT SERIES
25479	1909-1334	H24359	COMP EQUIP
26785	2007-0271	H25678	CONCEAL CARRY PERMIT
36184	2409-0464	H34348	CONTAINER OF DABS
30288	2203-0102	H28782	CONTAINER THAT HELD COINS
30454	2203-0104	H28907	CONTAINERS
27300	2010-0003	H26358	CONTAINERS PARAPHERNALIA
25872	1912-1229	H24758	COSMETIC PACKAGING
16800	1509-0695	H15932	COUNTERFEIT $10
30377	2203-0104	H28827	CPR RING
11374	1212-1016	H11993	CREDIT CARD
10670	1208-0757	H11607	CREDIT CARD
11654	1302-1092	H12199	CREDIT CARD

12336	1307-0708	H12664	CREDIT CARD
11262	1210-1349	H11844	CREDIT CARD
23139	1806-1522	H21770	CROW BAR
32706	2303-1467	H31093	CUPS
26193	2003-0612	H25124	DAB PEN
26619	2005-0445	H25425	DABS
27168	2009-0272	H26108	DABS
27390	2010-0519	H26450	DABS IN PUCK
30365	2203-0104	H28873	DAISY BB'S
15303	1411-0903	H14531	DANSI BOTTLE
12296	1307-0007	H12593	DEAD BOLT
11263	1210-1349	H11846	DEBIT CARD
11261	1210-1349	H11845	DEBIT CARD
11775	1302-1033	H12170	DELL COMPUTER
24175	1901-0667	H22955	DEWALT GRINDER YELLOW
30644	2203-0104	H29049	DEWALT MINI YELL CASE
30384	2203-0104	H28834	DIAMOND EARING GOLD
30378	2203-0104	H28828	DIAMOND RING
30373	2203-0104	H28823	DIAMOND SILVER RING
30388	2203-0104	H28747	DIAMOND SQUARE
30295	2203-0102	H28807	DIGITAL WATCH BLK
30339	2203-0104	H28848	DINASOUR TOY
11713	1302-0863	H12251	DOCUMENTS
30366	2203-0104	H28871	DOG LEASH
30359	2203-0104	H28879	DREAM CATCHER COUN PURSE
30379	2203-0104	H28829	DREAMCATCHER EARING
8085	1104-0212	H10034	DVD
16672	1506-0958	H15871	DVD
11249	1210-1349	H11894	DVD - WALMART
17470	1512-0746	H16610	DVD BODYCAM
12043	1305-0217	H12447	DVD INTERVIEW
20882	1706-1261	H19714	DVD SURVEILANCE
20156	1702-0865	H18975	DVD SURVEILANCE
20883	1706-1261	H19719	DVD SURVEILANCE
24478	1902-0287	H23273	DVD SURVEILLANCE
11841	1304-0100	H12363	DVD WALMART FOOTAGE
22908	1805-0819	H21587	DVD-SURVEILLANCE
26210	2003-0811	H25146	E CARTRIDGE MARIJUANA
25987	2001-0736	H24872	E CIG
26054	2002-0003	H24962	E CIG MARIJUANA DAB
25870	2001-0029	H24774	E-CIG
36185	2409-0464	H34347	E-CIG VAPES
32698	2303-1467	H31070	EASTER TOY
26738	2006-1100	H25598	EDIBLE CHOCOLATE
26739	2006-1100	H25599	EDIBLE GUMMIES
26732	2006-1118	H25603	ELECTRONIC KEY CARD
30685	2203-0104	H29119	EMPTY DREMEL BOX
30646	2203-0104	H29045	EMPTY X ACTO BOX
20027	1702-0278	H18888	ENERGIZER BATTERY
16129	1505-0436	H15243	ENVELOPE
32714	2303-1467	H31092	FACE CREAM
11829	1304-0100	H12356	FAKE $10 BILLS
11788	1303-0385	H12264	FAKE $20
11786	1303-0350	H12261	FAKE $20
11695	1303-0043	H12238	FAKE ID
30695	2204-1470	H29164	FAKE SSN
2797	0707-0497	H6235	FALSE TRAVLER CHECKS 6 $500
25287	1908-0679	H24069	FANTA SODA CAN
11650	1302-1166	H12201	FED EX ENVELOPE
24149	1901-0594	H22913	FEDERAL 357 (14)
9902	1203-0689	H11211	FINELLI HOLDER (2) DIAMOND RIN
16344	1506-0858	H15435	FINGERPRINT

20971	1707-1271	H19815	FINGERPRINT
24261	1902-0287	H23081	FINGERPRINT OFF RAZOR BLADE
12225	1306-0657	H12530	FINGERPRINTS
24246	1902-0287	H23061	FINGERPRINTS
14878	1408-0098	H14115	FINGERPRINTS
2373	0805-1095	H6990	FINGERPRINTS
25606	1910-0584	H24438	FINGERPRINTS
12044	1305-0217	H12448	FINGERPRINTS
11882	1304-0516	H12381	FINGERPRINTS
21046	1708-1339	H19979	FINGERPRINTS
20977	1708-0121	H19851	FINGERPRINTS
16128	1505-0436	H15244	FINGERPRINTS
12309	1307-0007	H12662	FINGERPRINTS X 2
17725	1306-0657	H12579	FINGERPRINTS/PALM
30708	2203-0104	H29153	FISHING BOBBERS
20119	1702-0797	H18950	FLASHLIGHT
16348	1506-0958	H15440	FLASHLIGHT
16873	1510-1123	H16113	FLASHLIGHT
25622	1910-0583	H24469	FOLDING CHAIR
30332	2203-0104	H28860	FOOTBALL CARD
24207	1812-0845	H22960	FORENSIC COMPUTER HARDWARE
32026	2203-0104	H30557	FORENSIC DOWNLOAD
12331	1306-0231	H12572	FRAUD MONEY ORDER
30364	2203-0104	H28868	GAME BACKGAMMON
32651	2303-1467	H31098	GAS CAN
36882	2505-0231	H35483	GEEK BAR VAPE - BTD
30712	2203-0104	H29151	GLASS CANDLE HOLDER
9990	1202-0633	H11147	GLASS CASE
27572	2011-0278	H26663	GLASS CONTAINER PARAPHERNALIA
26620	2005-0445	H25424	GLASS PIPE
27297	2009-1437	H26319	GLASS PIPE
35819	2408-1344	H34030	GLASS PIPE - TBD
32054	2301-0421	H30601	GLOCK 9 MM AMMO
32046	2301-0421	H30594	GLOCK 19MM HANDGUN
21096	1709-0263	H20034	GLOVE, LURE,BLUE TOWEL SPONGE
20419	1612-0170	32278	GLOVES
16874	1510-1123	H16112	GOAL ZERO
16352	1506-0958	H15444	GRAY HAMMER
27169	2009-0272	H26109	GREEN LEAFY
26014	2001-1340	H24915	GREEN LEAFY
26673	2006-0719	H25538	GREEN LEAFY
27089	2008-1246	H25942	GREEN LEAFY
27152	2009-0644	H26177	GREEN LEAFY
27170	2009-0263	H26104	GREEN LEAFY BUD
27158	2009-0495	H26140	GREEN LEAFY SUBSTANCE
32711	2303-1467	H31084	GREEN PURSE
12625	1309-0337	H12904	GREY JACKET
21634	1802-0438	H20922	GREY T SHIRT BLOOD SPATTER
27260	2009-0966	H26225	GRINDER
30450	2203-0104	H28905	GRINDER
32702	2303-1467	H31107	GRINDER
30360	2203-0104	H28874	GRN HORSHOE
27570	2011-0278	H26661	GRN LEAF
27571	2011-0278	H26660	GRN LEAF MARIJUANA
26625	2005-0787	H25444	GRN LEAFY
26905	2008-0409	H25873	GRN LEAFY
30468	2203-0104	H28989	GRN PLASTIC AMMO BOX
19262	1610-1372	H18377	GRN YELLOW NIKE JACKET
26630	2005-0982	H25452	GUN CASE WITH 9MM RDS
21739	1802-1169	H20996	GUN RF-15
26629	2005-0982	H25451	H&K HANDGUN
16162	1505-0436	H15269	HAIR

20863	1706-1459	H19659	HAIR ON WINDOW
24174	1901-0667	H22954	HAMMER
18215	1605-1252	H17430	HAMMER
14422	1405-0210	H13809	HAND RAKE
21270	1709-0263	H20406	HAND WRITTEN STATEMENT
30448	2203-0104	H28910	HANDMADE PIPE
32028	2203-0104	H30558	HARDRIVE
30455	2203-0104	H28901	HARDRO FIGURINE
25286	1908-0679	H24071	HEADLAMP
30376	2203-0104	H28826	HEART RING
27467	2010-1472	H26552	HEROIN
25425	1909-0909	H24337	HIGH STANDARD HANDGUN
3508	0808-0351	H7331	HOLD UP NOTE
14947	1409-0812	H14284	HOODIE/SHIRTS
30294	2203-0102	H28809	HORNADY 45 AMMO 1
30464	2203-0104	H28985	HORSE HEADS WALL DECORE
24173	1901-0667	H22956	HYPER TOUGH HAND TOOL RED
25816	1912-0156	H24667	I PHONE 7 WHITE GLD
9760	1202-0936	H11155	ID CARD
9804	1202-0936	H11156	ID CARD
9805	1202-0936	H11157	ID CARD
10671	1208-0757	H11608	INTERVIEW
9598	1112-0363	H11059	INTERVIEW DVD (THEFT)
30443	2203-0104	H28927	ISANDER
30347	2203-0102	H28805	ITCH WATCH CLK SIL
26623	2005-0787	H25448	JOINT
30697	2204-1470	H29166	JOINT
25440	1806-0984	H24338	JOURNAL
32050	2301-0421	H30602	KELTEK .40 CAL CARTRIDGES (19)
32045	2301-0421	H30595	KELTEK HANDGUN BLK 40 CAL.
32053	2301-0421	H30598	KELTEK MAGAZINE BLK
10379	1206-0711	H11419	KEY RING
30717	2203-0104	H29143	KEY, LOCK BATTERY.STAPLES
24245	1902-0287	H23062	KEYS
24257	1902-0287	H23077	KEYS/TAG SAYS TOOLBOX
30716	2203-0104	H29048	KNIFE
25431	1909-1060	H24341	KNIFE
32697	2303-1467	H31102	LABEL PRINTER
30470	2203-0104	H28991	LARGE BLK SUITCASE
30730	2203-0104	H29185	LASER LEVEL
3498	0808-0351	H7344	LATENT LIFTS
3501	0802-0842	H7341	LATENT PRINTS
16345	1506-0958	H15437	LATEX GLOVES
32649	2303-1467	H31097	LAWNMOWER
30542	2203-0102	H28756	LEAF BLOWER
30457	2203-0104	H28902	LEATHER JACKETS
26672	2006-0719	H25539	LEATHER PURSE
19258	1610-1372	H18373	LEG CELL PHONE
30392	2203-0104	H28748	LETHER BRACELET BEAD BLK
11653	1302-1092	H12198	LETTERS
32710	2303-1467	H31091	LEVI CRODSSBODY
25797	1912-0399	H24660	LG CELL
24016	1812-0845	H22770	LG PHOENIX BLK PHONE
24905	1905-1218	H23668	LICENSE PLATE
11658	1302-1092	H12197	LOCK BOX
19261	1610-1372	H18382	LONG PIECE OF WOOD
11656	1302-1049	H12194	LUGZ SHOES
29864	2111-0209	H28315	MAGAZINE FOUR BULLETS
30746	2203-0104	H29198	MAGNET CORD
25677	1911-0771	H24588	MAIL
27298	2010-0003	H26359	MARIJUANA
26676	2006-0868	H25550	MARIJUANA

26666	2006-0288	H25499	MARIJUANA
26664	2006-0288	H25498	MARIJUANA
26917	2008-0435	H25876	MARIJUANA
26918	2008-0435	H25875	MARIJUANA
26922	2008-0628	H25900	MARIJUANA
26657	2006-0244	H25490	MARIJUANA
26628	2005-0787	H25443	MARIJUANA
26607	2005-0378	H25408	MARIJUANA
27585	2011-0990	H26674	MARIJUANA
26511	2005-0055	H25386	MARIJUANA
27391	2010-0519	H26449	MARIJUANA
26431	2004-0844	H25352	MARIJUANA
26429	2004-0844	H25341	MARIJUANA
26424	2004-0891	H25344	MARIJUANA
27162	2009-0495	H26141	MARIJUANA
26228	2003-1059	H25197	MARIJUANA
26227	2003-1059	H25198	MARIJUANA
26185	2002-1265	H25077	MARIJUANA
27261	2009-0966	H26224	MARIJUANA
32717	2303-1467	H31080	MARIJUANA
26430	2004-0844	H25353	MARIJUANA
27654	2012-1111	H26787	MARIJUANA IN RED CONTAINER
26111	2003-0026	H25096	MARIJUANA CIG
26240	2003-1131	H25201	MARIJUANA IN BLK CONTAINER
26622	2005-0830	H25450	MARIJUANA IN BLK CONTAINER
1441	0712-0444	H6646	MASTER LOCK
19711	1612-1245	H18640	MASTER LOCK
14862	1407-1489	H14061	MEDICAL WRAP & IV KIT
21635	1802-0438	H20924	MERRELL SHOES BRN
28850	2104-1354	H27399	MERRILL SHOE BOX
30456	2203-0104	H28903	METAL HANG
30300	2203-0102	H28786	METAL NECKLACE
30452	2203-0104	H28904	METAL PLATE PARA
11205	1210-1307	H11850	METAL SIGNS
30720	2203-0104	H29178	METAL STRAW RED CAP
30349	2203-0102	H28801	METAL WATCH METAL BRACELET BLK
26790	2007-0515	H25684	METH
30694	2204-1470	H29167	METH IN DOLLARBILL
26734	2006-1118	H25600	METH PARA PIPE,CONTAIN,FOIL
26423	2004-0677	H25330	METH PIPE
30447	2203-0104	H28911	METH PIPE
27106	2008-1651	H26026	METH PIPE
26945	2008-0779	H25906	METH PIPE
27295	2009-1421	H26316	METH PIPE
26226	2003-1059	H25199	METH PIPE IN BAG
26089	2002-0600	H25002	METH PIPE, FOIL
30345	2203-0102	H28796	MILWAKEE TOOLBOX
30541	2203-0102	H28757	MILWAUKEE HANDOOL
30721	2203-0104	H29182	MINI CARS, DINASOUR RING, CARD
30728	2203-0104	H29187	MINI CLR STORAGE CASE
30731	2203-0104	H29184	MINI DRILL
14949	1409-0812	H14285	MINI LIGHTS
30723	2203-0104	H29181	MINI PANAMA PLATE GLD
30344	2203-0104	H28850	MINISETTE VII
25320	1909-0009	H24162	MIRROR
16306	1506-0404	H15406	MISC JEWELRY
30704	2203-0104	H29141	MISC JEWELRY
16355	1506-0958	H15447	MISC JEWELRY
30323	2203-0104	H28865	MOOSE FIGURINE
30218	2203-0104	H28719	MOTOROLA PURPLE CELL
30460	2203-0104	H28981	MULTI COLOR PLACEMAT
30299	2203-0102	H28787	NECKLACE CHAIN

28851	2104-1354	H27394	NEW BALANCE SHOES
30340	2203-0104	H28847	NEW TESTAMENT BOOK
30680	2203-0104	H29116	NFIB SIGN
36641	2502-1467	H35098	NICOTINE VAPE - BK TO DESTROY
30318	2203-0104	H28880	NINTENDO ADAPTER
20420	1612-0170	32276	NORTHSIDE BOOTS
24011	1812-0827	H22769	NOTE
24100	1812-0956	H22793	NOTE
24099	1812-0956	H22794	NOTE HANDWRITTEN
23903	1811-1202	H22603	NOTE PINK INDEX CARD
30342	2203-0104	H28846	NOTEBOOK
32716	2303-1467	H31096	NOTEBOOK
30343	2203-0104	H28845	NOTEBOOK BLUE
9106	1107-0531	H10569	OGIO BACKPACK
30383	2203-0104	H28833	OPAL CLR BEAD BRACELETT
30390	2203-0104	H28751	OPAL ROSE GOLD
30335	2203-0104	H28858	ORALCE CARDS EMPTY
22729	1804-1291	H21419	ORANGE GREY OZARK TRAIL BACKPA
21628	1802-0438	H20917	ORANGE PEEL
32751	2303-1467	H31106	ORANGE RATCHET STRAPS
25288	1908-0679	H24070	ORANGE SODA CAN
10744	1208-0679	H11601	ORIGINAL RX
30706	2203-0104	H29154	ORNAMENT HOOK
30463	2203-0104	H28984	ORNAMENTS
27468	2010-1472	H26553	PACKAGING
27088	2008-1246	H25943	PACKAGING
25674	1911-0119	H24578	PAPER CUP
11858	1210-0932	H12366	PAPERS
26665	2006-0288	H25497	PARA FOIL, PIPE
27393	2010-0519	H26451	PARAPHERNALIA
26114	2002-1265	H25075	PARAPHERNALIA
27586	2011-0990	H26675	PARAPHERNALIA
26605	2005-0378	H25409	PARAPHERNALIA
32718	2303-1467	H31122	PARAPHERNALIA
26239	2003-1131	H25200	PARAPHERNALIA
36186	2409-0464	H34350	PARAPHERNALIA
26663	2006-0288	H25496	PARAPHERNALIA
27608	2012-0418	H26720	PARAPHERNALIA BAGGIES
26946	2008-0779	H25907	PARAPHERNALIA BANDANA
27167	2009-0272	H26107	PARAPHERNALIA CONTAINERS
27470	2010-1472	H26554	PARAPHERNALIA CONTAINERS
27100	2008-1304	H25950	PERSCRIP BOTTLE SERTRALINE 15
16950	1510-1404	H16264	PHONE CASE
30693	2204-1470	H29170	PHONE CASE PARAPHERNALIA
30703	2203-0104	H29147	PHOTO FRAME
23685	1809-1188	H22390	PHOTOGRAPHS
24413	1903-1062	H23250	PHOTOGRAPHS 2
21608	1802-0018	H20882	PHOTOS
30642	2203-0104	H29052	PICTURE GIRL RED DRESS
30714	2203-0104	H29155	PIN AND COINS
29841	2109-0881	H28120	PINK POCKET PEPPER SPRAY
22500	1803-1377	H21219	PINK SABRE OC
25898	2001-0117	H24791	PIPE
30449	2203-0104	H28908	PIPE
26923	2008-0628	H25901	PIPE
27655	2012-1111	H26788	PIPE
27102	2008-1402	H25988	PIPE
27299	2010-0003	H26357	PIPE
26656	2006-0244	H25491	PIPE
16351	1506-0958	H15443	PIPE SAW
27166	2009-0272	H26106	PIPES
32049	2301-0421	H30603	PISTOL BRACE

22728	1804-1291	H21416	PLEDGE RTH BOW CAMO
16354	1506-0958	H15446	PLIARS
30310	2203-0102	H28803	POCKET WATCH
16991	1511-0362	H16363	PORTABLE CHARGER
30336	2203-0104	H28856	PORTABLE CORD
30540	2202-1135	H29031	PORTABLE RADIO
20864	1706-1459	H19660	POSSIBLE WIG HAIR
12304	1307-0708	H12663	PRESCRIPTION
12297	1307-0007	H12592	PRY BAR
26421	2004-0677	H25331	PUCK AND STRAW PARAPHERNALIA
20155	1702-0913	H18979	PURCHASE RECEIPT
30469	2203-0104	H28990	RAM DUFFLE BAG TAN BLK
27173	2009-0495	H26186	RAW MARIJUANA
24260	1902-0287	H23080	RAZOR BLADE
25873	1912-1229	H24772	RECEIPT
27094	2008-1703	H26057	RECEIPT
20157	1702-0865	H19012	RECIEPT
20116	1702-0870	H18972	RECIEPT (2) WALMART
30389	2203-0104	H28752	RECTANGULAR DIAMOND RING
18627	1607-0226	H17787	RED AMMO POUCH
32705	2303-1467	H31104	RED APLIANCE
16347	1506-0958	H15439	RED BOLT CUTTERS
30338	2203-0104	H28852	RED BRA
16353	1506-0958	H15445	RED HAMMER
20530	1705-0272	H19321	RED HANDLE BOLT CUTTERS
11782	1302-1033	H12277	RED NINTENDODS
27601	2012-0180	H26700	RED VAPE
30741	2204-1470	H29165	RESIDENTCARD FAKE
7614	1101-1087	H9680	RIFLE COLT AR-15
7612	1101-1087	H9682	RIFLE STEVENS 30-30
7613	1101-1087	H9681	RIFLE-SPRINGFIELD MOUSER BROWN
24942	1906-0711	H23728	RIFLE, BOLT ACTION 7.35 CAL
20821	1706-1261	H19633	RIGHT BLK GLOVE
30369	2203-0104	H28819	RING WITH FLOWERS
20865	1706-1459	H19661	ROCK
30391	2203-0104	H28750	ROSE GOLD ZIG ZAG RING
30459	2203-0104	H28979	ROUND WALL PLANTER
30649	2203-0104	H29051	RUBBER TACTIX CONTAINER
30654	2203-0104	H29047	RUBBERMAID BLK BIN
26037	2002-0033	H24930	RUGER 10-22 BLK
25760	1911-0934	H24605	RUGER 44 MAG
10743	1208-0679	H11600	RX DOCUMENT
30262	2203-0104	H28744	SADDLE CUTE QUEEN 3000LBS
16052	1302-1092	H12197	SAFE/LOCK BOX
24939	1906-0601	H23716	SAMSUNG GALAXY S7
23936	1812-0267	H22627	SANSUNG CELL BLK
32749	2303-1467	H31074	SCALE
32760	2303-1467	H31079	SCALE NEW IN BOX
27201	2009-0474	H26136	SCCY HANDGUN CX-2
33276	2307-1570	H31908	SCOOTER
30453	2203-0104	H28926	SCREW DRIVER
12298	1307-0007	H12591	SCREW DRIVER
26621	2005-0445	H25426	SCREWDRIVER (2)
9904	1203-0689	H11213	SHARD OF GLASS
9903	1203-0689	H11212	SHARD OF GLASS
26912	2008-0526	H25889	SHARP CAP WITH RESIDUE
16349	1506-0958	H15441	SHEARS
32057	2301-0421	H30606	SHEETROCK
32048	2301-0421	H30605	SHELL CASING
8100	1104-0212	H10001	SHOES
32699	2303-1467	H31081	SHOES
30298	2203-0102	H28788	SILV BUTTERFLY CHARM

30374	2203-0104	H28824	SILV GRN CLASS RING
30296	2203-0102	H28790	SILVER BAG
30385	2203-0104	H28836	SILVER BRACELET NO DIAMOND
30372	2203-0104	H28822	SILVER DIAMOND
30386	2203-0104	H28835	SILVER DIAMOND EARING
32708	2303-1467	H31089	SILVER KEY "H51"
23677	1810-0195	H22348	SILVER MASTER LOCK
30381	2203-0104	H28831	SILVER PIERCING
30368	2203-0104	H28818	SILVER RING
30655	2203-0104	H28892	SILVER UNTENSIL SPOONS FORKS
30387	2203-0104	H28837	SILVER VINTAGE RING
30265	2203-0104	H28746	SKIL BLK CASE DRILL BITS
16350	1506-0958	H15442	SLEDGE HAMMER
11755	1302-0926	H12272	SLIM JIM
27392	2010-0519	H26452	SMALL PUCK WITH DABS
30291	2203-0102	H28778	SMALL YELLOW PAPERWEIGHT
25759	1911-0934	H24606	SMITH AND WESSON 22
30330	2203-0104	H28855	SOAP SAVER
30710	2203-0104	H29157	SOCKET
30726	2203-0104	H29183	SOCKS
27569	2011-0278	H26662	SPORTSMAN RECIEPT
30394	2203-0980	H28899	SPRINGFIELD MAGAZINE
30395	2203-0980	H28897	SPRINGFIELD XD40 HANDGUN
32055	2301-0421	H30600	STAR 9 MM AMMO
32047	2301-0421	H30593	STAR 1911 9MM HANDGUN
32051	2301-0421	H30596	STAR MAGAZINE
30648	2203-0104	H29044	STAR WARS FIGURINE
32758	2303-1467	H31088	STARKE KEY SHED KEY LABEL
30327	2203-0104	H28863	STUFF ANIMAL DOG,HORSES
14948	1409-0812	H14283	SUBOXONE
26983	2006-0988	H25574	SUBSTANCE IN VAPE
16887	1510-1123	H16265	SURVALLIANCE DVD
17063	1511-0362	H16453	SURVALLIANCE SPORT WAREHOUSE
24827	1904-0685	H23533	SURVEILLANCE
21029	1708-0818	H19937	SURVEILLANCE CD
22721	1804-1291	H21436	SURVEILLANCE CD
17008	1511-0362	H16374	SURVEILLANCE DVD
15069	1409-0812	H14294	SURVEILLANCE VIDEO
4839	0203-0047	H1680	SWABS
30341	2203-0104	H28851	SWEATSHIRT
26624	2005-0787	H25447	SWISHER PACKAGING PARA
30718	2203-0104	H29176	TAN BAG MISC ITEMS INSIDE
21633	1802-0438	H20923	TAN BRA
30333	2203-0104	H28854	TAN GLOVES
12465	1306-0657	H12779	TAPE
30329	2203-0104	H28859	TASCO BINOCULARS
30707	2203-0104	H29156	TATTOO NEEDLE
27139	2008-1216	H25937	TAURUS HANDGUN
29865	2111-0209	H28314	TAURUS HANDGUN BLK / FOUND PRO
26229	2003-1059	H25196	THC CARTRIDGE (2)
36188	2409-0464	H34349	THC CARTRIDGES
26745	2006-0627	H25536	THC NERDS
27211	2009-0495	H26139	THC OIL
36281	2411-0464	H34550	THC VAPE - TBD
27455	2010-1195	H26536	THC VAPE PEN
30306	2203-0102	H28817	THE BEADERY CLR CONTAINER
30371	2203-0104	H28821	THIN SILVER NECKLACE
11659	1302-1125	H12184	THREATING NOTE
21510	1801-0848	H20746	THROWING KNIFE
14950	1409-0598	H14272	THUMBDRIVE
20879	1706-1459	H19713	THUMBDRIVE SURVEILANCE
17766	1602-0789	H16973	TIRE IRON

30451	2203-0104	H28906	TOOTER PIPES
30380	2203-0104	H28830	TOOTH CHARM
32748	2303-1467	H31100	TORN BOX BED PARTS
30367	2203-0104	H28867	TOWEL WITH PINS
24256	1902-0287	H23076	TOYOTA KEY AND FOB
12215	1306-0089	H12503	TRUCK KEY
30445	2203-0104	H28909	TUBING
14946	1409-0812	H14282	TV/ DVD/ VCR
32759	2303-1467	H31072	TWOFACE OAKLEY IN BOX
22225	1803-0773	H21155	UDC UNIFORM SHIRT
30331	2203-0104	H28849	UNIVERSAL METAL HOLDER
12218	1305-0217	H12451	USB
28262	2011-0870	H26949	USB
27547	2011-0278	H26621	USB SURVEILLANCE
27107	2008-1651	H26028	UT ID CARD
27108	2008-1651	H26027	UT ID CARD DENSLEY
26733	2006-1118	H25601	UTHA DL
35997	2409-0708	H34178	VAPE - BOOKED TO DESTROY
36883	2505-0231	H35484	VAPE - BOOKED TO DESTROY
35890	2409-0109	H34107	VAPE - BOOKED TO DESTROY
27394	2010-0519	H26453	VAPE AND ACCESSORIES
26633	2005-0909	H25458	VAPE AND JUICE
25918	2001-0326	H24814	VAPE JUICE
36433	2411-0943	H34772	VAPES - BTD
22158	1802-0438	33664	VICTIM INTERVIEW
32753	2303-1467	H31087	VW FOB/KEY
10738	1208-1158	H11633	WALLET
11657	1302-1092	H12195	WALLET/PURSE
11779	1303-0489	H12275	WALMART RECEIPT
24262	1902-0287	H23079	WALMART RECEIPT
24406	1903-1033	H23245	WALTHER HANDGUN
24414	1903-1062	H23258	WATCH
32750	2303-1467	H31073	WHAT SHOULD DANNY DO BOOKS (3)
30328	2203-0104	H28862	WHITE APPLE I PAD
30382	2203-0104	H28832	WHITE BEAD BRACELET
25128	1907-0817	H23933	WHITE GREY MOTOROLA CELL
22046	1803-0102	H21060	WHITE SAMSUNG CELL
32761	2303-1467	H31077	WHITE SIZE 7 GUESS SHOES
30686	2203-0104	H29117	WHITE UNICORN STUFF ANIMAL
26038	2002-0033	H24931	WINCHESTER SUPER AMMO
27591	2011-0870	H26680	WOODEN PIPE
30702	2203-0104	H29145	WORK FORCE BAG
26235	2003-1459	H25247	WOVEN BLACK CASE, 5 NEEDLES
14423	1405-0210	H13808	WRENCH
12299	1307-0007	H12590	WRENCH
32755	2303-1467	H31103	WRENCH IN BLACK CASE
30729	2203-0104	H29186	WRENCH ON KEY CHAIN
32712	2303-1467	H31083	XS TANK
20972	1707-1270	H19814	YARD DECORATION ROCK
30292	2203-0102	H28777	YEL CONTAINER COINS WAS IN
30398	2203-0102	H28811	YELL CONTAINER WITH COINS
30231	2203-0104	H28736	YELLOW DEWALT CHAINSAW
20120	1702-0797	H18952	YELLOW HANDLE AX
36249	2410-1452	H34469	YELLOW OVAL PILL
29549	2108-0820	H27868	YELLOW SPRAY PAINT
22596	1804-0315	H21307	ZTE CELL PHONE BLK

HEBER CITY COUNCIL STAFF REPORT

MEETING DATE: 10/7/25

SUBJECT: Nomination of Member to the Airport Advisory Board (AAB)

RESPONSIBLE: Mayor Heidi Franco

STRATEGIC RELEVANCE: Necessary Administrative Item

SUMMARY

For now, one AAB Position needs to be nominated for the County at large position whose term has expired. I sincerely thank Jay Henry for his dedicated service on the AAB from 2022- 2025.

Jay Townsend is nominated for the at large county position. The term is from Oct 2025 – Oct 2029. I've spoken with Mr. Townsend and he is committed to helping the Airport and City.

Also, Mr. Jeff Peterson, formerly the commercial operator position on the AAB has been replaced with the permanent FBO position. I thank Mr. Peterson for his dedicated AAB service since 2022.

Mayor contacted the Daniel Mayor and gave them information to a recent Daniel applicant for the AAB. They will consider their nominee soon. Mayor will again contact the Wasatch County Council to see if they will propose a nominee per the updated AAB Bylaws from August 2023 which are also attached to this agenda item.

RECOMMENDATION

City Council can review nominee's qualifications below.

The August 2023 AAB Bylaws say:

3. One (1) at-large permanent Wasatch County Resident. Said Wasatch County Resident Member may, but are not required to be a Heber City Resident, and shall be voting Board Members.

Nominee:

1. Jay Townsend
1766 E Kings Peak Circle
Heber City, UT 84032

Jay Townsend

TV Broadcaster

PROFILE

63 years old having lived in Heber City for 8 years.

EXPERIENCE

Played Professional Golf around the world 1984-1998

Four Professional Wins

Represented the United States in International competition twice

Broadcaster for BBC 1999-2017

Mainly working the four major championships (The Masters, Us Open, The Open, and PGA Championship) as well as the Ryder Cup

Broadcaster for European Tour Productions 2004-Present
Traveling the world covering the DP World Tour

Broadcaster for PGA Tour Entertainment — 2022-Present
Studio work covering the PGA Tour

EDUCATION

Attended The University of Florida where I majored in Psychology
All-American while playing on the U of F Golf Team — 1981-1983

SKILLS

Pilot since 2020 based at KHCR

Built a Bearhawk Companion 2021-2024 at KHCR

Member of the Utah Backcountry Pilots Association

Member of the Idaho Aviation Association

RESOLUTION NO. 2023-12

A RESOLUTION AMENDING THE HEBER VALLEY AIRPORT ADVISORY BOARD BYLAWS

WHEREAS, the Heber Valley Airport Advisory Board was formed to advise the City Council on issues related to the Heber Valley Airport;

WHEREAS, the City recently entered into agreements with OK3 Air to resolve federal litigation between the City and OK3 Air;

WHEREAS, to comply with the terms of the agreements, the City desires to amend the Heber Valley Airport Advisory Board Bylaws with respect to the board members on the advisory board.

NOW THEREFORE, BE IT RESOLVED by the City Council of Heber City, Utah, as follows:

The Heber Valley Airport Advisory Board Bylaws are amended as set forth in **Exhibit A.**

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

ADOPTED AND PASSED by the City Council of Heber City, Utah, this 15th day of August, 2023. This Resolution shall become effective upon adoption and passage by the City Council.

HEBER CITY
A Utah Municipal Corporation

Heidi Franco
Heidi Franco, Mayor

ATTEST:

Trina Cooke
Trina Cooke, City Recorder

HEBER CITY CORPORATE (city seal) Seal WASATCH COUNTY UTAH

4853-5107-8006, v. 1

EXHIBIT "A"

HEBER VALLEY AIRPORT ADVISORY BOARD BYLAWS
Adopted June 16, 2006, Amended August 9, 2023

PURPOSE: This section is enacted and intended for the purpose of establishing the Heber Valley Airport Advisory Board, whose objectives and purposes shall be to advise the City Council and the Mayor in matters pertaining to the policies of the Heber Valley Airport.

ARTICLE I: AUTHORITY

These rules and procedures are amended by Resolution 2018-12 of the Heber City Council.

ARTICLE II: JURISDICTION

The physical jurisdiction of the Airport Advisory Board (Board) is the Heber Valley/Russ McDonald Airport field boundaries and any infrastructure, safety zones, and the like appertaining thereto.

ARTICLE III: APPOINTMENT AND TERMS OF MEMBERS

A. The Airport Advisory Board shall consist of seven (7) members and two (2) alternates.

B. Membership shall be as follows:

1. One (1) City Council Member. Said Council Member shall be alternate Board Member, and once approved by the consent and advice of the City Council may serve at the pleasure of the Mayor for the duration of their term as Council Member. However, with the advice and consent of the City Council the Mayor may rotate this Council Member with other Council Members every two years, but this is not required, and left to the discretion of the Mayor. The alternate shall participate in the meeting and have all the other rights of regular board members, except voting; but if any voting members are absent or recused on a particular agenda item, such that the voting requirement for a quorum is not met, then the alternate may vote to fill the quorum.

2. Three (3) permanent Heber City Residents and shall be voting Board Members.

3. One (1) at-large permanent Wasatch County Resident. Said Wasatch County Resident Member may, but are not required to be a Heber City Resident, and shall be voting Board Members.

4. One (1) member that is a permanent resident of Daniel, Wasatch County; appointed by the town of Daniel and shall be a voting member.

5. One (1) Wasatch County Officer or Staff appointed by the Wasatch County Commissioners. Said Member shall be an alternate Board Member. The alternate shall participate in the meeting and have all the other rights of regular board members, except

voting; but if any voting members are absent or recused on a particular agenda item, such that the voting requirement for a quorum is not met, then the alternate may vote to fill the quorum.

6. One (1) Airport full-service fixed-base ~~commercial~~ operator ~~and~~ shall be a voting Board Member.

7. One (1) Airport tenant and shall be a voting Board Member.

8. A Quorum shall consist of a minimum of four (4) voting Board Members.

9. A Technical Assistance Committee will be formed as needed to help understand technical and other issues associated with the Airport or other entities that might be affected by it. During the time they serve on said Technical Assistance Committee, any such Committee Member shall not be paid or receive any compensation from the City.

10. For the purposes of this Article and provisions, Permanent Residency shall be defined as a person who meets the following criteria:

    a. is a citizen of the United States at least 30 days immediately prior to their appointment;
    b. has been a resident of Utah for at least the 30 days immediately before the appointment;
    c. will be at least 18 years old on the day of the appointment to the Board; and
    d. currently resides within the voting district or precinct in which the person would apply to register to vote. It is not a requirement of Board Membership that said Member votes, is registered or registers to vote.
    e. whose home and primary residence is located in Wasatch County and is recognized as a primary residence by the County Assessor.

11. Members shall be required to attend at least 75% of the publicized meetings of the Board, attendance to be determined on an annualized basis.

12. In the event a membership term is ended, and there is no immediate replacement and the Council does not approve or consent to a replacement, the person last serving in that position for said term shall continue to serve until the Mayor and Council come to an agreement or replace. However, any term of any Council Member shall terminate when they no longer serve as City Council Members.

C. Subject to Provision B(1) above regarding Heber City Council Members, and Provision 8 above, the terms of office for the seven appointed Airport Advisory Board Members shall be four years. The initial appointments shall be for, three (3) positions two (2) years, two (2) positions three (3) years, and two (2) positions (4) four years from January 1, 2005. The term of the alternate shall be two (2) years. Any vacancies in these positions shall be filled by a recommendation from the Mayor and confirmation by the City Council. The appointment will be for the remaining time of the member whose vacancy is being filled.

D. Improper conduct and non-performance of duties shall result in a recommendation to the Heber City Council for removal of said member. Members may be removed after a public hearing, by a majority vote of the City Council.

E. A stipend of $50.00 per meeting attended, shall be paid to Airport Advisory Board Members.

ARTICLE IV: AIRPORT ADVISORY BOARD OFFICERS AND THEIR DUTIES

A. Chairperson:

1. The Airport Advisory Board shall elect a Chairperson and a Vice-Chairperson from among its members at the first regular meeting in January.
2. The Chairperson and Vice-Chairperson shall serve for a term of two years, beginning the first regular meeting in January.
3. The Chairperson shall preserve order, and decide all points of order, subject to appeal of the membership. Such appeal shall be decided by a majority vote of the members present. The Chairperson may vote on all matters before the Airport Advisory Board.
4. The Chairperson with the concurrence of a majority vote of the Airport Advisory Board and the City Council may create such special subcommittees as he/she may, from time-to-time, deem necessary or desirable.
5. In the event of absence or disability the Chairperson, the Vice-Chairperson shall preside. In the absence of both, the members shall appoint a Chairperson for that meeting.

B. Vice-Chairperson:

1. Perform all of the above duties in the absence of the Chairperson;
2. Conduct the annual review of the Airport Advisory Board actions;
3. Coordinate and conduct the annual meeting of the Board; and
4. Provide orientation to new Airport Advisory Board Members.

C. Secretary

1. The duties of Secretary shall be performed under the direction of the Heber City Recorder's Office.

2. Assure true recording and maintenance of the public record, record the proceedings of all hearings and meetings; and prepare the minutes of the Board. Minutes shall include:

   a. The date, time, and place of the meeting;
   b. The names of members present and absent;
   c. Maintain an attendance record;
   d. The substance of all matters proposed, discussed, or decided, and a record, by individual members of votes taken;
   e. Findings and conclusions;
   f. Maintain a chronicle of Board motions and recommendations;

g. The names of all citizens who appeared and who gave comments and the substance in brief of their testimony;
h. Any other information that any member requests be entered in the minutes.
i. Assist the Chairman in ushering the orderly conduct of meetings in accordance with the by-laws and Roberts Rules of Order. At the Secretary's discretion, shall have the power to intervene with advise at any time on the proceedings of a meeting.
j. Notify the City Accounts Payable Clerk on the payment of stipends.

3. All recommendations to the City Council, involving changes in the City ordinances shall be submitted by the Secretary to the City Attorney for review. After the review, the proposed ordinance shall be returned to the Airport Advisory Board to evaluate any comments or suggestions before being submitted to the City Council.

ARTICLE V: STAFF OF THE BOARD AND THEIR DUTIES

A. Airport Manager and Secretary with assistance as requested from the Airport Advisory Board.

1. Shall advise the Airport Advisory Board regarding regulation of and requests for development and re-development, financial concerns, and other matters;
2. Coordination and supervision of work preparation by staff;
3. Prepare all documents for presentation to the Airport Advisory Board; and
4. Assist the Chairperson and Vice-Chairperson of the Board in the exercise of their duties.
5. Assistance shall be minor and administrative in nature. Requests that may require significant research time and work product should be assigned to a Technical Advisory Committee. The Airport Manager may approve significant requests for assistance upon request.

B. Legal Counsel

The City Attorney or his designee shall be the legal counsel for the Airport Advisory Board and its subcommittees.

ARTICLE VI: MEETINGS

A. The Airport Advisory Board shall meet as set forth in the annual notice of meeting schedule to conduct its duly appointed business.

B. A special meeting for any purpose may be held on the call of the Chairperson or four members of the Airport Advisory Board. Board members and public shall be notified of such meetings by the Secretary, in accordance with the provision of City and State law.

C. A Quorum of the Airport Advisory Board shall consist of four voting members, including one or two alternate members filling in as set forth in Article 3(B)(1), above. A quorum shall be necessary to conduct business.

1. Any agenda item must receive at least four (4) affirmative votes for approval or recommendation to City Council for approval.

2. A failure to vote by a member shall be counted as an abstention.

D. Order of Business for Regular Meetings

Unless approved by majority of the quorum, the Airport Advisory Board will follow the published Agenda.

1. Deadline for Filing and Removal of Agenda Items:

   a. Deadline for the General Public: All items submitted by the general public to be presented at the Airport Advisory Board Meeting must be in writing. The deadline for submitting an item to the Airport Board secretary is 5:00 p.m. one week + one day prior to the regular Airport Advisory Board meeting at which the item(s) are to be presented. Deadline for Airport Advisory Board Members, City Council Members, and City Staff.

   b. Items submitted by Airport Advisory Board Members, City Council Members, and City Staff to present at the Airport Advisory Board meeting must be in writing. The deadline for submitting an item to the Airport Board secretary is 5:00 p.m. one week + one day prior to the Airport Advisory Board meeting.

2. Removal of Agenda Items: Individuals may remove any item they submitted from the agenda at any time.

3. Each agenda item shall be accompanied with any support material needed for Board members to take action.

4. While matters not on the agenda may be discussed, no final action can be taken on any matter not on the written agenda.

ARTICLE VII: PARTICIPATION BY STAFF AND PUBLIC

A. No person shall be permitted to speak unless recognized by the Chairperson, who shall designate time limits to persons permitted to speak on any matter properly before the Board. Each person speaking before the Airport Advisory Board shall first state name, city or county and then the substance of his remarks.

B. Matters before the Airport Advisory Board shall be presented in the following manner:
   1. Presentation by staff;
   2. Presentation by applicant;
   3. Comments from the public, where appropriate, (decided by the chair);
   4. Comment and questions from the Airport Advisory Board;

5. Further comments by applicant and public; and
6. Concluding comments and recommendations from the staff.

C. Roberts Rules of Order will be applied as necessary.

ARTICLE VIII: FINDINGS, CONCLUSIONS AND RECOMMENDATIONS

A. Form and Character of Motions

1. Upon review of the public record on a request and due deliberation among the members of the Airport Advisory Board, any member of the Board, except; the Chairperson, may make a motion. The motion shall include not only the direction of the motion (approval, approval with conditions, or denial), but also a recitation of the specific findings and conclusions supporting such motion

4. A second shall be required for each motion.

5. A motion shall die in absence of a second

6. Discussion and amendments on the motion

7. Where a motion to deny a request shall be defeated, a member of the Board initially in opposition shall have first right to make a motion to:

   a. Approve the request;
   b. To Table, or
   c. To continue the matter for further study or investigation

B. Forwarding the Airport Advisory Board recommendations to the City Council:

1. Recommendations made by the Airport Advisory Board will be prepared by staff and scheduled for presentation to the City Council.

2. Recommendations will be forwarded as approved by the Airport Advisory Board (without alteration).

3. The Airport Manager supported by the Chairman and other members of the Airport Advisory Board will present it to the City Council.

4. Airport Advisory Board Secretary will notify Board Members when Board matters are being presented to the City Council.

ARTICLE IX: REQUIREMENTS FOR THE SUBMISSION OF REQUESTS

A. The Airport Advisory Board may adopt standard forms for the submission of requests. All requests shall have reasonable advance time requirements;

B. The Airport Manager or his designee shall certify completeness of requests;

C. Any request denied shall not be resubmitted for a maximum period of six months or as requested by the Chairman; and

D. The Airport Advisory Board may recommend to the City Council a fee schedule for the submission of requests to cover processing, duplication, notices and, distribution of requests and related documents.

ARTICLE X: DOCUMENTS OF THE BOARD

A. Any and all materials submitted to the Airport Advisory Board regarding a request shall be entered into the public record by a motion to "accept for the record".

B. All notices, agendas, requests, agency or consultant letters or reports, staff reports, minutes of meetings, and resolutions or record shall constitute the documents of the Airport Advisory Board and shall be indexed as public record.

ARTICLE XI: ADMINISTRATIVE CALENDAR

A. Notice for all public hearings, work sessions and regular meetings shall conform to requirements of law.

B. Regular meeting schedule for the calendar year following shall be determined at the annual meeting of the Airport Advisory Board.

C. The Airport Advisory Board shall have an annual public meeting, to review the work of the previous year and plan the work program for the coming year.

ARTICLE XII: CONDUCT OF MEMBERS OF THE AIRPORT ADVISORY BOARD

A. Members of the Airport Advisory Board shall prepare themselves for hearings and meetings.

B. Appointed members of the Airport Advisory Board shall attend at least 75 percent of all meetings within a calendar year. Failure to do so may be deemed by the Airport Advisory Board or the Heber City Council as cause for removal.

C. An Airport Advisory Board member with a conflict of interest in a matter before the Board must state that such a conflict of interest exists and withdraw from participation in the public hearing, work session, or regular meeting on such matters. Participation of a member of the Airport Advisory Board with a conflict of interest may be cause for removal. The interests of that Airport Advisory Board member may be represented before the Board by agenda or legal representative at the public hearing, regular meeting, or work session and entered into the public record. The prohibition from "participation" does not exclude an Article 7.B.2 presentation or a response solicited from one of the other Board members.

ARTICLE XIII: CHANGES AFFECTING THE AIRPORT MASTER PLAN

Anytime the Airport Advisory Board would make a decision affecting the Airport Master Plan, the Board shall hold a public hearing to make an amendment to the Plan.

ARTICLE XIV: ADOPTION AND AMENDMENT OF BYLAWS; AIRPORT MINIMUM STANDARDS AMENDMENTS; AIRPORT RULES & REGULATIONS AMENDMENTS; AIRPORT LEASE RATES & CHARGES POLICY AMENDMENTS; & AIRPORT FEES

A. Bylaw adoption, or amendment, Airport Minimum Standards Amendments, Airport Rules & Regulations Amendments, Airport Lease Rates & Charges Policy Amendments, and Airport Fees shall be recommended to the Heber City Council by the Airport Advisory Board or City Council members following review by the Airport Manager and the City's legal counsel.

B. The City Council shall review the proposed bylaws amendment(s), Airport Minimum Standards Amendments, Airport Rules & Regulations Amendments, Airport Lease Rates & Charges Policy Amendments, and Airport Fees and make one of the following actions:

    1. Adopt as submitted;
    2. Reject as submitted; or
    3. Amend/revise and adopt

C. The bylaw or amendment proposal(s), Airport Minimum Standards Amendments, Airport Rules & Regulations Amendments, Airport Lease Rates & Charges Policy Amendments, and Airport Fees shall take effect immediately upon adoption by resolution of the City Council.

Heber City Council Staff Report

MEETING DATE: 10/7/2025
SUBJECT: Resolution 2025-16 Non-appropriating Funds for Lenslock, Inc
RESPONSIBLE: Jeremy Cook
DEPARTMENT: Administrative
STRATEGIC RELEVANCE:

SUMMARY

In 2023, the police department entered into a contract with Lenslock to supply body worn cameras and related services. The police department has experienced numerous issues and the City did not appropriate money in the 2025/2026 budget to continue the contract. The resolution documents the City's non-appropriation of funds.

RECOMMENDATION

Approve Resolution 2025-16

BACKGROUND

DISCUSSION

FISCAL IMPACT

None

CONCLUSION

Staff recommends approval of the resolution

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: Administrative
Staff member: Jeremy Cook, City Attorney

EXHIBITS

1. Resolution 2025-16 Lenslock Non-Appropriation - 4875-2608-0468 - 2

RESOLUTION NO. 2025-16

A RESOLUTION NON-APPROPRIATING FUNDS FOR LENSLOCK, INC.

WHEREAS, on or about July 17, 2023, Heber City entered into a Government Obligation Contract (the "Contract") with Lenslock, Inc. ("Lenslock") to purchase certain equipment and services from Lenslock, Inc.; and

WHEREAS, Heber City has experienced numerous issues with the equipment and services provided by Lenslock, which issues have not been resolved to the satisfaction of Heber City;

WHEREAS, due to Lenslock failure to perform under the terms and conditions of the Contract, Heber City has not appropriated funds to continue the Contract for the renewal term beginning on December 1, 2025 or any subsequent years.

NOW THEREFORE, BE IT RESOLVED by the City Council of Heber City, Utah, that in accordance with Section 4.01 of the Contract, Heber City has not appropriated funds to pay the Contract Payments for the next Renewal Term beginning on December 1, 2025 or any subsequent years and specifically prohibits City, as obligor, from performing its obligations under the Contract and from using any moneys to pay the Contract Payments due under the Contract for the 2025 budget years and all subsequent budget years.

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

ADOPTED AND PASSED by the City Council of Heber City, Utah, this _____ day of _____, 2025. This Resolution shall become effective upon adoption and passage by the City Council.

HEBER CITY
A Utah Municipal Corporation

_____
Heidi Franco, Mayor

ATTEST:

_____
Trina Cooke, City Recorder

(city seal)

4875-2608-0468, v. 2

Heber City Council Staff Report

MEETING DATE: 10/7/2025
SUBJECT: Mark Evans Settlement Agreement
RESPONSIBLE: Jeremy Cook
DEPARTMENT: Administrative
STRATEGIC RELEVANCE:

SUMMARY

In 2024, the City entered into a Right of Way Contract with Mr. Evans to acquire property from Mr. Evans that was necessary for the Heritage Farms Parkway construction. As part of the Right of Way Contract, the City agreed to certain development on an adjacent parcel of property owned by Mr. Evans. In 2025, Mr. Evans submitted a subdivision plat application to the City to develop a subdivision consisting of four lots. It was the position of Mr. Evans that the Right of Way Contract vested him with the right to construct the four lots. In contrast, the City staff believe that the Right of Way Contract only vested Mr. Evans with the right to construct two lots. In order to avoid litigation, Mr. Evans and the City have negotiated a settlement that would allow Mr. Evans to construct three lots on the parcel.

RECOMMENDATION

Approval

BACKGROUND

DISCUSSION

City staff and Mr. Evans have worked together for a number of months to reach a solution that would avoid litigation and be in the best interest of both parties. Staff believes that allowing three lots on the parcel is compatible with the neighboring properties and will not negatively impact the area or limit the functionality of Heritage Farms Parkway.

FISCAL IMPACT

None

CONCLUSION

Staff recommends approval of the Settlement Agreement

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: Administrative
Staff member: Jeremy Cook, City Attorney

EXHIBITS

1. Evans Settlement Agreement - 4928-5853-1952 - 1
2. Evans Subdivision Final Plans - 4917-7948-1968 - 1

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("**Agreement**") is made by and between MARK EVANS, an individual (hereafter "**Evans**"), on the one hand, and HEBER CITY, a Utah municipal corporation (hereafter "**City**"), on the other hand, effective as of the date of the last signature appearing below ("**Effective Date**"). Evans and the City are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS:

A. On or about April 2, 2024, the Parties entered into that certain Right of Way Contact (the "**Original Contract**").

B. Thereafter a dispute between the City and Evans arose as to the interpretation of Section 10 of the Original Contract and certain provisions of the City Code. Namely, Evans claimed Section 10, when read in conjunction with the City Code, allowed him to obtain approval from the City for a 4-lot subdivision on parcels 00-0008-0353 and 00-0017-2531 (the "**Property**"). The City claimed that under the City code only a 2-lot subdivision would be allowed.

C. The City denied Evans' land use application and preliminary plan for a 4-lot subdivision. Evans appealed (the "**Land Use Appeal**").

D. The Parties now wish to resolve their differences, avoid the costs and risks of litigating the Land Use Appeal and/or the Original Contract, and forever resolve their differences pertaining to the Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT:

1. **WITHDRAWAL OF LAND USE APPEAL.** In consideration of the mutual promises and covenants contained in this Agreement, Evans shall withdraw and/or dismisses the Land Use Appeal upon execution of this Agreement by all the Parties.

2. **PLAT APPROVAL.** In consideration of the mutual promises and covenants contained in this Agreement, pursuant to its powers to enter into development agreements under Utah Code Ann. § 10-9a-102(2), and after finding that this Agreement is necessary and appropriate to implement land use controls and resolve potential and further disputes for the use and development of land within the City, the City agrees that it has reviewed and approves the proposed 3-lot subdivision plat proposed by Evans as part of this Agreement, and attached as **Exhibit A** (the "**Plat**"). The Plat complies in all material respects with the terms and conditions of this Agreement and/or the City Code. This Agreement vests Evans with final plat approval and the right to record the Plat in accordance with the requirements of the City Code.

3. **ORIGINAL CONTRACT.** Section 10 of the Original Contract is replaced with the following:

> City agrees to allow Grantor a single private 20-foot wide access from the new Heritage Farms Parkway to access parcels 00-0008-0353 and 00-0017-2531 (the "Parcels"). City agrees that the access can be utilized to access up to three (3) new lots on the Parcels and that Grantor shall be entitled to subdivide the Parcels into up to three developed lots. City will allow a 20-foot access with curb cut off Heritage Farms Parkway, across City property, and into the Parcel at a location to be determined by the Grantor. City also agrees to allow Grantor, at Grantor's expense, to cross City property to tie into and/or connect with utilities and other infrastructure necessary to service the three (3) new lots on the Parcels.

Evans agrees that as of the Effective Date the City has complied with, or Evans waives the right to require City to comply with, all of the City's obligations under the Original Contract, including paragraphs 11 – 18 of the Original Contract. Evan's agrees City shall not be required to complete any additional work or improvements on Evans' property or City property, including, but not limited to, installation of a handrail. The City retains the right, at City's own discretion, to complete landscaping on City property between Heritage Farms Parkway and Evans' property as City desires, except for in the area of the curb cut and access into the Parcel/Property. Any such landscaping shall be undertaken at the City's expense. Nothing in this Agreement shall prevent the Parties from pursuing damages, claims, causes of action, or other matters that arise after the Effective Date of this Agreement.

4. **MISCELLANEOUS PROVISIONS**.

a. The Parties hereby acknowledge that they have not relied on any statement, representation, inducement, or promise of any other Party (or any other officer, agent, employee, representative, or attorney for any other Party) in executing this Agreement, or making the settlement provided for herein, except as expressly stated in this Agreement. The recitals above are material part of this Agreement.

b. The Parties further represent and warrant that they have read this Agreement and know and understand the full content of this Agreement and are voluntarily entering into this Agreement upon the advice of their attorneys or, after having waived their right to have their attorneys, upon their review this Agreement.

c. If any provision of this Agreement shall be invalid or unenforceable, the remaining provisions hereof shall continue to be fully effective, provided that such remaining provisions do not increase the obligations or liabilities of the Parties.

d. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute and be one and the same instrument. An electronic signature (.pdf) shall be sufficient to effectuate the Agreement. Time is of the essence of this Agreement.

e. The Agreement is the entire agreement among the Parties, supersedes and replaces any prior oral or written communications, representations, or understandings concerning the terms of this Agreement, may be modified only by an instrument in writing executed by the Parties hereto, is effective as of the last date of execution set forth below, and no omission or delay of any Party in exercising any right under this Agreement shall constitute or operate as a waiver of that or any other right.

f. This Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, and predecessors of the Parties. Except as otherwise provided herein, the representations, warranties, covenants, and agreements set forth in the Agreement will survive the execution, delivery, and performance hereof.

g. All Parties hereby agree to cooperate fully to execute any and all supplementary documents, and to take any and all additional actions, that may be reasonably necessary or appropriate to give full force and effect to the terms and intent of this Agreement and to have the documents required thereby.

h. This Agreement shall be governed by Utah law. The Parties agree that any action to enforce this Agreement, including but not limited to a cause of action for breach of this Agreement, shall be brought in a court of competent jurisdiction in Wasatch County, Utah. The rule of construction that any ambiguities herein are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

i. If any party shall seek to enforce or protect its rights under this Agreement, or under any document or instrument executed and delivered in connection herewith, in any action, suit, arbitration, case or other proceeding, including all bankruptcy cases and proceedings, and including any appeals and/or petitions therefrom, the prevailing party shall be entitled to receive from the other party payment of their costs and expenses, including reasonable attorneys' fees incurred (whether such costs of fees are incurred before or after the commencement of the proceeding).

j. The Parties understand, acknowledge, and agree that this Agreement is the compromise of disputed claims and is not to be construed as an admission of liability, fault, or responsibility on the part of any Party, by whom liability, fault, and responsibility are, and have always been, expressly denied.

k. Each Party represents and warrants to each other Party that such warranting Party has not made any lien, notice of interest, assignment, transfer, encumbrance, pledge, or other lien or alienation of any of the charges, complaints, claims, demands, actions, causes of action, suits, rights, demands, or other rights or interests which are the subject of the waivers, discharges and acquittals set forth in this Agreement. Further, the undersigned warrant and represent that in executing this Agreement, they have full authority to execute the Agreement and bind themselves, their predecessors-in-interest and assignors, if any, and any other related and/or affiliated Parties hereto.

l. The Parties mutually represent and warrant to each other that they have not filed or commenced and that they will not file or commence any claim, complaint, charge, lawsuit, action, or proceeding of any nature against any other Party or their agents or brokers.

m. Nothing in this agreement shall be construed as an admission of guilt or wrongdoing or an admission that there was a prior contract or agreement between the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

Dated this ___ day of _____, 2025, by: **MARK EVANS**

_____

Dated this ___ day of _____, 2025, by: **HEBER CITY**, a Utah municipal corporation

_____

Matt Brower, City Manager

EXHIBIT A
(Engineered Plans for 3-lot Subdivision)

EVANS SUBDIVISION
FINAL PLANS

VICINITY MAP

SHEET INDEX

1. COVER
2. BOUNDARY AND TOPOGRAPHY SURVEY
3. PLAT
4. DEMOLITION AND IMPACT TO IRRIGATION PLAN
5. SITE PLAN
6. GRADING AND DRAINAGE PLAN
7. UTILITY PLAN

ALL WORK SHALL COMPLY WITH HEBER CITY STANDARDS, SPECIFICATIONS AND CONSTRUCTION DETAILS. THE HEBER CITY WEBSITE UNDER ENGINEERING PROVIDES A COMPLETE SET OF THIS INFORMATION.

HEBER CITY STANDARD CONSTRUCTION NOTES:

THE FOLLOWING ARE THE STANDARD CITY CONSTRUCTION NOTES.

A. TYPICAL

1. CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR JOB SITE CONDITIONS DURING CONSTRUCTION OF THIS PROJECT, INCLUDING THE SAFETY AND WELL-BEING OF ALL PERSONS AND PROPERTY. THIS RESPONSIBILITY SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
2. CONTRACTOR SHALL OBTAIN ALL APPLICABLE PERMITS AND/OR WRITTEN AGREEMENTS NECESSARY TO COMPLETE THE WORK.
3. CITY OWNED WATER VALVES MAY BE OPERATED ONLY BY CITY STAFF. OPENING, CLOSING OR TAMPERING WITH A CITY WATER VALVE WITHOUT PERMISSION OF THE CITY PUBLIC WORKS DEPARTMENT IS A CLASS B MISDEMEANOR PUNISHABLE BY UP TO SIX MONTHS IN JAIL AND A $1,000 FINE.
4. CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE CITY'S ENGINEERING DEPARTMENT AT LEAST 5 BUSINESS DAYS PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR MUST ATTEND AND BRING ONE SET OF THE ACKNOWLEDGED CONSTRUCTION DRAWINGS AND A COPY OF THE CURRENT HEBER CITY STANDARD SPECIFICATIONS AND DRAWINGS MANUAL (AVAILABLE AT HEBERUT.GOV).
5. CONTRACTOR SHALL HAVE IN POSSESSION AND ON-SITE AT ALL TIMES ONE COPY OF THE CURRENT ACKNOWLEDGED CONSTRUCTION PLANS STAMPED, SIGNED, AND DATED BY THE ENGINEER OF RECORD, THE APPLICANT, AND THE CITY.
6. DEVELOPER'S ENGINEERS (CIVIL AND GEOTECHNICAL) SHALL PERFORM SUFFICIENT INSPECTIONS AND SURVEYS DURING GRADING AND CONSTRUCTION TO RENDER AN OPINION IN WRITING AS TO ADHERENCE TO THE ACCEPTED PLANS AND COMPLIANCE WITH HEBER CITY STANDARD SPECIFICATIONS AND DRAWINGS MANUAL.
7. ANY WORK DONE IN THE ABSENCE OF AN INSPECTOR'S APPROVAL SHALL BE SUBJECT TO REJECTION. ALL UNDERGROUND GPS DATA MUST BE COLLECTED BY A CITY REPRESENTATIVE PRIOR TO BACKFILL. INSPECTORS MAY REQUEST THE CONTRACTOR TO EXPOSE WORK THAT HAS BEEN BACKFILLED WITHOUT PRIOR INSPECTION OR COLLECTION OF GPS DATA. ALL SUCH REWORK SHALL BE COMPLETED AT THE DEVELOPER'S OR OWNER'S EXPENSE.
8. SURVEY MONUMENTS MUST BE INSTALLED IN ACCORDANCE WITH THE CURRENT HEBER CITY AND WASATCH COUNTY SURVEYOR'S OFFICE REQUIREMENTS.
9. ALL DISTURBED PROPERTY SURVEY MARKERS SHALL BE RESET IN THEIR ORIGINAL LOCATIONS UPON COMPLETION OF ALL CONSTRUCTION ACTIVITIES.
10. CONTRACTOR SHALL PROVIDE ALL TRAFFIC CONTROL WHICH MUST CONFORM TO THE CURRENT MUTCD. PROVIDE SITE-SPECIFIC TRAFFIC CONTROL PLANS [PREPARED BY AN AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION (ATSSA) OR AGC-CERTIFIED INDIVIDUAL] PRIOR TO INSTALLATION OF ANY TRAFFIC CONTROL DEVICE. TRAFFIC CONTROL PLANS MUST BE ACCEPTED BY THE CITY PRIOR TO IMPLEMENTATION AND BEFORE ANY SHOULDER, LANE, OR STREET CLOSURE.

B. TRENCHES AND UTILITIES

1. TRENCHES SHALL BE COMPLETED AND RESTORED PER CITY STANDARD DRAWING UTIL-1.
2. POTHOLE EXISTING UTILITIES IN ACCORDANCE WITH CITY STANDARD DRAWING UTIL-5.
3. CONTRACTOR IS RESPONSIBLE TO LOCATE, AVOID, PROTECT, AND REPAIR ALL UTILITIES ENCOUNTERED DURING CONSTRUCTION, WHETHER OR NOT THEY ARE SHOWN ON THE PLANS. LOCATIONS OF UNDERGROUND UTILITIES SHOWN ON PLANS ARE APPROXIMATE AND REQUIRE FIELD VERIFICATION BY CONTRACTOR.
4. ALL TRENCHES WITHIN PUBLIC RIGHT-OF-WAY MUST BE BACKFILLED OR SECURELY PLATED DURING NONWORKING HOURS. TRENCHES OUTSIDE THESE AREAS SHALL BE BACK-FILLED OR PROTECTED BY APPROVED TEMPORARY FENCING AND/OR BARRICADES DURING NON-WORKING HOURS. TRENCHES IN THE ROADWAY MUST BE BACKFILLED, COMPACTED, AND PAVED WITHIN 48 HOURS OF ROAD-CUT. PAINT STRIPING SHALL BE REPLACED IN ACCORDANCE TO CITY STANDARDS WITHIN 48-HOURS OF RESTORATION OF PAVEMENT.

C. ROADWAY CONSTRUCTION AND RESTORATION

1. SUBGRADE MUST BE APPROVED PRIOR TO CONSTRUCTION OF UNTREATED BASE COURSE AND PAVEMENT SECTIONS. SUBGRADE APPROVAL REQUIRES THAT A PROOF-ROLL BE COMPLETED AND VERIFIED BY A CITY INSPECTOR, AND THAT ALL UTILITIES BE INSTALLED, INSPECTED WITH CONNECTIONS TO MAIN LINES COMPLETED, AND ACCEPTED BY THE CITY.
2. ASPHALT PATCHING TO ROADS BETWEEN OCTOBER 15 AND APRIL 15 WILL BE CONSIDERED TEMPORARY ONLY, AND MUST BE REPLACED ACCORDING TO CITY STANDARDS AND SPECIFICATIONS BETWEEN THE FOLLOWING APRIL 15 AND JULY 1.
3. MATERIAL SUBMITTALS ARE REQUIRED FOR ALL ITEMS PLACED WITHIN THE CITY RIGHT-OF-WAY. ALL SUBMITTALS MUST BE DATED WITHIN 90 DAYS OF THE CONSTRUCTION START DATE (UNLESS SPECIFIED OTHERWISE) AND BE SUBMITTED PRIOR TO THE START OF CONSTRUCTION ACTIVITIES.
4. MORATORIUM STANDARD (NEW, RECONSTRUCTED, AND OVERLAID STREETS): NO CUTS PERMITTED FOR TWO (2) YEARS FROM THE TIME OF CONSTRUCTION/ RECONSTRUCTION/OVERLAY)
5. SPECIAL RESTORATION STANDARD: THIS STANDARD APPLIES TO NEW, RECONSTRUCTED, OVERLAID, AND CHIP/SLURRY-SEALED STREETS:
   A. NEW, RECONSTRUCTED, AND OVERLAID STREETS (FOR 5 YEARS AFTER END OF MORATORIUM): THE ASPHALT SURFACE SHALL BE MILLED A MINIMUM DEPTH OF TWO (2) INCHES, AND FIFTEEN (15) FEET EACH WAY FROM THE EDGE OF THE CUT. MILLING SHALL BE DONE IN WIDTHS EQUIVALENT TO EXISTING STRIPED TRAFFIC LANES. THE CITY ENGINEER RESERVES THE RIGHT TO REQUIRE ADDITIONAL AREA AND/OR DEPTH IF DEEMED APPROPRIATE TO RESTORE ROADWAY TO ORIGINAL CONDITION. APPROVED FABRIC IS REQUIRED WHEN EXISTING PAVEMENT INCLUDED A FABRIC PRIOR TO THE PERMITTED CUT.
   B. CHIP/SLURRY-SEALED STREETS (FOR ONE YEAR AFTER CIP/SLURRY APPLICATION): THE ASPHALT SURFACE SHALL BE RE-CHIPPED/SLURRIED A MINIMUM OF FIFTEEN (15) FEET EACH WAY FROM THE EDGE OF THE CUT, IN WIDTHS EQUIVALENT TO EXISTING STRIPED TRAFFIC LANES.
6. ROADS SHALL BE OPENED FOR TRAFFIC DURING PEAK HOURS. LANE CLOSURES MAY ONLY BE IN EFFECT FROM 9AM-2PM, AND 7PM-7AM WHEN NIGHT WORK IS APPROVED. CONTRACTORS SHALL ACCOMMODATE ALL SPECIAL SCHOOL OR LOCAL GOVERNMENT SCHEDULES AND EVENTS. PAINT STRIPING SHALL BE REPLACED IN ACCORDANCE WITH CITY STANDARDS WITHIN 48-HOURS OF RESTORATION OF PAVEMENT.
7. ALL ROAD CLOSURES MUST BE APPROVED BY THE CITY ENGINEER. ALL REQUESTS FOR ROAD CLOSURES SHALL BE MADE IN WRITING AND INCLUDE A SITE-SPECIFIC TRAFFIC CONTROL PLAN FOR THE PROPOSED CLOSURE. WHEN APPROVED, CLOSURES OF COLLECTOR STREETS WILL REQUIRE A 2-WEEK ADVANCE NOTICE TO THE PUBLIC INFORMING THEM OF THE UPCOMING CLOSURE. THE NOTICE SHALL BE PROVIDED USING ON-SITE VARIABLE MESSAGE SIGN (VMS) BOARDS INDICATING THE ANTICIPATED START DATE AND DURATION OF THE CLOSURE. VMS BOARDS SHALL REMAIN ON SITE FOR THE FULL TWO WEEK ADVANCE-NOTICE PERIOD. IF THE DURATION OF THE CLOSURE IS EXTENDED BEYOND THE APPROVED PERIOD, THE EXTENSION SHALL BE COORDINATED WITH THE CITY ENGINEER AND SHALL REQUIRE ADDITIONAL VMS BOARD NOTIFICATION TO THE PUBLIC.

ALL HEBER CITY CONSTRUCTION SPECIFICATIONS AND DETAILS ARE INCORPORATED INTO THIS PLAN SET. HEBER CITY DOES NOT ALLOW CONSTRUCTION DETAILS TO BE INCLUDED IN THE PLANS. PLEASE SEE WWW.HEBERUT.GOV/158/ENGINEERING TO FIND THE SPECIFICATIONS AND DETAILS.

DEVELOPER
MARK EVANS
925 NORTH MILL ROAD
HEBER CITY, UTAH 84032
801-358-5371

CIVIL ENGINEER
PAUL BERG, P.E.
BERG ENGINEERING
380 EAST MAIN SUITE 204
MIDWAY, UTAH 84049
435.657.9749

Blue Stakes of UTAH 811 Bluestakes.org

HEBER CITY ENGINEER ACCEPTANCE

RUSSELL FUNK DATE

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PAUL D. BERG P.E.
SERIAL NO. 295595
DATE: 17 JUL 2025

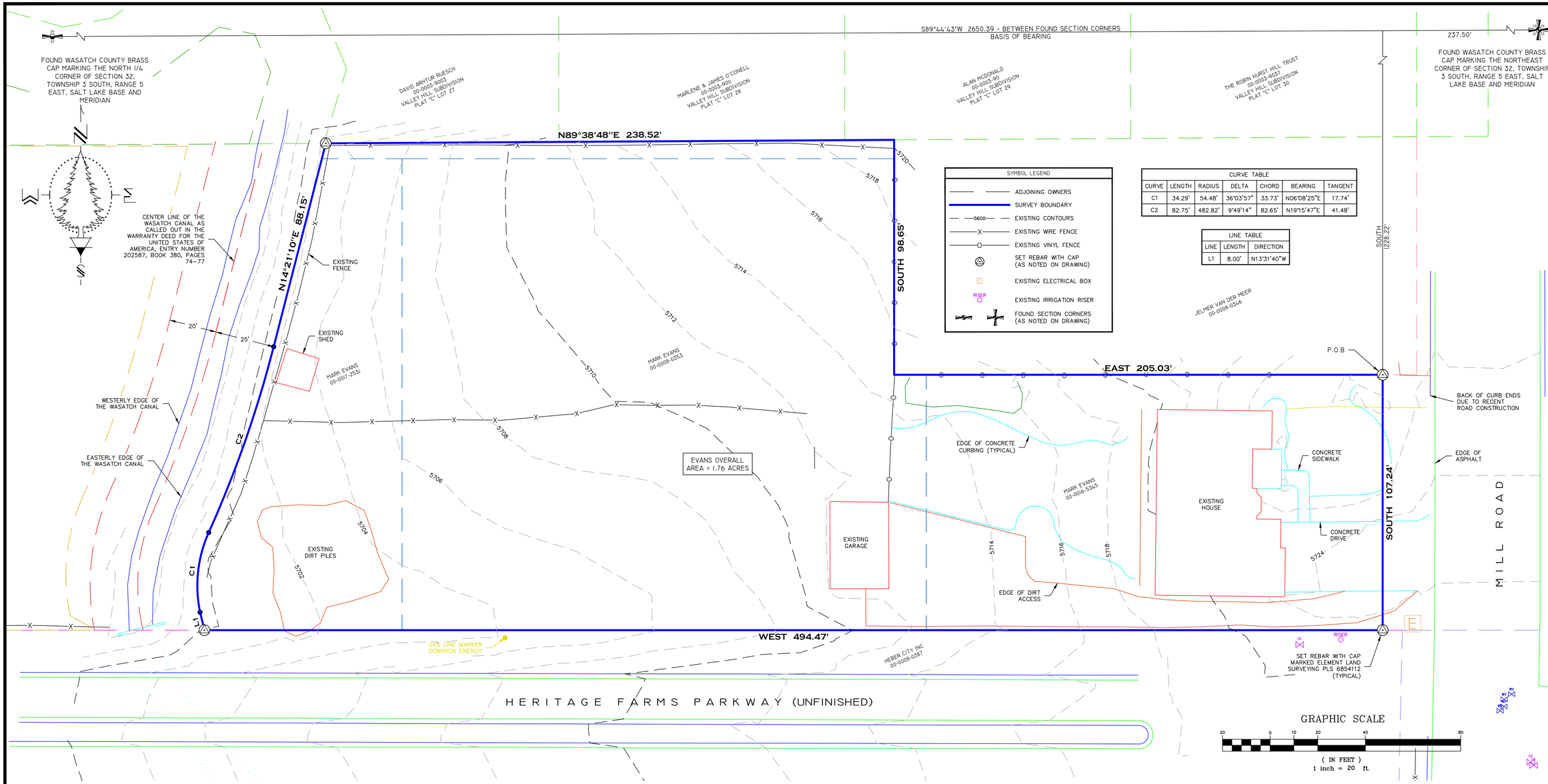
MARK EVANS
EVANS SUBDIVISION
COVER

BERG ENGINEERING
380 E Main St. Suite 204
Midway, Ut 84049
ph 435.657.9749

DESIGN BY: PDB | DATE: 17 JUL 2025 | SHEET 1
DRAWN BY: DWA | REV:

EVANS SUBDIVISION FINAL PLANS - 17 JULY 2025

path: X:\Heber\Evans - Small Subdivision\Final\
file name: 01_COVER.dwg | plot date: July 31, 2025 | plotted by: Paul



SURVEYOR'S CERTIFICATE

I, TROY L TAYLOR, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 6854112, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I HEREBY CERTIFY THAT DURING THE MONTH OF APRIL 2024, I HAVE MADE A SURVEY OF THE HEREON DESCRIBED PARCEL AND THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

PROFESSIONAL LAND SURVEYOR TROY LAWRENCE TAYLOR #6854112 05/09/2024 STATE OF UTAH

TROY L TAYLOR — MAY 9, 2024 — DATE

SURVEYOR'S NARRATIVE

I WAS ASKED BY THE CLIENT TO PERFORM A BOUNDARY AND TOPOGRAPHIC SURVEY OF THE SUBJECT PROPERTY TO AID IN THE FURTHER DEVELOPMENT OF THE PROPERTY.
THE CONTROLLING ELEMENTS FOR THE BOUNDARY OF THE SUBJECT PROPERTY ARE AS FOLLOWS.
EAST AND SOUTH BOUNDARY FOLLOW THE DEED, WEST BOUNDARY FOLLOWS THE OFFSET OF 25 FROM CENTER LINE OF THE WASATCH CANAL AS CALLED OUT IN WARRANTY DEED 202587, NORTH LINE FOLLOWS THE SOUTH LINE OF THE VALLEY HILLS ESTATES SUBDIVISION PLAT "C". THE SHARED COMMON BOUNDARY LINE WITH THE ADJOINING PROPERTY OWNED BY JELMER VAN DER MEER FOLLOWS THE BOUNDARY LINE AGREEMENT RECORDED WITH ENTRY NUMBER 457092.
THE ELEVATIONS SHOWN ON THIS SURVEY ARE BASED AN NAVD88 ELEVATIONS.

AS SURVEYED DESCRIPTION

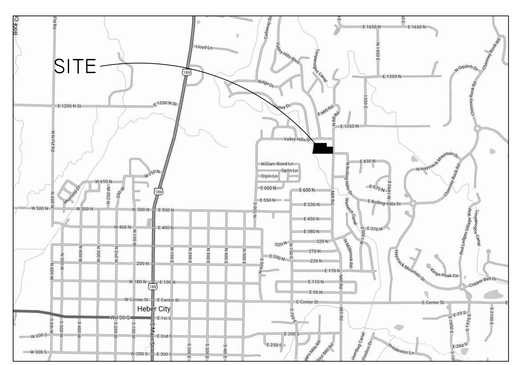
BEGINNING AT A POINT LOCATED SOUTH 89°44'43" WEST 237.50 FEET AND SOUTH 1228.22 FEET FROM THE FOUND WASATCH COUNTY BRASS CAP MARKING THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 107.24 FEET; THENCE WEST 494.47 FEET TO THE EASTERLY BOUNDARY OF THE WASATCH CANAL AS CALLED FOR IN WARRANTY DEED 202587; THENCE ALONG SAID EASTERLY BOUNDARY THE FOLLOWING 4 (FOUR) CALLS: NORTH 13°31'40" WEST 8.00 FEET, ALONG THE ARC OF A 54.48 FOOT RADIUS CURVE TO THE RIGHT 33.97 FEET (CHORD BEARS NORTH 06°18'37" EAST 33.42 FEET), ALONG THE ARC OF A 482.82 FOOT RADIUS CURVE TO THE LEFT 82.75 FEET (CHORD BEARS NORTH 19°15'47" EAST 82.65 FEET), AND NORTH 14°21'10" EAST 88.15 FEET TO THE SOUTH LINE OF THE VALLEY HILLS ESTATES SUBDIVISION PLAT "C"; THENCE NORTH 89°38'48" EAST 238.52 FEET ALONG THE SAID SOUTH LINE OF THE VALLEY HILLS ESTATES SUBDIVISION; THENCE ALONG THE BOUNDARY LINE AGREEMENT HAVING ENTRY NUMBER 457092, AND A VINYL FENCE THE FOLLOWING 2 (TWO) CALLS: SOUTH 98.65 FEET, AND EAST 205.03 FEET TO THE POINT OF BEGINNING.

AREA = 1.76 ACRES

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS SOUTH 89°44'43" WEST BETWEEN THE FOUND WASATCH COUNTY BRASS CAP MARKING THE NORTHEAST CORNER OF SECTION 32 TO THE FOUND WASATCH COUNTY BRASS CAP MARKING THE NORTH 1/4 CORNER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE MERIDIAN.

VICINITY MAP



ELEMENT
LAND SURVEYING
WWW.ELEMENTSURVEYING.COM 2296 SOUTH 270 EAST, HEBER CITY, UT 84032
801-592-5975 & 801-657-8748

BOUNDARY & TOPOGRAPHIC SURVEY

WASATCH COUNTY

LOCATED IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN

PREPARED FOR: MARK EVANS

PROJECT: EVANS HEBER

PROJECT NO. 24-04-106

SHEET 1 OF 1

EVANS SMALL SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 32 TOWNSHIP 3 SOUTH,
RANGE 5 EAST SALT LAKE BASE AND MERIDIAN.

NORTH

0 15 30 60 90

SCALE: 1"=30'

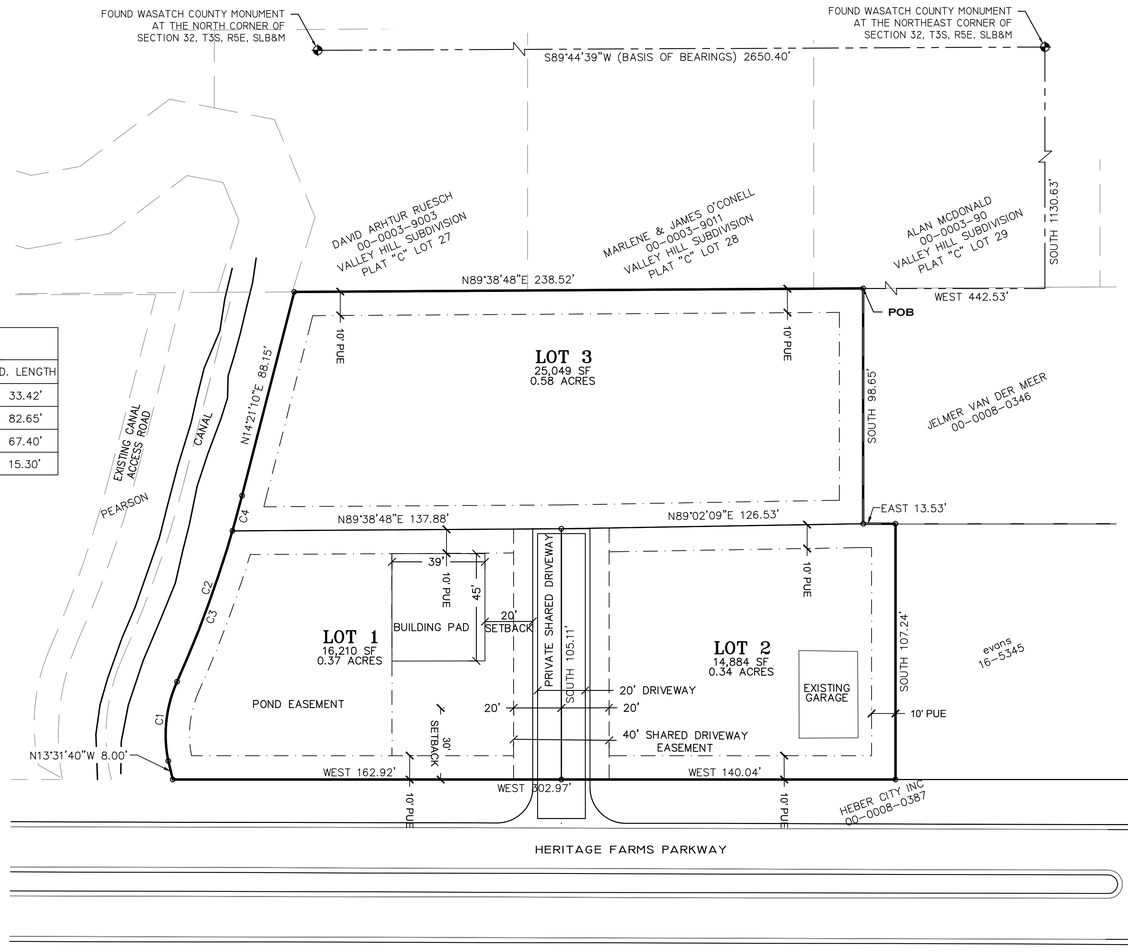
LEGEND

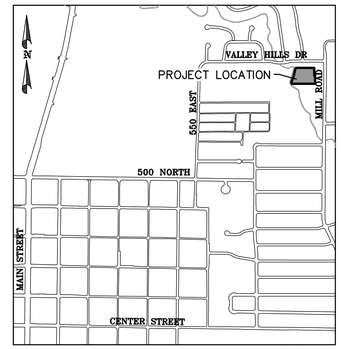
PLAT BOUNDARY

PUBLIC UTILITY EASEMENT

ADDRESS TABLE	
LOT 1	XX HERITAGE FARMS PARKWAY
LOT 2	XX HERITAGE FARMS PARKWAY
LOT 3	XX HERITAGE FARMS PARKWAY

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CD. DIRECTION	CD. LENGTH
C1	33.97'	54.48	35°43'33"	S06°18'37"W	33.42'
C2	82.75'	482.82	09°49'14"	N19°15'47"E	82.65'
C3	67.45'	482.82	08°00'17"	N20°10'15"E	67.40'
C4	15.30'	482.82	01°48'57"	N15°15'39"E	15.30'





VICINITY MAP

STANDARD PLAT NOTES

1. PRIOR TO BUILDING PERMITS BEING ISSUED, SOIL AND/OR GEOTECHNICAL TESTING STUDIES MAY BE REQUIRED ON EACH LOT AS DETERMINED BY THE CITY BUILDING OFFICIAL.
2. BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED PER CITY STANDARDS AND ALL FEES INCLUDING IMPACT AND CONNECTION FEES ARE PAID.
3. NO CITY MAINTENANCE SHALL BE PROVIDED FOR STREETS AND IMPROVEMENTS DESIGNATED AS "PRIVATE" ON THIS PLAT.
4. PRIVATE DRIVEWAYS ARE DEDICATED AS CITY UTILITY EASEMENTS. HEBER CITY HAS THE RIGHT OF ACCESS THROUGH THESE EASEMENTS TO ACCESS, MAINTAIN, AND REPAIR CITY UTILITIES. NO CHANGES TO TOPOGRAPHY, STRUCTURES, ABOVE OR BELOW GROUND ARE ALLOWED IN EASEMENTS WITHIN 10 FEET OF CITY UTILITIES WITHOUT WRITTEN PERMISSION FROM THE HEBER CITY ENGINEER. ANY OBSTACLES ERECTED WITHIN THESE EASEMENTS WITHOUT WRITTEN PERMISSION WILL BE REMOVED AT THE CURRENT PROPERTY OWNER'S EXPENSE. ALL STORM DRAIN UTILITIES AND THEIR MAINTENANCE WITHIN PRIVATE PROPERTY SHALL BE THE RESPONSIBILITY OF PROPERTY OWNER. ALL SEWER LATERALS AND THEIR MAINTENANCE TO THE PUBLIC RIGHT-OF-WAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. ALL DRINKING WATER AND PRESSURIZED IRRIGATION SERVICES AND THEIR MAINTENANCE FROM THE WATER METER OR SERVICE VAULT SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
5. AGRICULTURAL USES, OPERATIONS, AND RIGHTS ARE ADJACENT TO OR NEAR THE PLAT AND LOTS. THE LOTS IN THIS PLAT ARE SUBJECT TO THE SIGHTS, SOUNDS, ODORS, NUISANCES, AND ASPECTS ASSOCIATED WITH AGRICULTURAL OPERATIONS, USES, AND RIGHTS. THESE USES AND OPERATIONS MAY OCCUR AT ALL TIMES OF THE DAY AND NIGHT INCLUDING WEEKENDS AND HOLIDAYS. THE CITY IS NOT RESPONSIBLE OR LIABLE FOR THESE USES AND IMPACTS AND WILL NOT RESTRICT ANY GRANDFATHERED AGRICULTURAL USE FROM CONTINUING TO OCCUR LAWFULLY.
6. DRAINAGE ACROSS PROPERTY LINES SHALL NOT EXCEED THAT WHICH EXISTED PRIOR TO GRADING. EXCESS OR CONCENTRATED DRAINAGE SHALL BE CONTAINED ON SITE OR DIRECTED TO AN APPROVED DRAINAGE FACILITY. LOTS SHALL BE GRADED TO DRAIN SURFACE WATER AWAY FROM FOUNDATION WALLS, ACCORDING TO THE BUILDING CODE.

SURVEYOR'S CERTIFICATE

I, THE UNDERSIGNED SURVEYOR, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD A LICENSE (NUMBER SHOWN BELOW) IN ACCORDANCE WITH UTAH CODE TITLE 58, CHAPTER 22 OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT, BY AUTHORITY OF THE OWNERS, I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS SUBDIVISION PLAT IN ACCORDANCE WITH SECTION 17-23-17, HAVE VERIFIED ALL MEASUREMENTS, HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS, TOGETHER WITH EASEMENTS, AND HAVE PLACED MONUMENTS ON THE GROUND AS REPRESENTED ON THE PLAT. I ALSO CERTIFY THAT I HAVE FILED WITH THE WASATCH COUNTY SURVEYOR, PURSUANT TO STATE LAW, A MAP OF THE SURVEY I COMPLETED.

BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED SOUTH 89°44'43" WEST 237.50 FEET AND SOUTH 1228.22 FEET FROM THE FOUND WASATCH COUNTY BRASS CAP MARKING THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE SOUTH 98.65 FEET; THENCE EAST 13.53 FEET; THENCE SOUTH 107.24 FEET; THENCE WEST 302.97 FEET; THENCE NORTH 13°31'40" WEST 8.00 FEET; THENCE ALONG THE ARC OF A 54.48 FOOT RADIUS CURVE TO THE RIGHT 33.97 FEET (CENTRAL ANGLE OF 35°43'33" AND A CHORD BEARING NORTH 06°18'37" EAST 33.42 FEET); THENCE ALONG THE ARC OF A 482.82 FOOT RADIUS CURVE TO THE LEFT 82.75 FEET (CENTRAL ANGLE OF 09°49'14" AND A CHORD BEARING NORTH 19°15'47" EAST 82.65 FEET); THENCE NORTH 14°21'10" EAST 88.15 FEET; THENCE NORTH 89°38'48" EAST 238.52 FEET TO THE POINT OF BEGINNING.

AREA = 1.29 ACRES

ACRES: 1.29 , # OF UNITS 3 ,# OF PARCELS 3 ,

SURVEYOR'S SEAL

OWNER'S DEDICATION

THE UNDERSIGNED OWNER(S) OF THE ABOVE-DESCRIBED TRACT OF LAND HAS/HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, PARCELS, AND STREETS, TOGETHER WITH EASEMENTS AND RIGHTS-OF-WAY, TO BE HEREAFTER KNOWN AS:

EVANS SUBDIVISION

AND DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC AND CITY ALL PARCELS, LOTS, STREETS, EASEMENTS, RIGHTS-OF-WAY, AND PUBLIC AMENITIES SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC OR CITY USE. THE UNDERSIGNED OWNER(S), AGENTS, SUCCESSORS, AND ASSIGNS SHALL VOLUNTARILY DEFEND, INDEMNIFY, AND SAVE HARMLESS THE CITY AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCE ON A DEDICATED STREET, EASEMENT, OR RIGHT-OF-WAY THAT WILL INTERFERE WITH THE CITY'S USE, MAINTENANCE, AND OPERATION OF THE STREET OR UTILITIES. THE UNDERSIGNED OWNER(S), AGENTS, SUCCESSORS, AND ASSIGNS ALSO HEREBY CONVEY ANY OTHER EASEMENTS, AS SHOWN AND/OR NOTED ON THIS PLAT, TO THE PARTIES INDICATED AND FOR THE PURPOSES SHOWN AND/OR NOTED HEREON. THE CITY ASSUMES NO LIABILITY WITH RESPECT TO THE CREATION OF THIS SUBDIVISION, THE ALTERATION OF THE GROUND SURFACE, VEGETATION, DRAINAGE, OR SURFACE OR SUB-SURFACE WATER FLOWS WITHIN THIS SUBDIVISION, AND THE DEVELOPMENT ACTIVITY WITHIN THIS SUBDIVISION.

IN WITNESS WHEREOF I HAVE SET FORTH MY HAND THIS___DAY OF_____, 20____.

SIGNATURE | PRINT NAME | TITLE & ENTRY

SIGNATURE | PRINT NAME | TITLE & ENTRY

OWNER'S ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF UTAH }

ON THIS____DAY OF_____, 20___, PERSONALLY APPEARED BEFORE ME_____, WHO BEING BY ME DULY SWORN, DID PROVE TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES).

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC FULL NAME: _____.

COMMISSION NUMBER:_____MY COMMISSION EXPIRES_____.
A NOTARY PUBLIC COMMISSIONED IN UTAH

APPROVAL BY LEGISLATIVE BODY

THE CITY COUNCIL OF HEBER CITY, COUNTY OF WASATCH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR THE PUBLIC PURPOSE OF THE PERPETUAL USE OF THE PUBLIC.

MAYOR | DATE | RECORDER'S SEAL

DATA TABLE

INFORMATION	AC	SQ FT.	%TOTAL	#	NOTES
TOTAL PROJECT AREA	1.29	56,143	100.0%		
SENSITIVE LANDS					
OPEN SPACE					
BUILDABLE LAND	1.29	56,143	100.0%		
ROW AREA					
LANDSCAPE AREA					
UNITS-RESIDENTIAL				4	
UNITS-COMMERCIAL				0	
NET DENSITY DWELLINGS BY ACRE	1				RESIDENTIAL DENSITY

SURVEYOR
TROY L TAYLOR, PLS
ELEMENT LAND SURVEYING
2296 SOUTH 270 EAST
HEBER CITY, UT 84032
PHONE (801) 657-8748
DATE OF SURVEY: MAY 2024

FEMA FLOOD ZONE
THIS PROPERTY IS LOCATED IN ZONE X.
PLEASE SEE FEMA PANEL FIRM 49051C0119E.

ENGINEERING FIRM NAME: BERG ENGINEERING
ENGINEERING FIRM ADDRESS: 380 EAST MAIN SUITE 204, MIDWAY UT 84049
SURVEYING FIRM NAME: ELEMENT SURVEYING
SURVEYING FIRM ADDRESS: 2296 SOUTH 270 EAST HEBER CITY UT 84032

COUNTY RECORDER

BASIS OF BEARINGS

THE BASIS OF BEARING FOR THIS SURVEY IS SOUTH 89°44'43" WEST BETWEEN THE FOUND WASATCH COUNTYBRASS CAP MARKING THE NORTHEAST CORNER OF SECTION 32 TO THE FOUND WASATCH COUNTY BRASS CAP MARKING THE NORTH 1/4 CORNER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE MERIDIAN.

PLANNING DIRECTOR

APPROVED ON THIS_____ DAY OF_____ , 20____.

PLANNING DIRECTOR

CITY ENGINEER

APPROVED ON THIS_____ DAY OF_____ , 20____.

CITY ENGINEER

WASATCH CO. FIRE DISTRICT

APPROVED ON THIS_____ DAY OF_____ , 20____.

FIRE CHIEF

CITY ATTORNEY

APPROVED ON THIS_____ DAY OF_____ , 20____.

CITY ATTORNEY

COUNTY SURVEYOR

APPROVED ON THIS_____ DAY OF_____ , 20____.

COUNTY SURVEYOR

EVANS SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 32 TOWNSHIP 3 SOUTH, RANGE 5 EAST SALT LAKE BASE AND MERIDIAN.

EVANS SMALL SUBDIVISION PLAT – 17 JULY 2025

LEGEND:

- EXISTING WIRE FENCE
- EXISTING WOOD POST FENCE
- EXISTING PRESSURIZED IRRIGATION
- EXISTING WATER LINE
- EXISTING GAS LINE

BLUE STAKE NOTE:
LOCATION OF EXISTING UTILITIES SHOWN ON PLAN ARE APPROXIMATE AND MAY BE INCOMPLETE. CONTRACTOR IS RESPONSIBLE FOR BLUE STAKING OF UTILITIES.

NORTH

0 10 20 40 60

SCALE: 1"=20'
Scale 1" = 40' for 11x17

Blue Stakes of UTAH 811 Bluestakes.org

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PAUL D. BERG P.E.
SERIAL NO. 295595
DATE: 17 JUL 2025

MARK EVANS
EVANS SUBDIVISION

DEMOLITION AND IMPACT TO IRRIGATION PLAN

BERG ENGINEERING
380 E Main St. Suite 204
Midway, Ut 84049
ph 435.657.9749

DESIGN BY: PDB	DATE: 17 JUL 2025	SHEET
DRAWN BY: DWA	REV:	4

path: X:\Vaden\Evans - Small Subdivision\Final\
file name: 04_EXISTING CONDITIONS.dwg | plot date: July 17, 2025 | plotted by: Darci

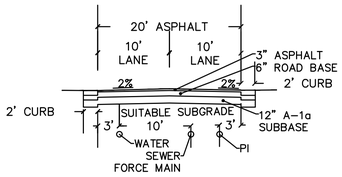
NOTES:

ZONE:	R-1
MIN. WIDTH:	100'
MIN. AREA:	10,000 SQUARE FEET
FRONT SETBACK:	30' FROM R.O.W.
SIDE SETBACK:	10'
REAR SETBACK:	30'

CITY AGREEMENT NOTE:
THE AGREEMENT BETWEEN HEBER CITY AND MARK EVANS ALLOW "... A SINGLE PRIVATE 20-FOOT WIDE ACCESS FROM THE NEW 900 NORTH ROAD TO ACCESS PARCELS 00-0008-0353 AND 00-0017-2531. CITY AGREES THE ACCESS CAN BE USED AS A SHARED DRIVEWAY FOR THE NUMBER OF HOMES ALLOWED PER ZONING REQUIREMENTS ON THE FUTURE DEVELOPMENT OF PARCELS 00-0008-0353 AND 00-0017-2531." SEE ITEM 10 OF THE AGREEMENT.

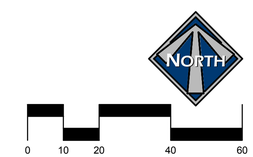
NOTICE TO PROCEED:
A NOTICE TO PROCEED MUST BE OBTAINED FROM THE CITY ENGINEER PRIOR TO DOING ANY WORK ON THE PROJECT.

PROPERTY PINS IN CURB NOTE:
PINS SHALL BE INSTALLED IN THE CURB TO IDENTIFY PROPERTY LINE LOCATIONS.



SHARED DRIVEWAY CROSS SECTION
Scale: 1"=10'

NOTES:
1. SUBBASE SHALL BE A-1a GRANULAR MATERIAL PER SECTION 02225.



SCALE: 1"=20'
Scale 1" = 40' for 11x17

Blue Stakes of UTAH 811 Bluestakes.org

THIS DOCUMENT IS INCOMPLETE AND IS RELEASED TEMPORARILY FOR INTERIM REVIEW ONLY. IT IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

PAUL D. BERG P.E.
SERIAL NO. 295595
DATE: 17 JUL 2025

MARK EVANS
EVANS SUBDIVISION

SITE PLAN

BERG ENGINEERING
380 E Main St. Suite 204
Midway, Ut 84049
ph 435.657.9749

DESIGN BY: PDB DRAWN BY: DWA	DATE: 17 JUL 2025 REV:	SHEET 5

path: X:\Active\Evans - Small Subdivision\Prod\
file name: 05_SITE PLAN.dwg | plot date: July 31, 2025 | plotted by: Paul

Evans Subdivision
Storm Drain Calculations

29 July 2024

Total subdivision is 1.29 acres.
The shared driveway is 0.18 acres.
3,000 square feet per lot for the home and driveway to garage assumed.

Per the EPIC geotech report for the property across the street the soils at 4 foot depth includes silty gravels with sand and silty sand with gravel. The percolation rate for these soils types is 10 inches per hour. A design rate of 5 inches per hour was used.

The subdivision is served by a shared driveway and not a street. There is no curb and gutter or storm drain system, only a culvert in the low spot of the driveway. Runoff will go directly into landscaped areas. The overland flow across the landscape areas will serve as the water quality treatment.

A retention pond has been provided for the 100 year storm event in case the ground is frozen. A small 6 foot deep sump has been provided in the pond to help it drain.

Table 1 - Runoff Coefficient to Sump (Excludes areas to 600 South or 100 West)

Drainage Basin	Total Drainage Area (acres)	C = 0.95 Homes and Driveways (acres)	C = 0.90 Shared Driveway (acres)	C = 0.20 Landscaping (acres)	Compsite Runoff Coefficient
Site	1.29	0.28	0.18	0.83	0.46

Table 2 - 100 Year Runoff and Runoff Volume

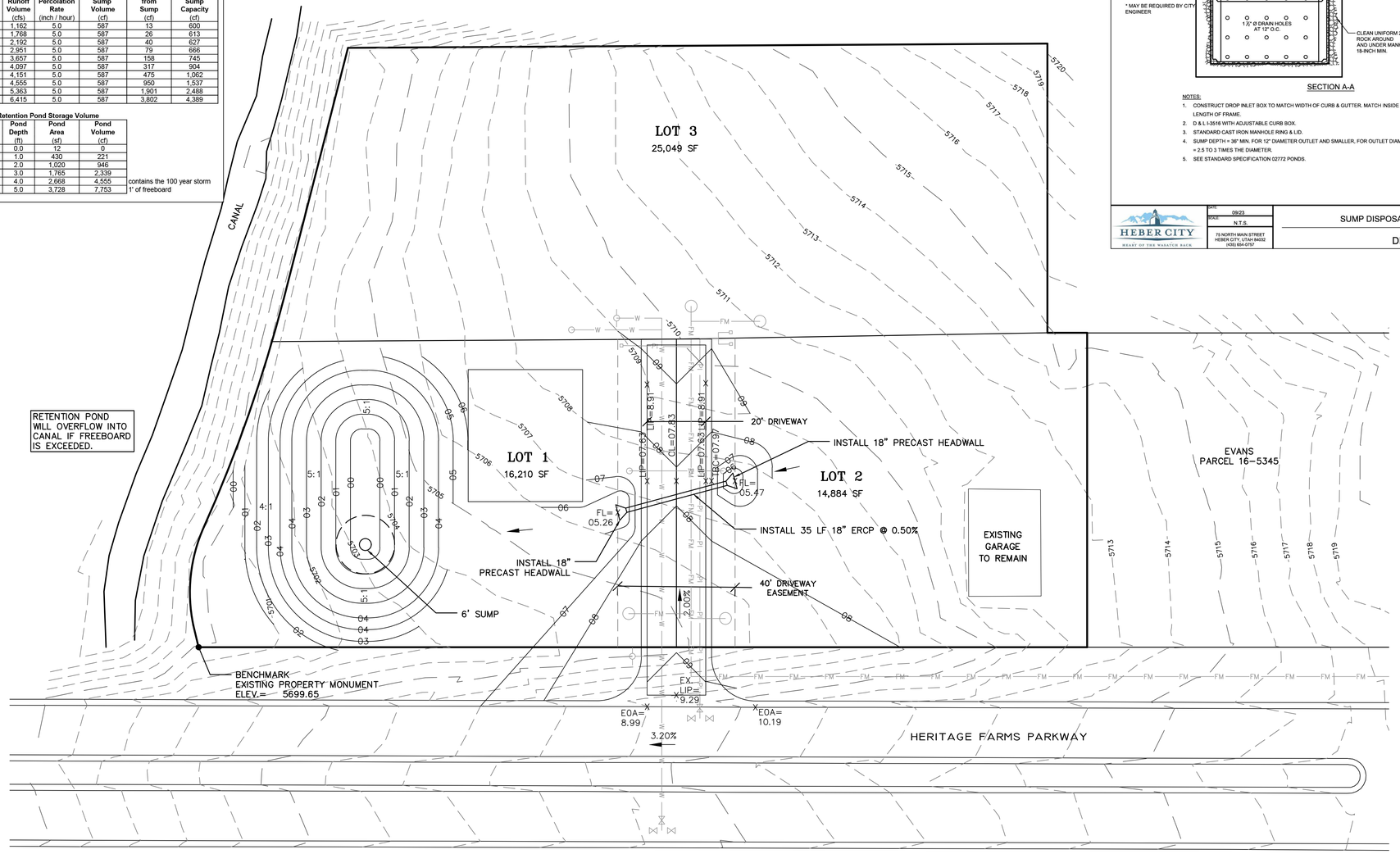
Time Period (min)	100 Year Rainfall Intensity (in / hr)	Drainage Area (acres)	Developed Runoff Coefficient	Peak Runoff Rate (cfs)	Total Runoff Volume (cf)
5	6.52	1.29	0.46	3.87	1,162
10	4.96	1.29	0.46	2.95	1,768
15	4.10	1.29	0.46	2.44	2,192
30	2.76	1.29	0.46	1.64	2,951
60	1.71	1.29	0.46	1.02	3,657
120	0.96	1.29	0.46	0.57	4,097
180	0.65	1.29	0.46	0.38	4,151
360	0.36	1.29	0.46	0.21	4,555
720	0.21	1.29	0.46	0.12	5,363
1440	0.13	1.29	0.46	0.07	6,415

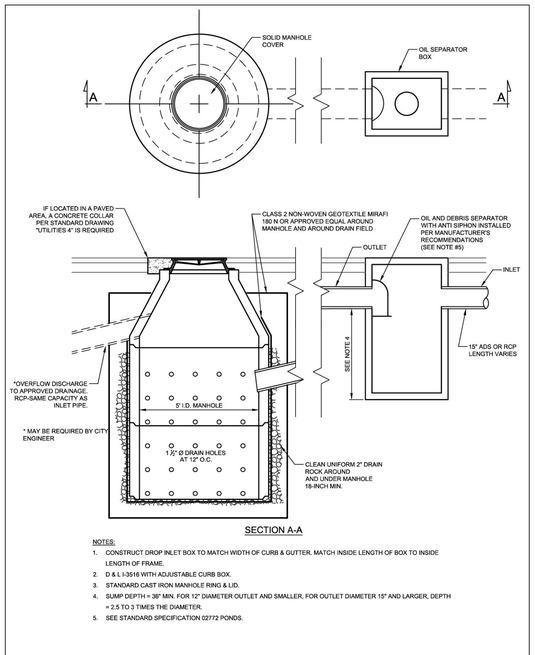
Table 3 - 100 Year Retention Pond Design

Time Period (min)	Total Runoff Volume (cfs)	Soil Percolation Rate (inch / hour)	1 - 6' Sump Volume (cf)	Percolation from Sump (cf)	Total Sump Capacity (cf)
5	1,162	5.0	587	13	600
10	1,768	5.0	587	26	613
15	2,192	5.0	587	40	627
30	2,951	5.0	587	79	666
60	3,657	5.0	587	158	745
120	4,097	5.0	587	317	904
180	4,151	5.0	587	475	1,062
360	4,555	5.0	587	950	1,537
720	5,363	5.0	587	1,901	2,488
1440	6,415	5.0	587	3,802	4,389

Table 4 - Retention Pond Storage Volume

Elevation	Pond Depth (ft)	Pond Area (sf)	Pond Volume (cf)	
5699	0.0	12	0	
5700	1.0	430	221	
5701	2.0	1,020	946	
5702	3.0	1,765	2,339	
5703	4.0	2,668	4,555	contains the 100 year storm
5704	5.0	3,728	7,753	1' of freeboard





SECTION A-A

NOTES:
1. CONSTRUCT DROP INLET BOX TO MATCH WIDTH OF CURB & GUTTER. MATCH INSIDE LENGTH OF BOX TO INSIDE LENGTH OF FRAME.
2. D & L I-3516 WITH ADJUSTABLE CURB BOX.
3. STANDARD CAST IRON MANHOLE RING & LID.
4. SUMP DEPTH = 36" MIN. FOR 12" DIAMETER OUTLET AND SMALLER, FOR OUTLET DIAMETER 15" AND LARGER, DEPTH = 2.5 TO 3 TIMES THE DIAMETER.
5. SEE STANDARD SPECIFICATION 02772 PONDS.

HEBER CITY
HEART OF THE WASATCH BACK

DATE	09/23
SCALE	N.T.S.

75 NORTH MAIN STREET
HEBER CITY, UTAH 84032
(435) 654-0757

SUMP DISPOSAL & OIL SEPARATOR

DRAIN-3

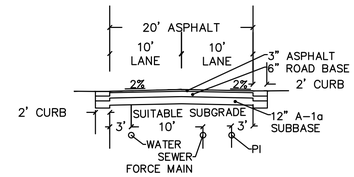
LEGEND

——FM——	PROPOSED SEWER
——W——	PROPOSED WATER
——PI——	PROPOSED PRESSURIZED IRRIGATION
---5700---	EXISTING CONTOURS
——XXXX——	PROPOSED CONTOURS

BLUE STAKE NOTE:
LOCATION OF EXISTING UTILITIES SHOWN ON PLAN ARE APPROXIMATE AND MAY BE INCOMPLETE. CONTRACTOR IS RESPONSIBLE FOR BLUE STAKING OF UTILITIES.

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

FLOOD ZONE:
THIS PROPERTY IS NOT WITHIN A FEMA 100 YEAR FLOOD PLAIN.



SHARED DRIVEWAY CROSS SECTION
Scale: 1"=10'

NOTES:
1. SUBBASE SHALL BE A-1a GRANULAR MATERIAL PER SECTION 02225.

HEBER CITY NOTE:
I HEREBY CERTIFY THAT THIS DESIGN FOR THE MANAGEMENT OF STORM WATER OF THIS DEVELOPMENT WAS PREPARED BY ME, OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH THE PROVISIONS OF HEBER CITY'S DRAINAGE MANUAL AND STANDARD SPECIFICATIONS AND DRAWINGS, AND WAS DESIGNED TO COMPLY WITH THE PROVISIONS THEREOF. I UNDERSTAND THAT THE CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THIS REPORT.

PAUL BERG, PE

Blue Stakes of UTAH 811 Bluestakes.org

NORTH

0 10 20 40 60

SCALE: 1"=20'
Scale 1" = 40' for 11x17

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PAUL D. BERG P.E.
SERIAL NO. 295595
DATE: 17 JUL 2025

MARK EVANS
EVANS SUBDIVISION
GRADING AND DRAINAGE PLAN

BERG ENGINEERING
380 E Main St. Suite 204
Midway, Ut 84049
ph 435.657.9749

DESIGN BY: PDB DRAWN BY: DWA	DATE: 17 JUL 2025 REV:	SHEET 6

path: K:\Heber\Civil\Evans - Small Subdivision\Final\
file name: 06_GRADING PLAN.dwg | plot date: July 31, 2025 | plotted by: Paul

LEGEND

FH	PROPOSED FIRE HYDRANT
W	PROPOSED WATER
FM	PROPOSED FORCE MAIN
PI	PROPOSED PRESSURIZED IRRIGATION
	EXISTING SEWER MANHOLE
WM	EXISTING WATER METER
W	EXISTING WATER VALVE
	EXISTING PI VALVE
SDG	EXISTING STORM DRAIN GRATE
EXSS	EXISTING SEWER
EXW	EXISTING WATER
EXSD	EXISTING STORM
EXPI	EXISTING PRESSURIZED IRRIGATION
EXGAS	EXISTING GAS LINE
	PROPOSED STREET LIGHT

BLUE STAKE NOTE:
LOCATION OF EXISTING UTILITIES SHOWN ON PLAN ARE APPROXIMATE AND MAY BE INCOMPLETE. CONTRACTOR IS RESPONSIBLE FOR BLUE STAKING OF UTILITIES.

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

WATER NOTES:
- ALL WATER IMPROVEMENTS SHALL MEET HEBER CITY STANDARDS AND SPECIFICATIONS.
- STUB WATER SERVICES 10' BEYOND CURB TO FUTURE UNITS.

SEWER NOTES:
- ALL SEWER LATERALS ARE 4"
- ALL SEWER IMPROVEMENTS SHALL MEET HEBER CITY STANDARDS AND SPECIFICATIONS.

LOT 3
25,049 SF

LOT 1
16,210 SF

LOT 2
14,884 SF

EXISTING GARAGE TO REMAIN

EVANS
PARCEL 16-5345

EXISTING HOUSE

CANAL

10' PUE

20' DRIVEWAY

40' DRIVEWAY EASEMENT

INSTALL 18" PRECAST HEADWALL

INSTALL 35 LF 18" ERCP @ 0.50%

INSTALL 18" PRECAST HEADWALL

175 LF 8" WATER

130 LF 6" P.I.

126 LF 2" HDPE LOW PRESSURE SEWER

6' SUMP

E-ONE SEWER

MH

FH

WM

P.I.

GAS LINE MARKER
DOMINION ENERGY

STREET LIGHT

288' LF 2" HDPE LOW PRESSURE SEWER

HERITAGE FARMS PARKWAY

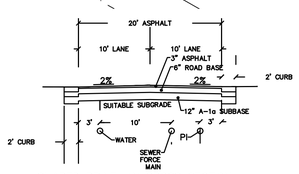
INSTALL 6"X16" TEE
INSTALL 2-16" BUTTERFLY VALVES
INSTALL 1-6" GATE VALVE

INSTALL 8"X12" TEE
INSTALL 2-12" GATE VALVES
INSTALL 1-8" GATE VALVE

INSTALL 5' DIA. MANHOLE
CONNECT 2" LOW PRESSURE SEWER

EXMH

MILL ROAD



SHARED DRIVEWAY CROSS SECTION
Scale: 1"=10'

NOTES:
1. SUBBASE SHALL BE A-1a GRANULAR MATERIAL PER SECTION 02225.

Blue Stakes of UTAH 811 Bluestakes.org

NORTH

0 10 20 40 60

SCALE: 1"=20'
Scale 1" = 40' for 11x17

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PAUL D. BERG P.E.
SERIAL NO. 295595
DATE: 17 JUL 2025

MARK EVANS
EVANS SUBDIVISION

UTILITY PLAN

BERG ENGINEERING
380 E Main St. Suite 204
Midway, Ut 84049
ph 435.657.9749

DESIGN BY: PDB
DRAWN BY: DWA
DATE: 17 JUL 2025
REV:
SHEET 7

path: X:\Active Epress - Small Subdivision\Plan\
file name: 07_UTILITY PLAN.dwg | plot date: July 31, 2025 | plotted by: Paul

Heber City Council Staff Report

MEETING DATE:	10/7/2025
SUBJECT:	Celebration Workforce Housing
RESPONSIBLE:	Russ Watts, Anthony Kohler
DEPARTMENT:	Planning
STRATEGIC RELEVANCE:	Community Development

SUMMARY

Russ Watts is approaching the City about a potential partnership with the City for the development of affordable housing for the Celebration Workforce Community, located at 350 East 1200 South. The development consists of 230 residential units on 8.75 acres, along with an 89 unit hotel.Mr. Watts intends for the development to be affordable and is seeking a joint partnership with Heber City to create affordable housing.

RECOMMENDATION

Staff recommends Council discuss the various options and provide feedback to Mr. Watts and Staff; the item would need to return to Council for solidifying details within a formal agreement.

BACKGROUND

Mr. Watts is seeking partners for the Celebration Workforce Housing Development, and financing is one of the major hurdles to making the development affordable. There are a few things the City potentially could offer as a partner in the development.

1. Financial contribution. The City could provide money to help keep the development affordable.
2. Building permit waivers. The City has waived building permit fees in the past for affordable developments. The most recent includes the Turner Mill development in the Sequoia Apartments on Daniel Road.
3. Impact Fee Waiver. The City can waive impact fees, but would need to make up the budget shortfall for an identified capital project with other revenues when that public infrastructure is constructed. The City has been unwilling to waive impact fees in the past for this reason and is an unlikely scenario.
4. Financing of impact fees. The City potentially could consider delaying the collection of impact fees to a future time.
5. Other. Mr. Watts is open to discussing other possibilities and has some ideas that he would like to share and discuss.

DISCUSSION

Mr. Watts has already found partners including the Hicken family, who have contributed the land and the Wasatch County School District, who is providing land for additional shared parking between the high school and the housing development. The Wasatch County Housing Authority has indicated they support the development and will be a likely financial partner with the development. Also Mountainland Community Housing Trust has agreed to manage the community to make sure the community meets the commitment to keep rentals that average between 60% to 80% AMI.

FISCAL IMPACT

See Exhibit A Financial Spreadsheet.

CONCLUSION

Moderate Income Housing is an identified priority on the Council's Annual Budget and Priority list. The City has been seeking ways to promote and build affordable housing. Out of the potential upcoming affordable housing developments, Celebration Housing is the closest significant housing development that could make a significant contribution to much needed affordable housing in the valley. As such, the City should consider the various options with Mr. Watts to ensure the development of needed affordable housing.

ALTERNATIVES

N/A

POTENTIAL MOTIONS

N/A

ACCOUNTABILITY

Department: Planning
Staff member: Anthony Kohler

EXHIBITS

1. Celebration Housing
2. Memo - Exhibit A - Heber City Council- Viability of building the Celebration Workforce-10-1-25
3. 2025.10.1 - Owner Celebration Presentation

50 0 25 50

1 INCH = 50 FT
(SCALE IN FEET)

EXISTING UNDERGROUND PIPED CULVERT.

CULVERT EASEMENT.

LEFT AREA: 225 TOTAL PARKING STALLS
147 EXISTING STALLS
6 EXISTING STALLS REMOVED
84 ADDED PARKING STALLS

400 E

RIGHT AREA: 72 ADDED PARKING STALLS

CELEBRATION HOUSING DEVELOPMENT

400 E

500 E

1200 S

1200 S

Z:\SEG Projects\CURRENT PROJECTS\C23-010 Watts Workforce Housing\Working Files\Planning\dwg\C23-010 CONCEPT 3 PARKING EXHIBIT.dwg

PROJECT: C23-010	PREPARED FOR: WATTS ENTERPRISES	PARKING EXHIBIT CONCEPT	DRAWN BY: ANF
SHEET: 1 OF 1	PROJECT: HEBER VALLEYS "CELEBRATION"		REVIEWED BY: BMB
			SCALE: SEE SHEET / ISSUE DATE: 12/1/23

Summit Engineering Group Inc.
STRUCTURAL • CIVIL • LAND SURVEYING
55 WEST CENTER • P.O. BOX 176
HEBER CITY, UTAH 84032
P: 435-654-9229 • F: 435-654-9231

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SUMMIT ENGINEERING GROUP, INC.

DRAWING ALTERATION
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF THE PROFESSIONAL LAND SURVEYOR TO ALTER ANY ITEM ON THIS DOCUMENT IN ANY WAY. ANY LICENSEE WHO ALTERS THIS DOCUMENT IS REQUIRED BY LAW TO AFFIX THEIR SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE AND SPECIFIC DESCRIPTION OF THE ALTERATIONS.

BUILDING 'A'

RESUME
January 1, 2024

WATTS ENTERPRISES, INC.
5200 SOUTH HIGHLAND DRIVE
SALT LAKE CITY, UT 84117
(801) 272-7111

Since 1976, Watts Enterprises has been involved in every aspect of the design, planning, development, construction, and management on over 675,000 square feet of office, 375,000 square feet of medical office and over half a billion dollars of residential planned unit developments. Watts Enterprises' breadth of experience and knowledge includes the following asset classes:

1. Residential Planned Unit Developments
2. Condominiums, Townhomes and Apartments
3. Senior and Medical Offices
4. Custom & Art Form Residential Homes
5. Commercial Projects

The following is an Owner Referral List of our most recent projects:

Ryan Lewis, Alta Bank	(801)	642-3312 (Bank Reference)
Randall Anderson, UCCU	(801)	513-0821 (Bank Reference
Dave Armbruster, Grand Valley Bank	(970)	712-0586 (Bank Reference)
Wes Johnson, Engineering	(435)	654-2226
Kam Kohler, Dutch Fields Owner	(801)	385-7276
Spencer Park, Park Engineering	(435)	671-8077
Michael Brown, Atlas Title	(435)	657-1220

PROJECT HISTORY

SENIOR AND MEDICAL OFFICE PROJECTS

Sq. Footage	Type	Name	Year Completed
93,440	98 unit Assisted Living Center	Abbington, St. George, Utah	Under Const.
90,569	94 unit Assisted Living Center	Abbington, Layton, Utah	Under Const.
6,000	Dental Office	Holladay, Utah	2021
16,000	Medical Building & Surgical Center	Draper, Utah	2021
75,000	89 unit Assisted Living Center	Spring Gardens, St. George, Utah	2012
109,500	111 unit Assisted Living Center	Abbington, Murray, Utah	2021
65,000	73 unit Assisted Living Center	Abbington, Heber City, Utah	2014
63,000	63 unit Assisted Living Center	Abbington, Mapleton, Utah	2016
70,000	77 unit Assisted Living Center	Abbington, Holladay, Utah	2018
75,000	89 unit Assisted Living Center	Spring Gardens, Lindon, Utah	2015
30,000	Medical Center	Eye Institute of Utah	1990
15,000	Medical	Wasatch Medical Bldg.	2023
708,509	**Total Footage**		

COMMERCIAL OFFICE PROJECTS

Sq. Footage	Type	Name	Year Completed
10,199	Alpine Education Center	Erda, Utah	2008
15,318	Alpine Fitness & Art Center	Erda, Utah	2011
24,210	Utah Youth Alpine Academy	Erda, Utah	2022
25,000	Office Building	Midway Granary, Midway, Utah	2018
24,000	Bank	Grand Valley Bank, Midway, Utah	2015
22,000	Grocery Store	The Store in Midway, Utah	2010
24,300	Office Building	Forest Creek Complex I	1990
43,000	Office Building	5200 Complex	1985
16,000	Office Building	Walker Lane Office Building	1982
11,000	Office Building	American International Marketing	1984
80,000	Office Building	4500 Enterprises	1986
100,000	Office Building	Bush Office Building	1980
30,000	Office Building	Cook Lumber Office	1980
60,000	Office Building	Post Office Place	1980
30,000	Office Building	Warranty Construction	1980
37,000	Office Building	Waterbury Office	1980
20,000	Motel/Restaurant	Tri-L, Richfield, Utah	1980
10,000	Research Park	Continental Bank and General Offices	1982
597,027	**Total Footage**		

MULTI-FAMILY PROJECTS

Units	Type	Name	Year Completed
9,516	Multi family	Group Home G, Erda, Utah	Under Const.
9,000 s.f.	Multi family	Group Home B&C, Erda, Utah	2020
14	Apartments	Midway Granary, Midway, Utah	2018
116	Apartments/Condos	Ranch Landing, Heber City, UT	2018
49	Condominiums	The Club, SLC, UT	2007
72	Condominiums	Pine Creek, Park City, UT	2005
79	Condominiums	Trolley Regent, SLC, UT	2001
107	Apartments	Amberly Village, SLC, UT	1998
25	Condominiums	Holladay, UT	1997
21	Condominiums	Spyglass, San Diego, CA	1995
366	Apartments	Royal Farms, SLC, UT	1994
21	Condominiums	The View, Snowbird, UT	1998
98	Apartments	Covewood, SLC, UT	1992
124	Apartments	Hillcreek - SLC, UT	1993
30	Condominiums	Tall Oaks, PUD - SLC, UT	1998
86	Condominiums	Three Fountains -Provo, UT	1980
124	Apartments	Village Green - SLC, UT	1980
1,335	**Total Units**		

RESIDENTIAL PROJECTS

48	Residential P.U.D.	The Reserve – Midway, UT	Still Under Const.
96	Residential P.U.D.	Remund Farms – Midway, UT	Still Under Const.
30	Residential P.U.D.	Dutch Canyon – Midway, UT	Still Under Const.
30	Residential P.U.D.	Eden Escape – Eden, UT	Still Under Const.
204	Residential P.U.D.	Ranch Landing – Heber, UT	2018
50	Residential P.U.D.	Fairways @ Wolf Creek – Eden, UT	Still Under Const.
150	Residential P.U.D.	Trappers Ridge – Eden, UT	Still Under Const.
160	Residential P.U.D.	Dutch Fields – Midway, UT	2012
268	Residential P.U.D.	Valais – Midway, UT	2015
27	Housing Development	Oak Lane, Holladay, UT	2002
28	Housing Development	Surrey Lane, Holladay, UT	1995
6	Housing Development	Southwick, Holladay, UT	1994
36	Housing Development	Forest Creek, Murray, UT	1990
35	Housing Development	Federal Pointe, SLC, UT	1998
57	Housing Development	Pheasant Hills, Draper UT	1990
23	Housing Development	Roselans, Cottonwood, UT	1986
44	Residential P.U.D.	Westgate – SLC, UT	1986
1,292	**Total Homes**		

EXHIBIT A

Memorandum

To: Heber City Council

From: Russ Watts/Watts Team

Date: October 1, 2025

Re: Viability Factors of Building the Celebration Workforce Community

---

We appreciate meeting with you to discuss the viability of creating the affordability in building the Celebration Community with rents that meet the medium income level requirements of averaging between 60%-80% AMI, for our first responders and service providers who work in the valley.

The key factors in building an affordable community are as follows:

A. Water cost – if you review the attached “Factors” Chart, you quickly realize that water is a major factor in costs.

B. Impact fee – We are requesting that the city help finance the costs of impact fees over a 15-year period.

C. We are assembling construction financing by assembling the follow entities:

    a. Olene Walker Fund
    b. State Housing Authority
    c. Wasatch Housing Au
    d. Private Lender

    We will move forward when we have interest rates that provide a 4%-5% loan.

We will only be able to move forward after we have achieved a resolution with Heber City on each of the important factors.

Thanks for helping to accommodate important housing options for our critical workforce.

Thanks,
Russ Watts

CELEBRATION
WORKFORCE HOUSING
Affordable Housing
Factors
10/1/25

Item	(71) 1-Bed 600 s.f.	(21) 2-Bed 800 s.f.	(50) 3-Bed 1,000 s.f.
Land	$35,000	$35,000	$35,000
Water Assigned per share	$10,000	$32,500	$65,000
Impact Fees	$22,550	$22,550	22,550
Const. Cost	$120,000.00	$165,000.00	$210,000.00
Total	**$187,550.00**	**$255,050.00**	**$332,550.00**

Celebration Workforce Housing
Heber City, Utah
Project Objectives

October 1, 2025

CELEBRATION WORKFORCE HOUSING
PROJECT OBJECTIVES
HEBER CITY, UTAH
10/1/2025

Objective: The Watts team will collaborate with Heber City and all the essential work force entities to provide housing for the workforce and their families. We are working with the school district and have signed an Agreement to add parking so that we can move forward with Heber City and build Phase 1, including 142 units.

1. We are proposing to build 142 units, in Phase 1, with a total of 230 rental units. This will include studios, 1, 2, and 3-bedroom flats, and 2-story townhomes, along with an 89 unit affordable Hotel component.

2. The development objective is to rent all units to individuals, couples, and families, in collaboration with the valley entities using a master lease program, where each entity can reserve the number of units needed to fulfill their employment openings. This will allow each entity the option to offer housing along with their employment package offers.

3. The Heber City Council can be a partner in a work force community by implementing a development agreement including a zone change, density addition, approving a parking enhancement in collaboration with the Wasatch County School District, and help with financing on impact fees and use of the commercial rate analysis to assess the water requirements.

4. Financing is critical, and the timing of the development will vary, depending on the financial market. The key objective is to manage the rent, to provide housing for the workforce at a rate of between 60%-80% of medium income.

5. Unified amenity space will be available in each communal block to include pergolas, bike parking, fire pits, and gathering parks.

6. Community amenities will include a clubhouse, pool, splash pad, fire pits, picnic area, bird feeding zone, pavilions, and a BBQ area.

7. The Celebration Community will provide an opportunity for all our essential workers to live, share, and enjoy the beauty of the Heber Valley.

8. The shared parking concept is being implemented with the Wasatch School District.

Jon Provost
Director Wasatch County Event Complex
345 West 600 South
Heber City Utah 84032

Heber City Council
Heber City Utah 84032

Dear Heber City Council

On behalf of the **Utah State High School Rodeo Association (USHRA)**, and the Wasatch County Parks and Recreation department. I am writing to respectfully request a donation of **$10,000.00** in support of the USHSRA scholarship program.

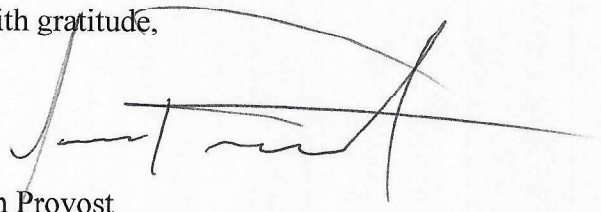
Our mission at USHRA is to provide high school rodeo athletes with opportunities to develop their skills, pursue their passions, and further their education. Scholarships play a vital role in helping these students achieve their academic and career goals while continuing to represent the values of responsibility, determination, and sportsmanship that rodeo instills.

A donation of this magnitude will directly fund scholarships for deserving student-athletes across Utah, ensuring they have the resources to pursue higher education. Your support not only rewards their hard work and dedication but also invests in the future leaders of our communities.

We would be honored to recognize your generous contribution in our association's programs, events, and communications, should you wish. Most importantly, your gift will make a lasting impact in the lives of these young men and women.

Thank you for considering this request. I would be happy to provide additional information or meet with you to discuss how your support can benefit the student athletes we serve.

With gratitude,



Jon Provost
Wasatch County Event Complex Director
Wasatch County Parks and Recreation

Heber City Council Staff Report

MEETING DATE:	10/7/2025
SUBJECT:	Contract Award to Kenny Seng Construction for the 300 North Sewer Line Upgrade Project
RESPONSIBLE:	Russ Funk
DEPARTMENT:	Engineering
STRATEGIC RELEVANCE:	Infrastructure Sustainability Necessary Administrative Action

SUMMARY

The purpose of this item is to seek Council approval to award a contract to Kenny Seng Construction for the 300 North Sewer Line Upgrade Project.

RECOMMENDATION

That the Council authorize staff to execute a contract with Kenny Seng Construction for the 300 North Sewer Line Upgrade Project in the amount of $333,729.26.

BACKGROUND

Wasatch County School District is in the process of installing infrastructure required for the new Deer Creek High School. The improvements include a new Box Culvert crossing 300 South where a new road enters the school property. Heber City has a master planned sewer upgrade that needs to be installed before the box culvert is installed. Waiting to install the sewer line until a later date after the nex box culvert and roadway are in place would result in even higher costs to the City.

DISCUSSION

This project has not gone through the City's typical bidding project for a project of this size. Normally, this type of project would go through a formal bidding process and be awarded to the lowest responsible responsive bidder. However, in this case, the School District is already working with Kenny Seng Construction as their Excavator. They are not comfortable allowing another contractor to come in and work in the same vicinity as their contractor and do not want to create a situation where blame or liability associated with the work can be deflected. In addition, work cannot resume on the box culvert and road until the sewer work is complete, and all parties agree that bringing another contractor into the area to complete the work would increase the possibility of delay claims.

FISCAL IMPACT

The approved FY26 budget includes $250,000 of Impact Fee Funding (Fund 57) meant to complete a portion of this project. The budget also includes an additional $2.13M in funding for other impact fee eligible sewer projects that are unlikely to be completed this year. Staff proposing moving a portion of the budget planned for these other projects to cover the shortfall.

Total Project Funding is anticipated to be $394,130.00 as outlined below:
KSC Award - $333,729.26
Contingency - $33,400.00
PM & Inspection - $27,000.00

CONCLUSION

Although award of this project did not follow the normal process, Staff believes awarding the project as recommended is in the best interest of the City.

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: Engineering
Staff member: Russ Funk, City Engineer

EXHIBITS

1. KSC Proposal
2. Project Drawings

Change Order Proposal

DATE: 7/29/2025
CHANGE ORDER TOTAL: $ 333,729.26

CONTRACTOR		CUSTOMER	
Proposal By:	Gary Childs	**Submitted To:**	Scott Davies
Company:	Kenny Seng Construction	**Company:**	Westland
Street Address:	814 South Lakeview Pkwy	**Project:**	Heber Valley High School
City, State, Zip:	Provo, UT, 84601	**Street Address:**	1000 West 300 South
Phone:	435-979-7886	**City, State, Zip:**	Heber City , Utah
Fax:		**Phone:**	916-295-4912
Email Address:	garyc@kennyseng.com	**Fax:**	
		Email Address:	sdavies@westlandconstruction.com

300 North Sewer line Upgrade

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Install New 60" Manholes 14-18 FT	2	EA	$ 11,745.45	$ 23,490.90
2	Remove Existing Manhole & backfill, we figured in importing all backfill material	5	EA	$ 714.84	$ 3,574.20
3	Remove Existing Sewer Pipe & backfill we figured in importing all backfill material ,hauling off trench	151	LF	$ 87.96	$ 13,281.96
4	Install New 06" Sewer Pipe to connect into new Box	20	LF	$ 82.00	$ 1,640.00
5	Install New 12" Sewer Pipe connect into new Box	16	LF	$ 99.46	$ 1,591.36
6	Install New 18" Sewer Pipe connect into new box	28	LF	$ 127.98	$ 3,583.44
7	Install New 24" Sewer mainline coming out of new box running under the canal to new manhole	161	LF	$ 298.68	$ 48,087.48
8	Connection fittings to connect existing pipe to new pipe to run into new box	3	EA	$ 915.63	$ 2,746.89
9	Sewer Fittings Connection to existing Manhole	2	EA	$ 1,590.85	$ 3,181.70
10	New Sewer Vault	1	EA	$ 50,110.98	$ 50,110.98
11	Due to the size & weight of the sewer Vault, nobody made the vault with a trough floor, so we will have to pour a trough in the floor as shown in drawings	114	SF	$ 18.42	$ 2,099.88
12	18X18 Fitting to drop the middle line into the new Vault	1	EA	$ 594.28	$ 594.28
C-1	Contingency Item Third Party Dewatering during construction	21	DDAY	$ 804.65	$ 16,897.71
C-2	Contingency Item Third Party Sewer Bypass Pumping	21	DDAY	$ 6,309.97	$ 132,509.45
					$ -
					$ -
					$ -

SUBTOTAL	$ 303,390.24
10% KSC Overhead & Profit	$ 30,339.02
1.5% Performance & Payment Bond	N/A
Time Extension	N/A
TOTAL	**$ 333,729.26**

THANK YOU FOR YOUR BUSINESS!

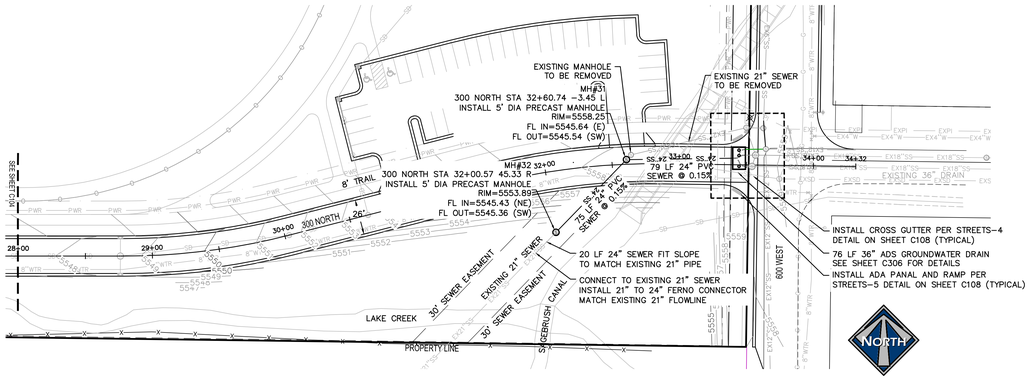
Accepted: _____

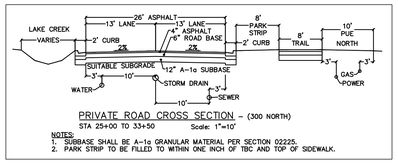
Notes:

This is a change order estimate and is for completing the job described above. It is based on information provided by the Owner/General Contractor and our evaluation. It does not include unforeseen price increases or additional labor and materials which may be required should problems arise or the scope of work change. All work specified and initiated by this estimate are to be performed according to the provisions as set forth in the original Work Bid unless otherwise noted.

Note - the contency items will be your responsibility to pay for, you will be responsible for the bypass pumping and dewatering, I have three weeks in the bid, to perform the work, with dewatering and bypass pumping, if we get done sooner than three week you can save the money on amount of daily rate of the two continceny items.

MARK	REVISION	DATE
1	SEWER FOR CITY	6 MAY 2025

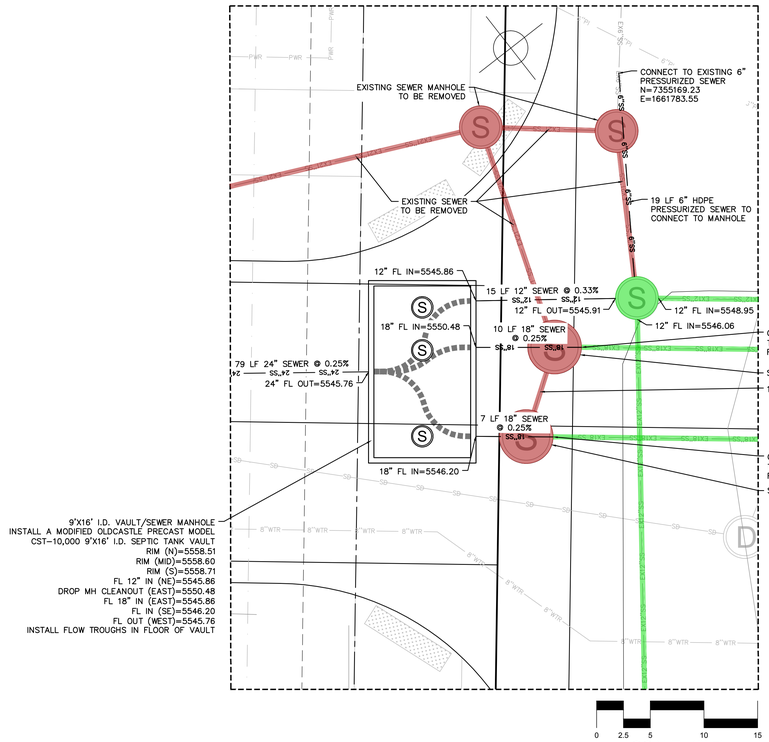




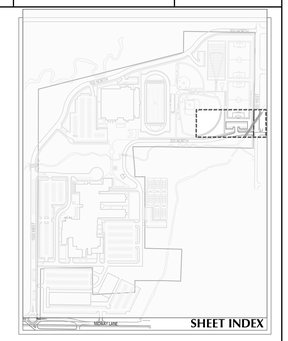
PRIVATE ROAD CROSS SECTION - (300 NORTH)
STA 25+00 TO 33+50 Scale: 1"=10'

NOTES:
1. SUBBASE SHALL BE A-1a GRANULAR MATERIAL PER SECTION 02225.
2. PARK STRIP TO BE FILLED TO WITHIN ONE INCH OF TBC AND TOP OF SIDEWALK.

PAVEMENT SECTIONS ON SHEET C006 GOVERN FOR THIS PROJECT. PAVEMENT SECTION INFORMATION SHOWN ON THIS SHEET IS FOR REFERENCE ONLY.



0 2.5 5 10 15
SCALE: 1"=5'

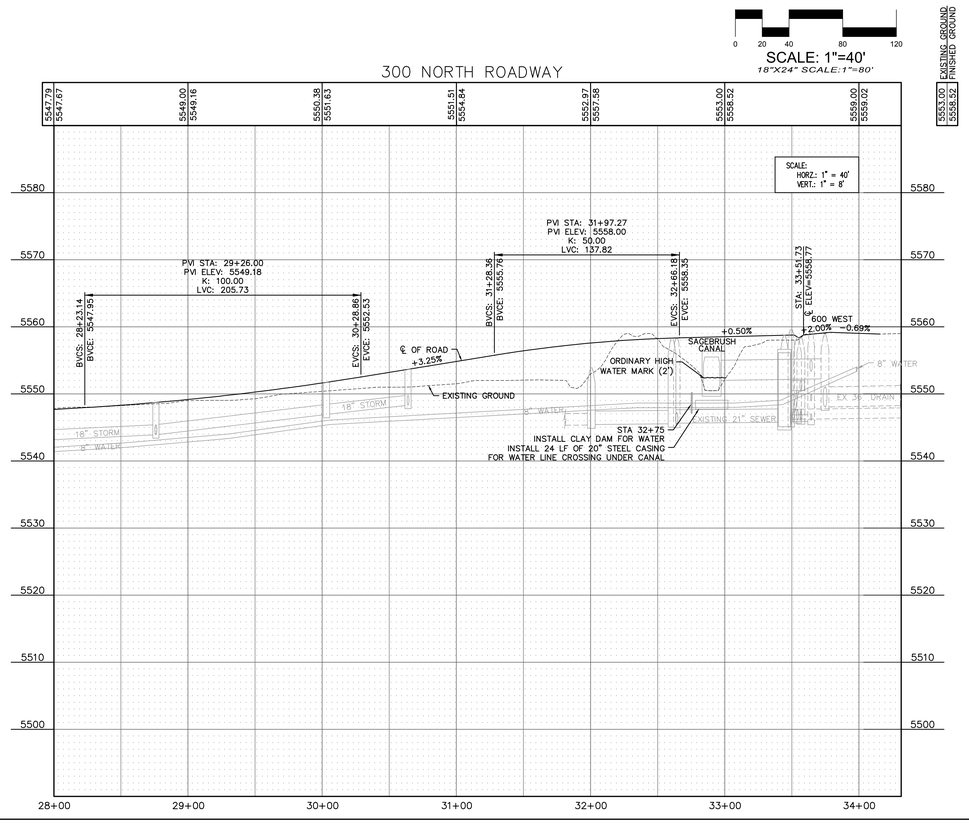


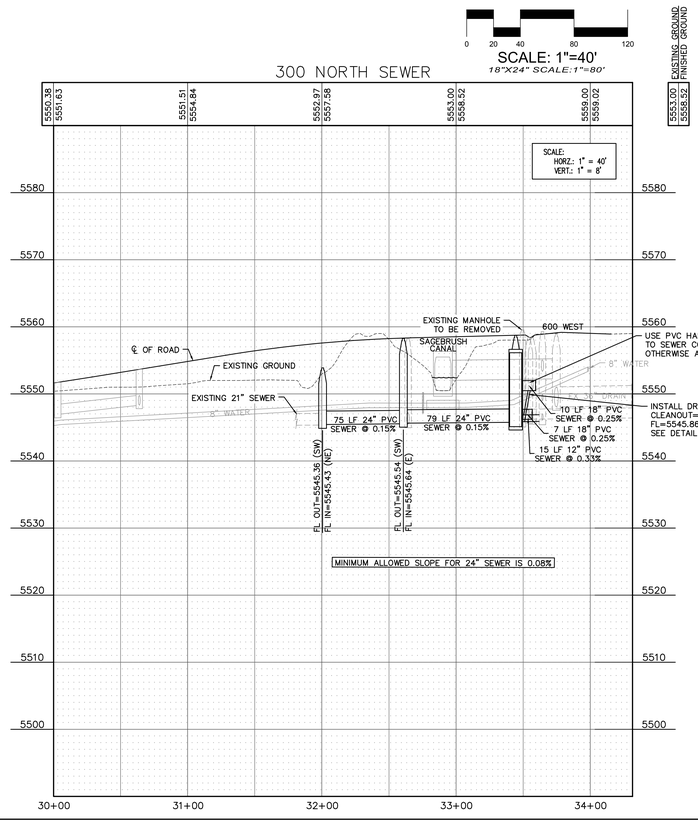
LEGEND

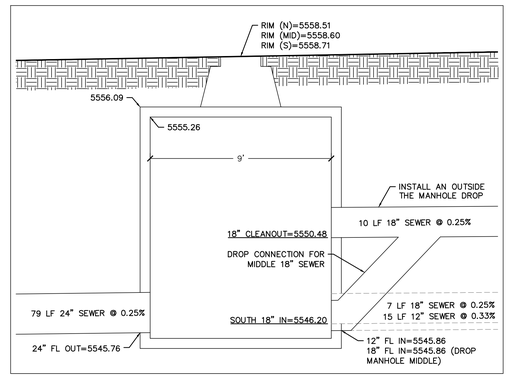
- EXISTING SEWER
- PROPOSED SEWER
- EXISTING 8" WATER
- PROPOSED 8" WATER
- EXISTING PRESSURIZED IRRIGATION
- PROPOSED PRESSURIZED IRRIGATION
- EXISTING STORM DRAIN
- PROPOSED STORM DRAIN
- PUBLIC STREET LIGHT
- STOP SIGN
- ADA PANEL AND RAMP
- EXISTING SEWER TO BE REMOVED
- EXISTING SEWER TO REMAIN

NOTES:
- LOCATION OF EXISTING UTILITIES SHOWN ON PLAN ARE APPROXIMATE AND MAY BE INCOMPLETE. CONTRACTOR IS RESPONSIBLE FOR BLUE STAKING OF UTILITIES.
- ALL CONSTRUCTION OF ROADS SHALL MEET HEBER CITY CONSTRUCTION STANDARDS.

⚠ REVISION NOTES:6 MAY 2025
THE HEBER CITY MASTER PLAN CALLS FOR THE FUTURE REPLACEMENT OF THE EXISTING 21" SEWER WITH A 24" SEWER LINE. HEBER CITY WOULD LIKE TO BUILD A SECTION OF THIS 24" SEWER LINE IN THE 300 NORTH ROADWAY.







OLDCASTLE PRECAST SEWER VAULT
CST-10,000

ADDITIONAL NOTES:
1. All work shall be completed in accordance with Heber City requirements.

2. Pipe under box culvert shall be installed in a steel casing per APWA requirements.

3. Surface Restoration work is to be completed as part of the Deer Creek High School Project

HEBER CITY ENGINEER APPROVAL
Russell Funk 10/1/2025
RUSSELL FUNK DATE

BERG ENGINEERING
380 E Main St. Suite 204
Midway, UT 84049
ph 435.657.9749

CORE ARCHITECTURE

215 S PLEASANT GROVE BLVD, SUITE #10, PLEASANT GROVE, UT 84062, P: (801) 746-8202 | coreutah.com

THE INFORMATION HEREIN IS THE PROPERTY OF CORE ARCHITECTURE AND MAY NOT BE REPRODUCED WITHOUT WRITTEN CONSENT. © 2023 CORE ARCHITECTURE, LLC

DATE:	13 JUNE 2025
PROJECT #:	CNA 19-010
PROJ. MAN.:	PDB
CHECKED BY:	PDB

PROJECT:
NEW HEBER VALLEY HIGH SCHOOL
PROJECT ADDRESS:
300 NORTH 1000 WEST
HEBER CITY, UTAH
OWNER: WASATCH

THIS DOCUMENT IS INCOMPLETE AND IS RELEASED TEMPORARILY FOR INTERIM REVIEW ONLY. IT IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.
PAUL D. BERG P.E.
SERIAL NO. 295595
DATE: 13 JUNE 2025

SHEET DESCRIPTION:
300 NORTH - ROAD & SEWER OPTION #2 PLAN & PROFILE STA 28+50 - 34+00

SHEET:
C105-2

CONFORMANCE SET

path: X:\Wasatch_School_District\New High School_2022\Design\
file name: C105_300 NORTH - ROAD Prof.dwg | plot date: June 13, 2025 | plotted by: dave

Heber City Council Staff Report

MEETING DATE:	10/7/2025
SUBJECT:	Ordinance 2025- 25 Bush Annexation
RESPONSIBLE:	Jamie Baron
DEPARTMENT:	Planning
STRATEGIC RELEVANCE:	Community and Economic Development

SUMMARY

Gary Bush is seeking to annex 1.863 acres of land located at approximately 3450 N US 40 for the purpose of building a shop and obtaining zoning to allow for future development.

The policy questions are as follows:

1. Should the City approve the Bush Annexation?
2. If so, what zoning should be applied to the property?

RECOMMENDATION

Planning Commission forwarded a positive recommendation. Staff is recommending the Council approve the Annexation and development agreement.

BACKGROUND

Gary Bush is seeking to annex 1.863 acres of land located at approximately 3450 N US 40 for the purpose of developing the property into a mixed use development. The property is currently vacant and bordered by the City on the East (Luekenga - North Village Annexation) and South (Finch Creek - North Village Annexation). In addition to the Bush property, the annexation contains a 0.376 acre parcel of private road right of way that is owned by Finch Creek Town Homes LLC.

Planning Commission held a public hearing on August 12, 2025 and forwarded a positive recommendation with the following findings and conditions:

Findings

1. The requested Annexation is within the Annexation Policy Plan.
2. The Annexation is consistent with the General Plan.
3. The Planning Commission forwarded a positive recommendation on 8/7/2025.

Conditions

1. Property to be Zoned as University Village.
2. All conditions of the City Engineer shall be met as outlined in the comment summary.
3. Affordable housing to be deed restricted.
4. All conditions of the Fire District shall be met.

DISCUSSION

Process

The process is as follows:

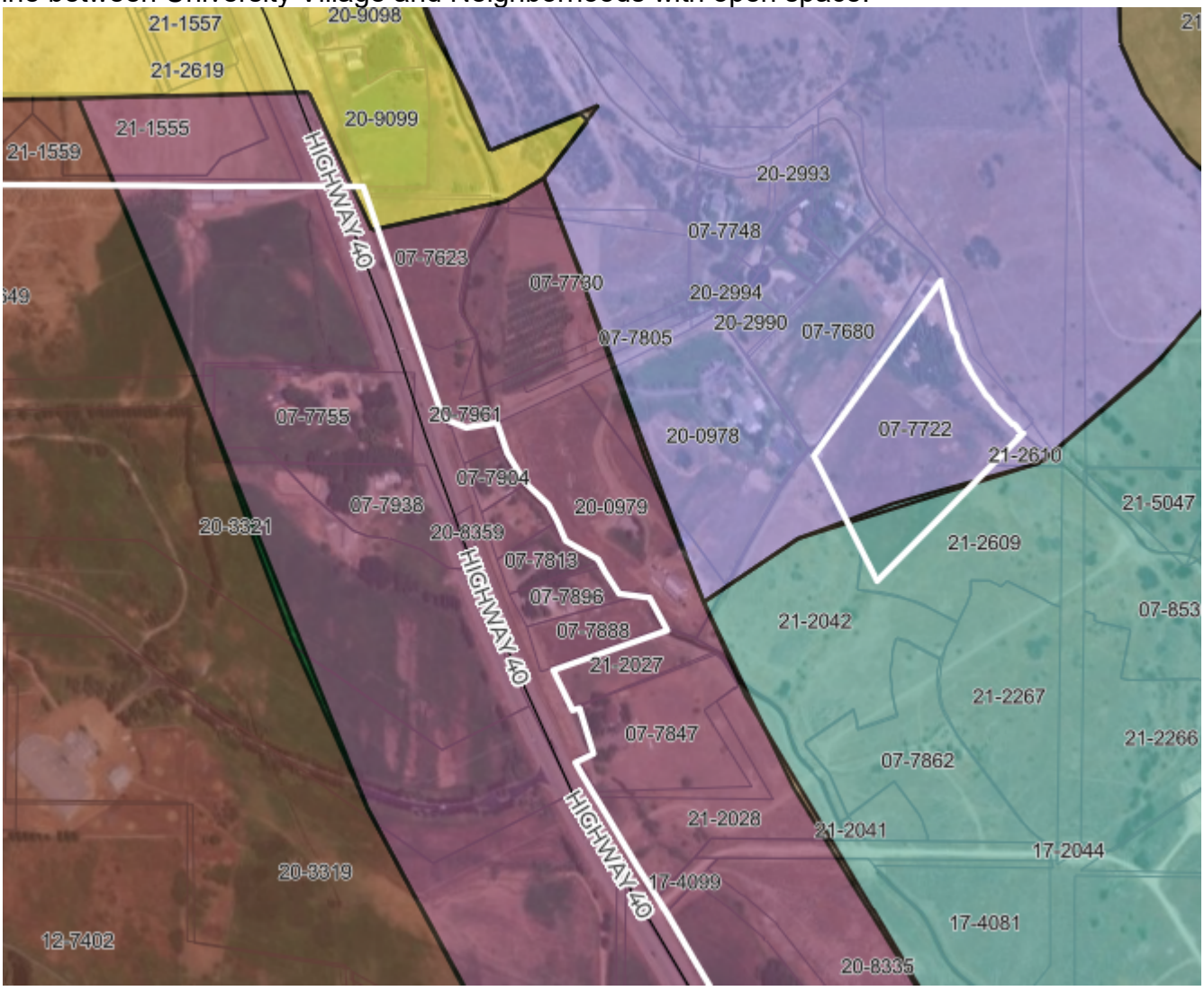
- 30 day certification process - **Complete**
- 30 day protest period - **Complete**
- Review and recommendation by Planning Commission - **Complete**
- Public hearing at City Council - **Complete**
- Decision by City Council - **Current**

Annexation Policy Plan

The property is within the Annexation Policy Plan.

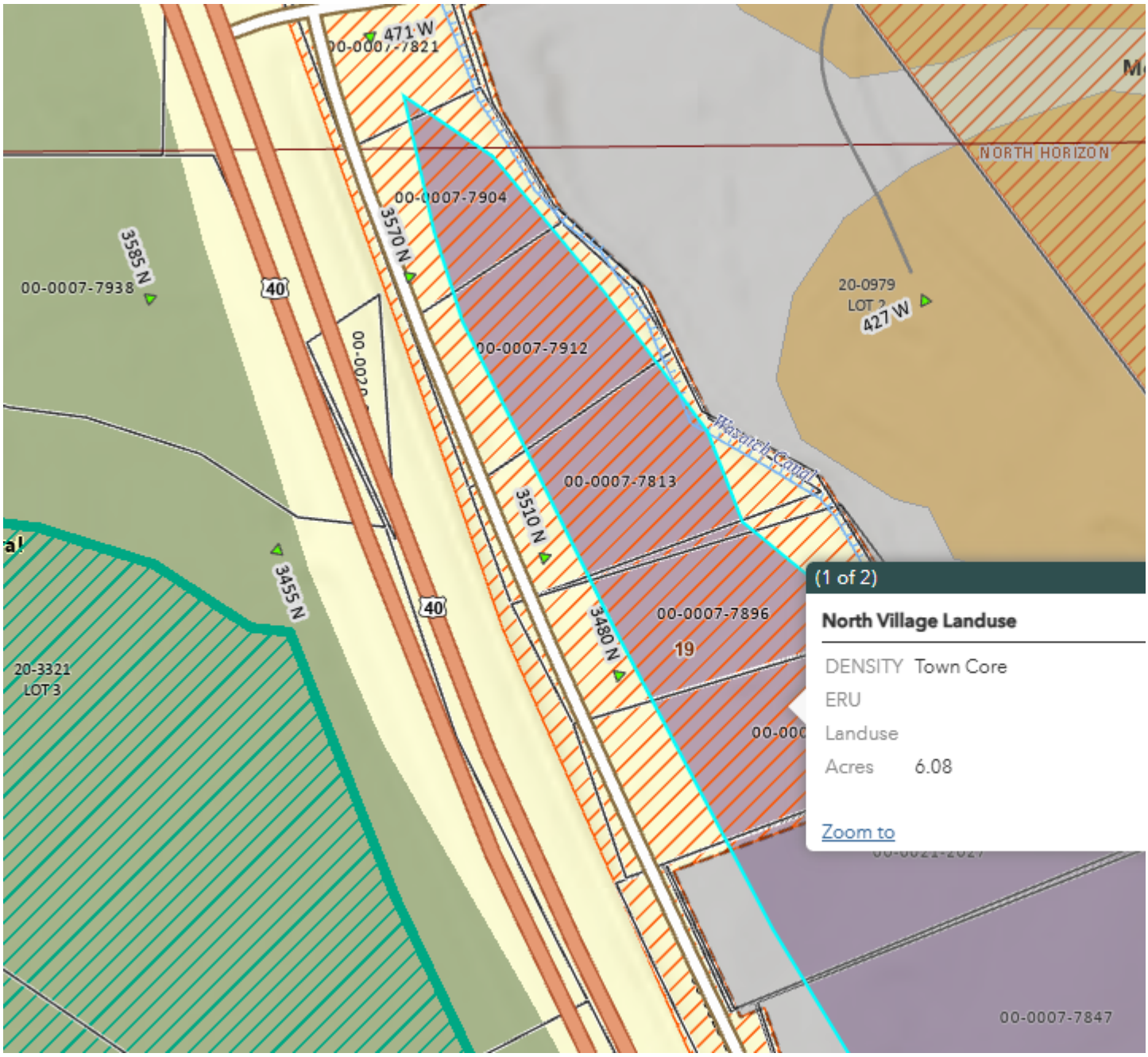
General Plan

The Envision Central Heber General Plan Identifies this area as scenic buffer, and on the dividing line between University Village and Neighborhoods with open space.

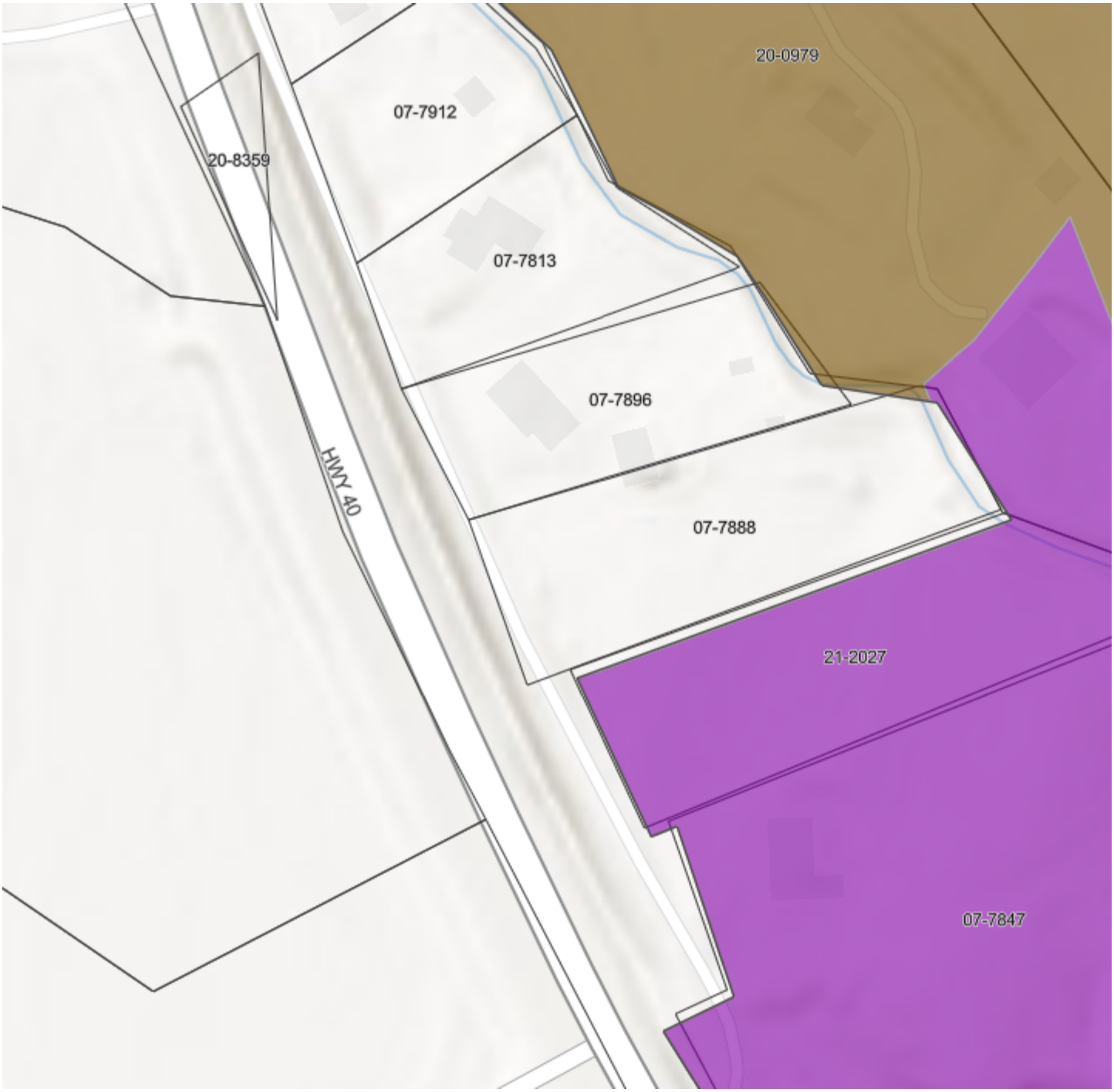


Zoning

The property is currently zoned as Town Core in Wasatch County. The Town Core allows for Commercial Uses and 6 ERU's per net acre.



The City's current zoning map shows this area as surrounded by University Village (UV) on each side, with a small connection to Neighborhoods with Open Space (NOS). The UV allows for 6 ERU's per gross acre base density. The NOS allows for 3.5 ERU's per gross acre, clustering required. Mr. Bush is requesting UV as this is closer to the density he is currently zoned in the County.



Proposed Plan
The proposed Development Agreement contains the following:

- Zone property to University Village (UV), allow the property to develop under the zone at a future time. No concept currently.
- 10% of units to be deed restricted at or below 60% AMI.
- North Fields Preservation Fee of $2,500 per unit.
- Allow for a 80x40 shop to be built.
- Require materials to be stored in building by July 30, 2026.

County Issues

Mr. Bush has started to removed unusable materials and move the materials to be saved to the south property line, away from Mr. Dixon's property. The development agreement contractually obligates Mr. Bush to have all items cleaned up or stored in a building by July 30, 2026.

FISCAL IMPACT

CONCLUSION

Gary Bush is seeking to annex 1.863 acres of land located at approximately 3450 N US 40 for the purpose of creating a large shop and getting the property zoned for potential future development. The Planning Commission forwarded a positive recommendation. Staff is recommending the Council approve the Annexation and associated development agreement with the following findings and conditions:

Findings

1. The requested Annexation is within the Annexation Policy Plan.
2. The Annexation is consistent with the General Plan.
3. The Planning Commission forwarded a positive recommendation on 8/7/2025.

Conditions

1. Development Agreement be executed.
2. Property to be Zoned as University Village.
3. All conditions of the City Engineer shall be met as outlined in the comment summary.
4. Affordable housing to be deed restricted.
5. All conditions of the Fire District shall be met.

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 2025-25** as presented, 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 2025-25 Bush Annexation
2. Enterprise West DA with Council revisions - 4909-6497-7006 - 1
3. 9.16.25 CC PH Staff Report - Bush Annexation
4. Bush - Probable Cause
5. Bush - Case filing

ORDINANCE NO. 2025-25

AN ORDINANCE ANNEXING PROPERTY KNOW AS THE BUSH ANNEXATION LOCATED AT APPROXIMATELY 3450 NORTH HWY 40, HEBER CITY, WASATCH COUNTY, STATE OF UTAH.

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

WHEREAS, The Bush 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 Bush Annexation, as described in Exhibit A, attached hereto and incorporated herein, is hereby annexed into the City of Heber City and zoned as the University Village Designation in the North Village Overlay 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

Exhibit B

When recorded return to:

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

Parcel No. 00-0007-7888

DEVELOPMENT AGREEMENT
(Enterprise West Annexation)

THIS DEVELOPMENT AGREEMENT is entered into this 7th day of October, 2025, by and between **Heber City**, a Utah municipality ("City"), and **Enterprise West, 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 1.34 acres of real property located at approximately 3450 N US 40 (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 mostly undeveloped property.

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 University Village (UV) and shall be used and developed consistent with the requirements of the UV Zone.

2. **Affordable Housing**.

a. Requirements. Owner shall provide one affordable housing unit for each nine market rate units, or portion thereof, on the Property. Thus, is Owner develops ten market rate units, Owner shall provide at least two affordable housing units. Affordable housing units shall be sold or rented, as applicable, at sixty percent (60%) or less of the area median income (AMI) in Wasatch County, Utah adjusted for normal associated expenses including property taxes, utilities, and HOA fees. Affordable housing units must be comparable in size, amenities and materials to the average market rate unit on the Property. All affordable housing units shall be subject to restrictive covenants that shall be in a form provided by the City. Owner's failure to comply with the affordable housing obligation pursuant to the terms of this Agreement shall constitute a material breach of this Agreement, and the City may pursue all available remedies to enforce compliance, including but not limited to legal and equitable relief.

b. Timing. All affordable housing units shall be completed and made available no later than issuance of a certificate of occupancy for 70% of the market rate units.

3. **North Fields Preservation.** Prior to recording a subdivision plat for the Property, Owner shall pay to the City a one-time fee equal to $2,500 per unit (the "North Fields Preservation Fee"). The City shall utilize funds collected pursuant to the North Fields Preservation Fee solely for the purpose of preserving open space in the North Fields, including purchase of development rights. The City agrees that the North Fields Preservation Fee shall not be charged for Development Units constructed and operated and/or sold as affordable housing.

4. **Construction of Temporary Garage.** City agrees that Owner may construct a garage structure (the "Garage") on the Property that is no larger than 80 feet by 40 feet and does not exceed 18 feet in height. The Garage shall be located no less than 30 feet from any property line. Except as provided in this paragraph 4, the Garage shall be subject to and comply with all City zoning and building requirements.

5. **Outdoor Storage of Materials.** Owner currently has wood, bricks and other building materials (the "Materials") on the Property that are being stored outside. Photographs showing the Materials are attached hereto as Exhibit B. Prior to July 30, 2026, Owner shall relocate all the Material into the Garage or remove the Materials from the Property if the Garage is not complete. Owner agrees that no additional Materials may be stored outside on the Property.

6. **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 (2025).

7. **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 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 (2025) *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 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) (2025).

8. **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.

8.1 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.

8.2. 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.

8.3. 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**.

8.4 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.

9. **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.

10. **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.

11. **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.

12. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and continue for a period of twenty (20) 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.

13. **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.

14. **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.

15. **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 (1) 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:

<u>The City</u>:

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

<u>Owner</u>

Enterprise West, LLC
P.O. Box 113
Park City, UT 84060-0113

16. **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.

17. **Attorneys' Fees.** If any action is brought because of an alleged default under, or to enforce or interpret this Agreement, the party prevailing in such action shall be entitled to recover from the unsuccessful party reasonable attorneys' fee and related costs (including those incurred in connection with any appeal), the amount of which will be fixed by the court and made a part of any judgment rendered. Jurisdiction and venue for enforcement of this Agreement shall be in the Fourth District Court, Wasatch County, State of Utah.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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 subdivision lots 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 Property, including prorated portions to the individual lots or units in the Property.

23. **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 and all amendments thereof that otherwise comply with this Section. 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.

24. **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.

Enterprise West, 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 Enterprise West, LLC.

_____
NOTARY PUBLIC

Exhibit A

Annexation Map with Legal

Exhibit B

Images of Materials

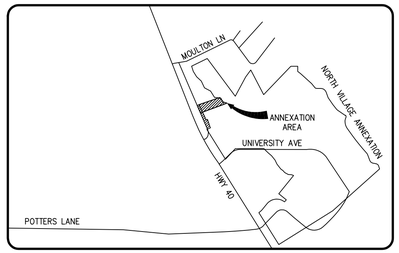
BUSH ANNEXATION
HEBER CITY, UTAH

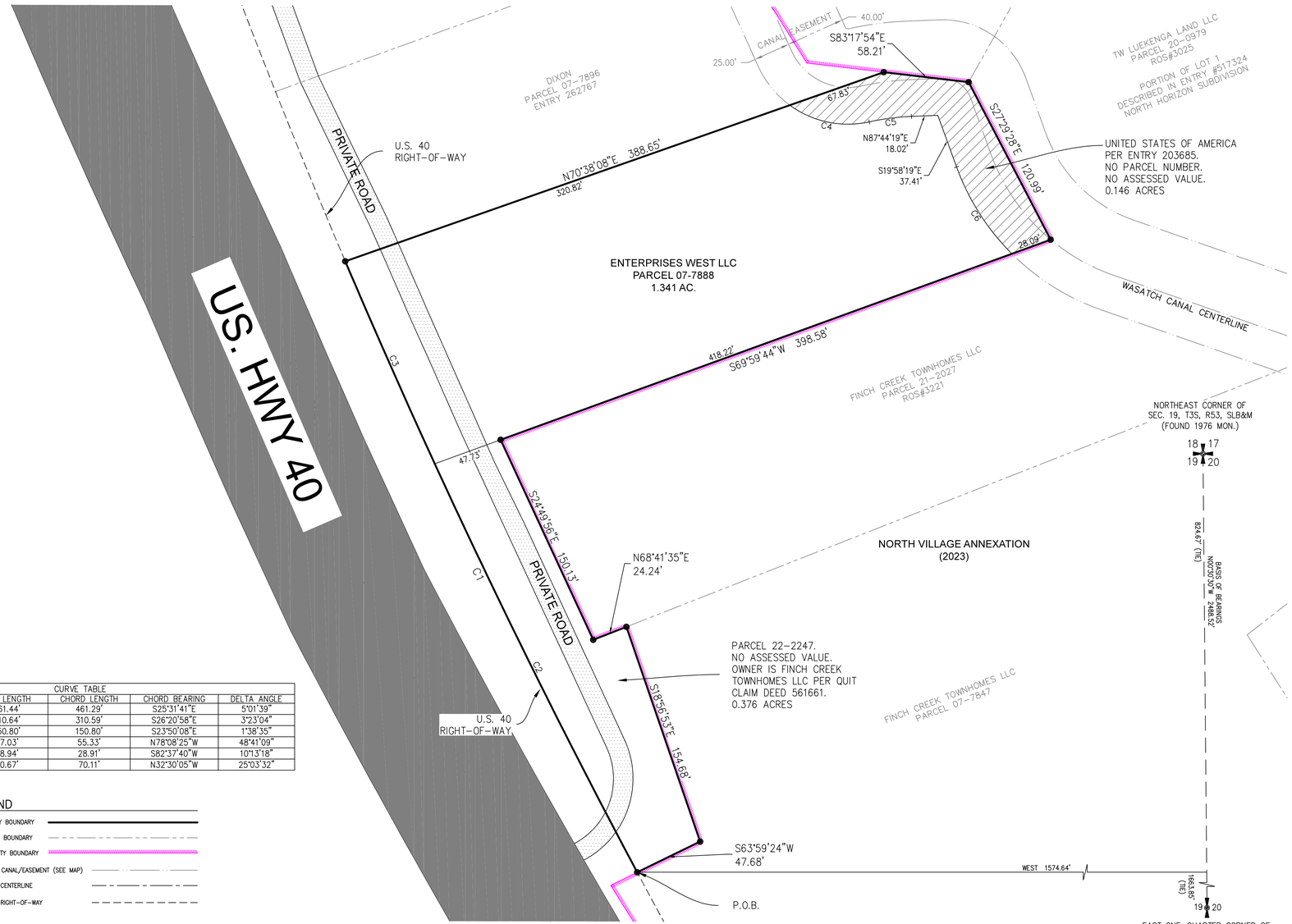
LOCATED IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN

40 0 20 40

1 INCH = 40 FT
(SCALE IN FEET)

VICINITY MAP





CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	5258.78'	461.44'	461.29'	S25°31'41"E	5°01'39"
C2	5258.78'	310.64'	310.59'	S26°20'58"E	3°23'04"
C3	5258.78'	150.80'	150.80'	S23°50'08"E	1°38'35"
C4	67.11'	57.03'	55.33'	N78°08'25"W	48°41'09"
C5	162.24'	28.94'	28.91'	S82°37'40"W	10°13'18"
C6	161.59'	70.67'	70.11'	N32°30'05"W	25°03'32"

LEGEND

- PROPERTY BOUNDARY
- ADJACENT BOUNDARY
- HEBER CITY BOUNDARY
- WASATCH CANAL/EASEMENT (SEE MAP)
- HIGHWAY CENTERLINE
- HIGHWAY RIGHT-OF-WAY

K:\23006547- GARY BUSH - BUSH NV ANNEXATION\23006547 GARY BUSH NORTH VILLAGE GB ANNEXATION\WORKING FILES\SURVEY\DWG\23006547 BUSH - NORTH VILLAGE ANNEX.DWG

PROJECT 23006547 SHEET 1 OF 1	BUSH ANNEXATION HEBER CITY, UTAH LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN	LOCATED IN THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SLB&M WASATCH COUNTY, UTAH	DRAWN BY: MPJ REVIEWED BY: BMB ISSUE DATE 07/17/2025	ATWELL 866.850.4200 www.atwell-group.com 55 WEST CENTER • P.O. BOX 176 HEBER CITY, UTAH 84032 P: 435-654-9229 • F: 435-654-9231	COPYRIGHT © 2024 ATWELL GROUP DRAWING ALTERATION IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF THE PROFESSIONAL LAND SURVEYOR TO ALTER ANY ITEM ON THIS DOCUMENT IN ANY WAY. ANY LICENSEE WHO ALTERS THIS DOCUMENT IS REQUIRED BY LAW TO AFFIX HIS OR HER SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY THEIR NAME AND SPECIFIC DESCRIPTION OF THE ALTERATIONS.

SURVEYOR'S CERTIFICATE

I, BRIAN BALLS, CERTIFY THAT I AM LICENSED AS A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH (REF. NO. 334532-2201) IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT:

1. THIS PLAT REPRESENTS THE RESULTS OF A BOUNDARY SURVEY CONDUCTED UNDER MY SUPERVISION AT THE REQUEST OF GARY BUSH.

2. THE LAND SURVEYED LIES WITHIN SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, AND THE SURVEY WAS COMPLETED DURING DECEMBER 2023.

3. THIS PLAT COMPLIES WITH APPLICABLE STATUTES OF THIS STATE AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE SURVEY WAS COMPLETED, AND THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH TITLE 17, CHAPTER 23, PARAGRAPH 20, OF THE UTAH CODE.

4. THE MONUMENTS DEPICTED AS FOUND AND/OR SET ON THE PLAT ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED, AND ARE OF SUFFICIENT DURABILITY.

BRIAN BALLS
PROFESSIONAL LAND SURVEYOR

SURVEYOR'S SEAL

BOUNDARY LEGAL DESCRIPTION

BEGINNING AT A POINT THAT LIES SOUTH 00°30'30" EAST 824.67 FEET AND WEST 1574.64 FROM THE NORTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; SAID POINT BEING AT THE CURRENT HEBER CITY BOUNDARY ACCORDING TO THE NORTH VILLAGE ANNEXATION (ENTRY NO. 530700) AND A POINT ON THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 40;

SAID POINT OF BEGINNING BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5,258.78 FEET AND FROM WHICH POINT A RADIAL LINE BEARS N61°57'30"E; THENCE 461.44 FEET ALONG SAID CURVE AND SAID HIGHWAY RIGHT-OF-WAY THROUGH A CENTRAL ANGLE OF 05°01'39", WITH A CHORD BEARING AND DISTANCE OF N25°31'41"W 461.29 FEET; THENCE LEAVING SAID RIGHT-OF-WAY N70°38'08"E 388.65 FEET TO SAID HEBER CITY BOUNDARY; THENCE ALONG SAID HEBER CITY BOUNDARY THE FOLLOWING SEVEN (7) COURSES: (1) S83°17'54"E 58.21 FEET, (2) S27°29'28"E 120.99 FEET, (3) S69°59'44"W 398.58 FEET, (4) S24°49'56"E 150.13 FEET, (5) N68°41'35"E 24.24 FEET, (6) S18°56'53"E 154.68 FEET, (7) S63°59'24"W 47.68 FEET TO THE POINT OF BEGINNING.

PARCELS (3) CONTAIN 1.863 ACRES.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED AS NORTH 00°30'30" WEST 2488.52 FEET BETWEEN THE EAST ONE-QUARTER CORNER AND NORTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN IN CONFORMANCE WITH UTAH STATE PLANE COORDINATE 1983 CENTRAL ZONE BEARINGS.

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF HEBER CITY, WASATCH COUNTY, UTAH, APPROVES THIS ANNEXATION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON THIS____DAY OF_____, 20____.

MAYOR

CLERK-RECORDER

PLANNING DIRECTOR APPROVAL

APPROVED THIS_____DAY OF_____, 20____, BY THE PLANNING DIRECTOR OF HEBER CITY.

PLANNING DIRECTOR

WASATCH COUNTY SURVEYOR

APPROVED AS TO FORM THIS____DAY OF_____, 20____.

ROS # _____

COUNTY SURVEYOR

WASATCH COUNTY RECORDER

ENTRY #:_____ DATE:_____ TIME:_____.

FEE:_____, BOOK:_____, PAGE:_____ FOR:_____.

BY:___WASATCH COUNTY RECORDER MARCY M. MURRAY

Unit 1
Unit 2
Unit 3
Unit 4
Unit 5
Unit 6
Unit 7
Unit 8
Unit 9
Unit 10
Accessory Barn
Existing Access Road
U.S.40
Access Road

WEST
1/8"
METAL SIDING
SOUTH
1/8"

Enterprises West LLC Annexation Impact Report

10-30-2024

1. Introduction

This Annexation Impact Report is for the annexation of a total of 1.863 acres, consisting of (3) separate parcels. Enterprises West is the petitioner and the owner of parcel 07-7888 which consists of 1.341 acres. The proposed annexation lies within the Heber City annexation boundary and is part of the North Village Overlay Zone.

2. Growth

Heber City and the surrounding area are projected to grow. Heber City has expressed its intent to include the North Village area within the city boundaries by including this area in the Heber City annexation boundary. This intent has been further expressed by the creation of the North Village Overlay Zone. This area includes the Utah Valley University campus and is proximate to the intersection of River Road and Highway 40. The annexation of this property is expected to contribute to the vibrancy and unique quality intended for this area.

3. Annexation Impacts

A. Fiscal benefits to the city

The anticipated revenue and benefits from the annexation of this property include:

- Property tax;
- Sales tax;
- Utility hookup fees;
- Utility Franchise Fees;
- Impact fees;
- exaction or related fees based on rough proportionality to city and county costs;
- Intangible benefits that accomplish a stated goal of the General Plan or other City planning document.

B. Services to be provided by the city

The services expected to be provided by the city are as follows:

- Police and Animal Services;
- Justice Court;
- Parks and Cemetery;
- Community Development Services;
- Public Works

It is anticipated that the revenue generated from site permitting and building permit related fees will equal or exceed the costs of the Community Development Services

department in processing necessary development applications. It is also anticipated that property taxes, sales taxes, utility hookup and franchise fees, impact fees and revenue from other fees in the future will meet or exceed the cost of services provided by the city. Furthermore, it is anticipated that the development of this property will increase the value of the property as well as the value of surrounding properties and the North Village area in general.

BUSH ANNEXATION

7-17-2025

RESPONSE TO REVIEW COMMENTS:

1. The applicant understands all fire dept requirements for access and will comply with said requirements when development/construction occurs.

2. The unknown ownership of the south portion of the shared road has been resolved by Finch Creek with a Quiet Title action and recorded deeds.

3. The private shared road (aka shared driveway) was constructed in the 1990's when US Hwy 40 was widened and the homes lost their direct driveway access to the highway. Each lot along the highway owns the land up to the highway right-of-way, and there is a prescriptive easement for the shared road for those seven property owners.

4. UDOT has shown concept plans for expanding US Hwy 40 in this location and constructing a frontage road along the east side of the highway, which will cross these seven properties. It is expected that UDOT will acquire at least a 60-ft width, maybe wider, along this corridor and build a frontage road. It is anticipated that this frontage road would be a Heber City road and that the seven properties would all have driveway access (maybe shared?) to said frontage road.

5. Of the seven small parcels between Finch Creek and Moulton Lane, three of the parcels currently have homes. With the future frontage road that UDOT plans to build, and due to the location of the homes, it is likely that all these properties will be purchased by UDOT and that the homes will be demolished. The important question for Heber City is what type of redevelopment would be suitable along this future frontage road -- homes? retail? neighborhood services? The applicant, Gary Bush, is willing to wait for the construction of the new frontage road before developing his property, expecting that it could be ten years.

6. Regarding the survey comments from Engineering, there is no conflict with the subject property and the USA property of the canal. The subject property has been surveyed and there are no known overlaps or gaps with the deeds of adjoiners.

Bush Annexation Comment Summary

8/12/2025 Planning Commission

Engineering

Applicant and any successors of this project shall comply with all City policies, processes, ordinances, standards, and specifications. Additionally, all Master Planned infrastructure elements on or adjoining the subject property need to be designed and installed by applicant. All City Engineer requirements will need to be satisfied prior to any final development plans being approved. The following are site and infrastructure concerns known at this time that need to be addressed: (Please note that the following list is not to be considered all inclusive and additional concerns may arise as design plans are submitted for review.)

1. Ownership and access rights of Private Road need to be understood. Can the additional residential units being proposed on the concept map access and use the Private Road? Private Road will need to be widened and constructed to meet fire access requirements and/or Heber City Standards if determined that a public road is required.

2. Applicant will need to work with adjoining property owners for access through the private road system currently being planned for what is currently called the Finch Creek development to the to the south and east of the subject annexation property.

3. Comply with any pioneering agreements in place for any infrastructure reimbursements that City is obligated to enforce and collect.

4. Any overlaps and gaps in deeds and/or occupation lines will need to be resolved.

I, Nathan Rosvall, declare as follows based on my personal knowledge of the facts stated herein.

1. I am a Wasatch County Assistant Planner and have served in that capacity for approximately a year and a half (1 ½ years).

2. My responsibilities include, among other things, administering the Wasatch County Zoning Code (the "Code"), code enforcement actions, and property inspections to assure compliance with the Code.

3. I am knowledgeable about the zoning codes that exist and have existed in the County and the process for enforcement of those codes within the County.

4. In December of 2021, the Planning Department ("Planning") received numerous complaints from Mr. Mike Dixon ("Mr. Dixon"), neighbor of Gary Bush ("Mr. Bush"). Property ("the Property") is located at 3480 North US HWY 40 Heber, Utah, parcel 00-0007-7888, OWC-0541-0-019-035

5. Wasatch County has notified Enterprises West, LLC (Gary Bush) on multiple occasions (beginning as early as 2020) to correct numerous violations of the zoning code, including:

a. Tools, lumber, various building materials scattered throughout the property, effectively trying to use the parcel for storage, when it is zoned for residential use.

b. Accessory structures having been constructed without a Wasatch County Building Permit having been issued.

c. Illegal accessory structures do not meet the proper setbacks for accessory structures

6. Although Mr. Bush has attempted to rectify the zoning violation by entering into a Verbal Agreement on June 16th, 2023, a Correction Agreement that was written in March of 2022 and again in May of 2022, Verbal Agreements in December of 2022 and again February of 2022. Those attempts have failed due to the fact that Mr. Bush has not followed up on the scheduled appointments to enter into a Verbal or a Correction Agreement.

7. Mr. Dixon has filed various complaints with Planning regarding Mr. Bush's use of the Property. I performed 2 onsite inspections on December 9th, 2021 and on July 12th of 2022 and again 4 times in June and July of 2023 After these inspections, it was found that general storage of junk and debris is still on the property and there have been no applications for building permits in Wasatch County.

8. In response to Mr. Dixon's complaint(s) and e-mails, and conducting an investigation into the zoning violation, I inspected the Property on December 9th, 2021, July 12th, 2022 and June 16th, 2023. Among other things, I observed the following:

d. Tools, lumber, various building materials, storage of vehicles in various levels of upkeep, industrial materials and miscellaneous junk scattered throughout the property

e. The above listed items were stored on the property against Wasatch County Code § 16.01.15 which states that lots must be used according to the zone designation that they are given.

f. Wasatch County Code § 16.01.15 relies on Wasatch County Code § 16.05.01 which defines the purpose of the North Village Overlay Zone ("NBOZ") and specifies the permitted uses and conditional uses in the NBOZ, which includes

residential and protected open land as well as a number of uses but does not allow the storage of materials and general junk and debris.

g. The storage of the items that are currently on the Property violate the allowed uses of the Zone where the Property is located.

h. The items on the property do not comply with Section § 16.21.15 of the Code.

9. Based on these observations, I concluded that Mr. Bush was still not in compliance with the Code.

10. I am an individual over eighteen years of age and have personal knowledge of all things stated herein.

I declare under criminal penalty of the State of Utah, Utah Code 78B-18a-106, that the foregoing is true and correct.

DATED this 26th day of July, 2023.

_____
Nathan Rosvall

STATE OF UTAH

COUNTY OF UTAH

On this _____ day of _____ 2023, before me personally appeared Nathan Rosvall who did make this statement and declaration upon oath and affirmation of belief and personal knowledge that the foregoing matters, facts, and things set forth are true and correct to the best of his knowledge.

NOTARY PUBLIC _____

My commission expires _____

Exhibit A

Scott H Sweat, #6143
Wasatch County Attorney
Michael Snell, #16573
Deputy Wasatch County Attorney
805 West 100 South
Heber City, UT 84032
Phone: (435) 654-2909
msnell@wasatch.utah.gov

WASATCH COUNTY JUSTICE COURT
WASATCH COUNTY, STATE OF UTAH

STATE OF UTAH Plaintiff, vs. Gary Bush P.O. Box 113 PARK CITY UT 84060 DOB: October 18, 1961 Defendant.	**INFORMATION** Case No. Judge: Brook J Sessions

The State of Utah, through the undersigned prosecutor, alleges Gary Bush committed the following criminal offense(s) in Wasatch County Utah:

COUNT 1: ZONING VIOLATION, a class C misdemeanor, in violation of Wasatch County code 16.01.15, in that Gary Bush on or about June 16, 2023 did use any land, building or structure for a purpose or use not allowed in the zone in which such land, building or structure is located, or did violate any of the provisions of this title.

This information is based on evidence obtained from the following witness: Nathan Rosvall,

DATED August 14, 2023

/s/ Michael Snell
Michael Snell
Deputy Wasatch County Attorney

NOTICE OF RIGHT TO DISCOVERY: Under Rule 16 of the Utah Rules of Criminal Procedure a defendant has the right to inspect, test, and copy material and information directly related to the case of which the prosecutor team has knowledge and control. If you would like to exercise that right, you can contact the Wasatch County Attorney's Office to arrange delivery or inspection.

Heber City Council Staff Report

MEETING DATE:	10/7/2025
SUBJECT:	Heber Food Truck Court Development Agreement
RESPONSIBLE:	Jacob Roberts
DEPARTMENT:	Planning
STRATEGIC RELEVANCE:	Community Development

SUMMARY

Matt Hansen is requesting a development agreement to facilitate the construction of a food truck court located at 89 West 100 South. This food truck court would consist of approximately 8 food trucks, a small parking lot, bathroom facilities, and a seating area for patrons. The applicant intends for this to be a temporary use (2-5 years) until the site can be redeveloped.

RECOMMENDATION

Staff recommends approval for the proposed Development Agreement based on the findings and conditions outlined below.

BACKGROUND

The applicant has approached staff to discuss a food truck court on an empty lot located at 89 west 100 south. Staff has determined that a development agreement would be necessary to facilitate such a project due to the nature of the project and current zoning requirements. Current ordinances in both zoning and food truck regulations would prohibit such a use at this site. The Planning Commission held a public hearing on the proposed development agreement on July 22, 2025. At that meeting, the Commission expressed the desire to see more done on the part of the applicant to decrease required legislative waivers/exemptions. The Commission moved to continue the item.

The applicant then met with the Planning Commission a second time on August 12th, 2025 with an updated development agreement. The Planning Commission gave a recommendation of approval with the condition that an annual visit and evaluation be conducted by staff to ensure that all conditions of the Development Agreement were being met. The Planning Commission felt this was an appropriate condition on the basis that this use is intended to be temporary.

DISCUSSION

Staff has reviewed the application and left the following comments.

General Plan
The General Plan designation for this particular property is "Downtown" and outlines the following

uses:

Historic Core Neighborhood (HC)	Primary: SFDs on smaller lots, town homes, duplexes, triplexes, flexible infill, small multifamily buildings; consider bonus densities for higher quality architecture Secondary: connective and corner small scale retail/ restaurants, bed and breakfasts, community gardens, public facilities, churches	3-15 units per acre 1-3 story height	A mixed neighborhood emphasizing a variety of housing types. Strong street connections to the downtown and the tourist center; bicycle and pedestrian friendly.

This proposal would be consistent with the General Plan as the General Plan calls for active open spaces and commercial uses. That being said, care should be taken to ensure the impact on surrounding properties is lessened where possible.

Planning Department

The Planning Department maintains conditional approval contingent upon execution and approval of a Development Agreement (DA). The updated and revised proposal has addressed some of the previous comments but not all. The following sections of the municipal code must be addressed by the DA:

- Mobile Food Vendors (Section 18.68.608)
  - Food trucks are required to be located at a brick-and-mortar business.

- Lighting (Section 18.78)
  - All applicable lighting standards must be met or addressed in the DA
  - The applicant has specifically requested that this project not be required to follow parking lot lighting standards.

- Landscaping (Section 18.76)
  - Bare ground and dirt areas are prohibited and must be addressed in the DA
  - Additional landscaping requirements for commercial properties must be addressed.
  - The applicant has proposed street trees in planter boxes along 100 South and 100 West.

- Commercial Zones (Section 18.28)
  - A "Food Truck Court" should be listed as a permitted use for this property in the DA.
  - Ideally a "Food Truck Court" should be defined.

- Off-Street Parking and Loading (Section 18.72)
  - Parking requirements or exemptions must be addressed in the DA as there are currently no parking requirements for a food truck court.

Engineering Department

All City Engineer requirements not waived through the DA process must be satisfied prior to final

development plan approval. Applicants must respond in writing to all redlines and comments. After the new proposal Engineering Comments remain largely unchanged as staff does not have the ability to grant waivers of impact fees or requirements. Outstanding site and infrastructure concerns include:

1. Traffic Impact:
The proposed use will significantly affect nearby intersections. A traffic impact fee would typically be assessed unless waived by the legislative body. If waived, the DA must define "temporary use" and clarify when impact fees would apply in the future.

2. Water and Sewer:
One Equivalent Residential Unit (ERU) credit exists based on prior residential use. Developer claims on water use cannot be verified. Water use must be monitored annually, and any usage exceeding one ERU should trigger an impact fee. This requirement must be included in the DA.

3. ADA Access:
Applicant must coordinate with the Building Department to ensure ADA-compliant access to the food court and restrooms from the parking lot. The new plan includes an ADA route throughout the site.

4. Storm Water Design:
The site must comply with the City's Storm Water Design Manual unless the DA waives this requirement for a defined temporary use.

5. Street Improvements:
Typical commercial requirements include widened asphalt, curb, gutter, and sidewalk improvements along adjoining streets. If these are not provided, the legislative body must waive them through the DA. The applicant does not wish to dedicate land for the sidewalk.

6. Road Dedication and Survey:
Dedication may be required if property lines extend into the public right-of-way or if gaps and overlaps in property deeds exist. No survey map was submitted with the concept plan. If required, a waiver must be addressed in the DA.

Details of updated proposal for a temporary Downtown Heber Food Truck Court.

Following the feedback received from the Planning Commission on July 22nd, the applicant has submitted revised plans. The following is a summary of the new proposed Development Agreement. Please see attached document "Proposal for a Temporary Food Truck Court." The new proposal addresses issues such as:
1. Defining "temporary use" as a maximum of five (5) years and establishing a sunset clause as well as a 1-year check-in to establish compliance with the DA.
2. Construction of restroom facilities to take place no later than the 1-year checkpoint. Temporary restroom facilities will be used up until that point.
3. Other sections of the code, such as landscaping, parking and lighting.
4. ADA accesibility.
5. Privacy Fence will be installed on the East and South property lines.

The applicant also provides details for engineering requests such as traffic impact and water and power usage.

The applicant outlines the requested waivers as follows:

1. Requesting a waiver of the requirement of Sec. 8-68-608 D-1a that requires food trucks to be located at “an existing brick and mortar business.”
2. Requesting a waiver of all Impact Fees until a future commercial project and building is constructed on this property. This property previously had a home on it, with “grandfathered” impact fees for that use. Estimated utility use for 8 food trucks is not expected to exceed the average use of a single-family house for sewer, water, and power. No other food trucks or food truck courts have paid any impact fees to Heber City.
3. Requesting a waiver of landscaping regulations and street tree requirements, since this is a use that will expire within 5 years. The entire site will be covered with compacted road base and decorative gravel. Applicant agrees to install six 3’x3’ planter boxes as shown on the submitted site plan, each with an ornamental tree and perennial flowers.
4. Requesting a waiver of any required parking lot lighting. Lighting on the site will comply with Sec 18.78.
5. Requesting a waiver of following the Heber City Storm Water Design manual. The site is nominally ¼ acre, with very little impervious area. The food truck court will not produce any greater runoff than the previous house, driveway, and yard had.
6. Requesting a waiver of any requirement to expand or improve the adjoining streets of 100 West and 100 South. This includes asphalt, sidewalk, curb and gutter. Also includes any dedication for more right-of-way beyond the current width of 82.50 feet.
7. Request return of the $2300 escrow fee paid to city for external consultants. Already paid $3000 Fee for the Development Agreement.

Please see attached agreement proposal for full details.

FISCAL IMPACT

N/A

CONCLUSION

In conclusion, many of the original reviews by staff remain. Some concerns have been addressed, but the proposal will still require a Development Agreement to accomplish the project. Staff has recommended a positive recommendation based on the General Plan designation of this area, but attention should be paid to decrease the impact on neighbors. The Development Agreement as written and attached to this report has been reviewed by staff and allowed to go forward for approval by the Council.

Findings:
1. The proposed Food Truck Court is in compliance with the General Plan based on the "Downtown" designation of this parcel and the approved land uses that include active open space and commercial uses.
2. The proposed Food Truck Court will require an approved Development Agreement to allow for the project to move forward.
3. The Planning Commission held a public hearing on July 22nd 2025 and moved to continue the item.
4. The Planning Commission provided a positive recommendation on August 12th 2025 with the condition that annual inspections of operations, traffic, impacts and compliance be conducted.

Conditions:
A Development Agreement is executed and addresses all concerns of staff including but not limited to,

1. Landscaping
2. Lighting
3. Parking
4. Land Use & Requirements of the C-3 Commercial Zone
5. Traffic Impact
6. Utlitiy Impact
7. Impact Fees
8. Definition of a Temporary Use
9. Establishing a date for when the use will sunset
10. Establishing check-in dates for when the development will be inspected for compliance.

As the applicant has requested a development agreement to facilitate this project, the ultimate decision to grant the requested waivers will fall to the City Council.

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move approve the **Development Agreement for the Downtown Heber Food Truck Court** as presented, with the findings and conditions as presented in the conclusion above.

ACCOUNTABILITY

Department: Planning
Staff member: Jacob Roberts, Planner

EXHIBITS

1. FOOD TRUCK COURT SITE PLAN
2. PROPOSAL FOR A TEMPORARY FOOD TRUCK COURT (REVISED)
3. Food Truck Court - Development Agreement Final for Packet 10.7 - 4914-3146-4814 - 1

MIDWAY LANE / HWY 113 / 100 SOUTH

1 INCH = 10 FT
(SCALE IN FEET)

EX. WTR METER
EX. SIDEWALK
EX WTR
EX SS
EX SD
3X3 PLANTER W/ ORNAMENTAL TREE (TYP)
S89°12'00"E 99.66'
BEGIN PRIVACY FENCE
PROPERTY BOUNDARY
10.00
17.00
20.00
13.00
TRUCK PAD 1
TRUCK PAD 2
TRUCK PAD 3
TRUCK PAD 4
TRUCK PAD 5
TRUCK PAD 6
TRUCK PAD 7
TRUCK PAD 8
COMPACTED GRAVEL
5' ADA WALKWAY
5.00 TYP
PICNIC TABLES
POWER PEDESTAL TYP
25.00
DUMP STATION W/ SELF-CLOSING CAP (GREY WATER ONLY)
PROPOSED GREASE SEPERATOR
RESTORE DRAINAGE SWALE
45° BENDS
POWER BOX PEDESTAL TYP.
WATER NOZZEL
INSTALL 167 LF 6' PRIVACY FENCE
EXISTING BUILDINGS
N00°48'00"W 125.98'
S00°48'00"E 125.98'
20.00
8 STALLS 9'X20'
9.00 TYP
11.00 ADA
7'X7' BATHROOM
7'X7' BATHROOM
7'X7' STORAGE
DUMPSTER
24.00
COMPACT ROAD BASE PARKING
8 STALLS
STORAGE AREA
EX. POWER METER
N89°12'00"W 99.66'
END PRIVACY FENCE
100 WEST
COMMERCIAL
HOUSE
LEE MUSIC
SHED
LAUNDRY MAT
EXISTING BUILDINGS
HOUSE
STORAGE

8/5/2025 K:\25003364 - 100 West Food Truck Court\CIVIL\Engineering\SITE PLAN.dwg

PROJECT 25003364	PREPARED FOR BIGMMAKKS, LLC.	DRAWN BY: SFS	ATWELL 866.850.4200 www.atwell.com
SHEET 1 OF 1	PROJECT PARCEL 04-7576 89 WEST 100 SOUTH	REVIEWED BY: MPJ	55 WEST CENTER • P.O. BOX 176 HEBER CITY, UTAH 84032 P: 435-654-9229 • F: 435-654-9231
		SCALE: 1" = 10' / ISSUE DATE: 8/5/2025	

CONCEPT SITE PLAN
DOWNTOWN HEBER FOOD TRUCK COURT

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DRAWING ALTERATION

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF THE PROFESSIONAL LAND SURVEYOR TO ALTER ANY ITEM ON THIS DOCUMENT IN ANY WAY. ANY PERSON WHO ALTERS THIS DOCUMENT IS REQUIRED BY LAW TO AFFIX THEIR SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE AND SPECIFIC DESCRIPTION OF THE ALTERATIONS.

PROPOSAL FOR A TEMPORARY
DOWNTOWN HEBER FOOD TRUCK COURT
AT 98 WEST 100 SOUTH (IN THE C-3 COMMERCIAL ZONE)

The property owner / applicant desires to develop a new commercial project within five years, but is waiting for adjacent and other parcels on the block to also be redeveloped. This correlates closely with the City's vision of future commercial and mixed-use development on this block, including the future mid-block pedestrian street.

In the meantime, the applicant desires to put the property to good use by attracting eight local food trucks to gather in a food truck court, using the existing power, water, and sewer connections that are available on the property. The property owner will manage the maintenance and utilities for the property. This temporary use will offer a variety of different culinary options for lunch, dinner, and nighttime noshes to people working and living in the downtown area, or traveling between Heber and Midway.

A Development Agreement is requested for this temporary use because the current Heber City code (18.68.608) generally requires food trucks to be located on private property that contains "an existing brick and mortar business." This property complies in all other ways, except that single requirement.

Below is a summary of this temporary development plan for the Downtown Heber Food Truck Court:

THE PROPOSED FOOD TRUCK COURT WILL HAVE A MAXIMUM OF EIGHT FOOD TRUCKS.
THIS WILL BE AN APPROVED USE FOR UP TO FIVE YEARS.

1. Applicant requests a Development Agreement with a five-year sunset (December 2030) and agrees to a city review after one full year of operation (January 2026) to reassess water and sewer use, traffic and parking. Per that review, Applicant is willing to pay impact fees for water and sewer usage beyond a typical single-family home, and to address other issues as the city directs.

2. This property is 0.29 acres in the Downtown Commercial C-3 Zone.

3. Hours of operation will be 11 AM to 9 PM (or less.)

4. On site parking for 16 cars in a parking area of compacted road base; access will be from 100 West. One ADA stall will be posted, per Building Dept. On-street parking adjacent on 100 South and 100 West is also available, which are commercial streets.

5. Per discussions with the Building Dept., ADA access will be provided on the site from the ADA parking stall to each food truck pad and to the ADA bathroom.

6. There is already a power meter on the property from the original house. Power pedestals will be provided for each truck; GENERATORS WILL BE PROHIBITED. Power hookups will be run underground to each food truck pad. Power bill will be paid by the property owner.

7. Two temporary bathrooms (one will be ADA compliant) will be provided and maintained on site. A site-built (semi-permanent) bathroom building, connected to water and sewer, will be constructed by June 1, 2026.

8. A common trash dumpster will be provided on site, at the rear of the parking area, within an enclosed structure. Property Owner will keep the site and park strips free of weeds, debris, and trash.

9. There is an existing city-standard water meter. An RV-style culinary water supply will be installed on site for the food trucks to use to fill their on-vehicle water tanks. Water bill will be paid by the property owner. Water usage will be reviewed in January, 2026 and property owner agrees to pay an impact fee for annual water and sewer usage greater than what is assessed for a single-family home.

10. An RV-type wastewater disposal site, with a city-approved oil/grease separator, will be installed and connected to the existing sewer lateral. This will only be used for "grey water" from the food trucks. Food trucks will be able to empty their grey water tanks every few days by connecting their drain hose to the disposal site. Monthly sewer bill will be paid by the property owner. The oil/grease separator will be maintained by the property owner per the HC FOG ordinance (Code Sec 13.08.)

11. Per WC Fire District, all applicable ICC and NFPA codes for Food Trucks shall be followed.

12. Applicant agrees to install a solid privacy fence along the east and south property lines (except along the solid wall of the laundromat building.

13. Applicant agrees to reconstruct the drainage swale along the frontage on 100 West.

14. Applicant agrees to install four planter boxes along 100 South and two planter boxes along 100 West. Each planter will be at least 3'x3' and contain an small ornamental tree and various flowers.

CITY ENGINEERING DEPT ITEMS:

Culinary Water: Conversations with three local food truck owners have revealed that they all use between10- 20 gallons of water each day of operation. This is mostly for washing hands and keeping counters clean. Most food preparation is done off-site. Truck #1 has a 30-gallon tank that they refill every 3 days. Truck #2 has a 30-gallon tank that is refilled every second day. Truck #3 has a 50-gallon tank that he tops off every second day. Using the high number of 20 gallons per day, eight food trucks would be anticipated to use a maximum 160 gallons of water per day, which is lower than the average ERU in Heber City (about 200 gallons per day.) An impact fee should not be required.

Sewer: This is the same calculation as the water usage. An on-site RV- wastewater disposal location is proposed, to be used by each truck for grey water disposal. The anticipated use is 160 gallons per day (8 trucks x 20 gal.) which is less than 1 ERU. An impact fee should not be required.

Press. Irrigation: Since the proposed Food Truck Court will be a temporary use, the property owner proposes to install road base and decorative gravel on the property. The park strips along 100 West and 100 South will have xeriscaping in the form of decorative gravel over landscaping fabric. No connection to the city irrigation system is available or needed. An impact fee should not be required.

Storm Drainage: No new impervious areas are anticipated for this temporary use. All storm water is expected to percolate into the gravel on site. An impact fee should not be required.

Parks/Trails: No impact fees are charged for commercial uses.

Streets: A study in 2010 in Oregon by ITE shows that a food truck court with 8 trucks would be anticipated to generate about 84 vehicle trips during the peak hour (lunch hour or dinner hour.) For the anticipated daily service, a 2.5x that number is a good estimate for the entire day. Using the HC impact fee of $271 per trip, the calculated impact fee of $57,000 is impossible to pay by the applicant for this temporary use. Applicant is requesting an exception to this impact fee, since the use is temporary, and no other food trucks have ever been charged an impact fee of any kind.

Public Safety: Only a small 7' x 21' structure is proposed for the two bathrooms and storage room. The HC Public Safety Impact Fee is $0.59 per sqft. The total PS impact fee could be calculated to be 147 sqft x 0.59 = $87. This fee is requested to be exempted since the use is temporary and no other food trucks have been charged this fee.

REQUESTED WAIVERS:

1. Requesting a waiver of the requirement of Sec. 8-68-608 D-1a that requires food trucks to be located at "an existing brick and mortar business."

2. Requesting a waiver of all Impact Fees until a future commercial project and building is constructed on this property. This property previously had a home one it, with "grandfathered" impact fees for that use. Estimated utility use for 8 food trucks is not expected to exceed the average use of a single-family house for sewer, water, power. No other food trucks or food truck courts have paid any impact fees to Heber City.

3. Requesting a waiver of landscaping regulations and street tree requirements, since this is a use that will expire within 5 years. The entire site will be covered with compacted road base and decorative gravel. Applicant agrees to install six 3'x3' planter boxes as shown on the submitted site plan, each with an ornamental tree and perennial flowers.

4. Requesting a waiver of any required parking lot lighting. Lighting on the site will comply with Sec 18.78.

5. Requesting a waiver of following the Heber City Storm Water Design manual. The site is nominally ¼ acre, with very little impervious area. The food truck court will not produce any greater runoff than the previous house, driveway, and yard had.

6. Requesting a waiver of any requirement to expand or improve the adjoining streets of 100 West and 100 South. This includes asphalt, sidewalk, curb and gutter. Also includes any dedication for more right-of-way beyond the current width of 82.50 feet.

7. Request return of the $2300 escrow fee paid to city for external consultants. Already paid $3000 Fee for the Development Agreement.

When recorded return to:

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

Parcel No. 00-0004-7576

DEVELOPMENT AGREEMENT
(Temporary Food Truck Court)

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into this 16th day of September, 2025, by and between **Heber City**, a Utah municipality ("City"), and **Jared McKean Theler,** an individual ("Owner"). Owner and City are hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Owner is the owner of approximately 0.29 acres of real property located at 89 West 100 South, Heber City, Utah, which is designated as Parcel No. 00-0004-7576, and more particularly described as follows:

North 125.99 feet of the West Half of Lot 3, Block 66, Heber City Survey

(the "Property"); and

WHEREAS, Owner acknowledges that City intends to rezone the Property to be part of a revitalized downtown commercial and residential zone consisting of restaurants, shopping and residential development; and

WHEREAS, Owner and City agree that redevelopment of the Property will likely not occur for a few years, and in the interim, Owner desires to develop and operate the Property as a temporary food truck court (the "Food Truck Court"); and

WHEREAS, City has approved the temporary use of the Property as a Food Truck Court subject to the terms and conditions of this 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**. The Property is currently zoned as C-3 Commercial Zone. Owner acknowledges that a permanent food truck court would not be an allowed use on the Property, and City's approval of the Food Truck Court is conditioned on it being a temporary use as set forth in this Agreement.

2. **Review of Operations**. City staff shall conduct a review of the Food Truck Court after one (1) full year of operation, and annually thereafter during the term of this Agreement. The review shall evaluate water, sewer, parking, and nuisance impacts including traffic, cleanliness, noise, and lighting. Subject to the vested rights herein, Owner shall make all changes requested by the City to mitigate concerns or issues related to parking and nuisance impacts including traffic, cleanliness, noise, and lighting.

3. **Permanent Bathroom**. Owner shall install an ADA compliant permanent bathroom facility on the Property prior to operation of the Food Truck Court. Temporary bathrooms are allowed until June 1, 2026.

4. **Required Parking**. Owner shall provide no less than sixteen (16) onsite parking stalls, including one (1) ADA accessible stall.

5. **Building Department Compliance**. Owner shall comply with all conditions imposed by the Building Department, including compliance with ADA requirements.

6. **Hours of Operation**. The Food Truck Court shall only allow the sale of food between the hours of 11:00 a.m. and 9:00 p.m., and the Food Truck Court shall close at 9:30 p.m.

7. **Privacy Fence**. Owner shall install and maintain a privacy fence along the east and south property lines, except along the shared property line with the laundromat building.

8. **Prohibition of Generators**. The use of generators on the Property is prohibited.

9. **Oil/Grease Separator**. Owner shall install and maintain an oil/grease separator in compliance with the City's FOG Ordinance, including the provision of an approved wastewater disposal site.

10. **Solid Waste**. Owner shall provide dumpsters enclosed in a manner consistent with the requirements of the C-3 Commercial Zone.

11. **Drainage Swale**. Owner shall reconstruct the drainage swale along the frontage of 100 West to and make other drainage improvements if necessary to address ponding.

12. **Planter Boxes**. Owner shall install six (6) planter boxes along the private portion of the Property frontage, or as otherwise agreed by the City, each measuring three feet by three feet (3' x 3') and containing a small ornamental tree and seasonal flowers. Planter boxes shall not interfere with intersection and driveway visibility triangles.

13. **Lighting**. Any lighting installed on the Property shall comply with the City's Dark Sky Ordinance.

14. **Driveway/Access Location**. Driveway location into the property shall be along 100 West and be located near the south property line to keep the access as far from 100 South as possible.

15. **Property Dedication**. Owner shall dedicate to City a small triangle of property (approximately 110 sq.ft.) needed by City for a future sidewalk radius at the northwest corner of the Property.

16. **Waiver of Requirements**. City agrees to waive the following requirements of the C-3 Commercial Zone:

a. **Brick-and-Mortar Requirement**. City waives the requirements of Heber City Code Section 8-68-608 D-1a, which requires food trucks to be located at an existing brick-and-mortar business.

b. **Landscaping Requirements**. Except as otherwise set forth herein, City waives all landscaping and street tree requirements due to the temporary nature of the use. In lieu of standard landscaping, the entire site will be surfaced with compacted road base and decorative gravel.

c. **Parking Lot Lighting**. City waives all requirements related to parking lot lighting standards. Any lighting installed shall comply with Heber City Code Section 18.78 (dark sky requirements).

d. **Storm Water Design Manual**. City waives compliance with the Heber City Storm Water Design Manual. The ¼-acre site, with minimal impervious surface, will likely not generate greater runoff than the previous single-family residential use.

e. **Street Improvements**. City waives the requirement to expand or improve adjoining streets (100 West and 100 South), including asphalt, sidewalk, curb, or gutter.

17. **Vested Rights.** The Parties intend that this Agreement grants to Owner the temporary right to utilize the Property as a food truck court subject to the terms and conditions in this Agreement. Nothing in this Agreement shall be construed to limit the City's ability to rezone the Property during the term of this Agreement, provided that such rezoning shall not limit or restrict the Owner's rights set forth herein.

18. **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).

19. **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.

19.1 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.

19.2. 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.

19.3. 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**.

19.4 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.

20. **Fees.** Water and sewer usage will be assessed after one full year, and impact fees for water and sewer will paid by Owner if the use exceeds the use of a typical single-family residence (one E.R.U.) for which Owner shall receive a credit for the home that was existing on the parcel. Except for water and sewer impact fees, City shall not require Owner to pay impact fees related to the Food Truck Court. City further agrees to return to Owner any unused portion of the $2,300 escrow fee paid to City by Owner for external services associated with the Development Agreement Application. Owner shall be required to pay all permit fees, building

permit fees, inspection fees, or other fees imposed by the City as set forth in the City Code and the City's consolidated fee schedule.

21. **Entire Agreement**. This Agreement contains the entire agreement between the parties, and no statement, promise or inducement made by either party hereto, or agent of either party hereto which is not contained in this written Agreement shall be valid or binding. 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.

22. **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.

23. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and continue for a period of five (5) years. Unless otherwise agreed between the City and the Owner, the Owner's vested interests and rights contained in this Agreement, including the right to operate the Food Truck Court, expire at the end of the Term, or upon termination of this Agreement, whichever occurs earlier. Owner specifically acknowledges and agrees that the right vested herein are temporary in nature, that the Property will be subject to the zoning and zoning restrictions that have been adopted by the City upon termination of this Agreement, and the uses, structures and other rights granted herein will not be grandfathered after 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.

24. **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.

25. **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.

26. **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 (1) 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

Jared McKean Theler
91-1116 KAI OIO STREET
EWA BEACH, HI 96706-6285

27. **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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **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 and all amendments thereof that otherwise comply with this Section 32. 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.

35. **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.

_____
Jared McKean Theler

STATE OF UTAH)
: ss.
COUNTY OF WASATCH)

On this _____ day of _____, 2025, personally appeared before me **Jared McKean Theler,** who duly acknowledged to me that he executed the foregoing document.

_____
NOTARY PUBLIC

Heber City Council Staff Report

MEETING DATE: 10/7/2025
SUBJECT: Karl Malone Polaris Development Agreement
RESPONSIBLE: Denna Woodbury
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

This item is an action item for a Master Development Agreement for Karl Malone Polaris, an existing business. The applicant would like to enter into a Master Development Agreement to expand the existing business and renovation/reconstruction of parking areas at the current location.

RECOMMENDATION

The Planning Commission had a positive recommendation for this application request. Staff recommends that City Council follows the Planning Commission's recommendation and enter into a Master Development Agreement with Karl Malone Polaris.

BACKGROUND

GC Garcia Inc. has reviewed the request for a Master Development Agreement for Karl Malone Polaris, located at 900 South and Main Street.

The location is an existing business. The applicant is seeking to expand the business and renovate/reconstruct the parking areas at the current location. The project is located on 3.25 acres and is zoned C-2 Commercial.

A Public Hearing was held during the Planning Commission meeting on May 13, 2025. The Planning Commission voted to forward a positive recommendation. There was discussion regarding circulation throughout the site and onto public streets. The adjacent property owner spoke in favor of this application.

DISCUSSION

The applicant is seeking to expand the existing Karl Malone Polaris building and redesign the parking areas. The proposal includes a new addition of 8,060 square feet to the existing building. The proposed addition provides for a new showroom, parts storage, offices, restrooms and an accessories/retail display on the main level. The project also includes additional parts storage on a second level of 1,413 square feet. The total building roof area, including the addition and the existing

building, will be 17,813 square feet. The building height varies with the highest point of the building at 24 feet.in height.

The addition will be constructed of concrete masonry in two colors, harvest gold and buckskin with metal awning accents. The south, east, and west elevations also include cement board lap siding. The existing building will be painted to match the addition.

The parking requirement for existing and new building addition uses is 70 parking spaces which are being provided. Circulation throughout the site will be improved by fencing removal and improved traffic flow on to the public streets.

The reason why the MDA is needed is due to not being able to meet the current codes and standards as outlined below.

SECTION 103 – BUILDING SETBACK:
Project Type A: Buildings shall be set back a minimum of twenty feet (20') and a maximum of forty feet (40') from any public right of way. Sites that utilize a wall sign or blade projecting sign on the wall as the primary sign may have a 10 foot minimum setback from the public right of way upon approval from the Planning Department. (See illustration detail C2B-1 & C2B-2). The proposed does not meet the maximum building setback. The front setback to Main Street is 106.15 feet. The building setback from 100 West is 187.89 feet. The building setback to 1000 South also exceeds 100 feet.

SECTION 107 – PARKING INFRASTRUCTURE:
Location: For buildings along Main Street, all off street parking shall be located to the rear or side of the building. In the case of corner lots, all parking shall have side street access to the parking areas. This side street access shall be established in order to accommodate future growth of the area and allow rear parking from side access points. This standard shall be coordinated with Heber City Planning and the Heber City Engineering department for appropriate short and long range Heber City parking strategies and goals. Parking lots shall be located on the site in a convenient location for patron access to the building. All circulation drives shall be clearly defined and marked appropriately with arrows and the like to assist public circulation into, on and out of the property and through parking lot areas. See Heber City engineering parking standards. The project is proposing parking in front of the building along Main Street. The existing business has parking in this location.

Parking Lot Landscaping: For every third parking aisle, one (1) raised four (4) foot wide landscaped parking island with trees, bounded with high back curb shall be provided, thereby creating separated parking areas to aid in safe and orderly use of the lot and confine vehicular movement to marked drives. Raised or curved circulation islands shall be constructed at the ends of the rows of parking spaces or at other locations where circulation drives intersect. All parking lots with back to back parking areas shall provide a landscaped parking diamond with a tree for every ten (10) parking spaces. (See illustration detail parking diamond) Parking lots shall be bounded with a high back curb unless otherwise approved by the planning commission. The parking areas with the proposed building addition are existing and additional landscaping is not proposed. Existing landscaped areas will be refreshed with rock mulch. There is new landscaping proposed adjacent to the building facing Main Street.

SECTION 108 – SITE FURNISHINGS:
Site Furnishings: Each development shall incorporate site furnishings into the site such as a patio/seating area, pedestrian plaza with benches, window-shopping walkway, play areas, kiosk area, water feature, clock tower, sculpture, bike racks, public art, etc. One site furnishing element shall be required per lot frontage or every 50 feet of frontage, whichever is greater. Site furnishings

shall be reviewed by the Planning Commission and approved by the Planning Department prior to installation. Site furnishings are not proposed with the addition.

18.28.050 Additional Regulations
The following provisions apply within the Commercial Zones
A. For buildings within the C-2 and C-4 zone, a strip of land at least fifteen feet in width adjacent to all public streets shall be landscaped as set forth in Chapter 18.76 of this title except for permitted driveways, except as required by the Heber City C-2 and C-4 Zone Design Standards and Guidelines. The proposed project has existing landscaping and sidewalk improvements, but they do not meet fifteen feet. The existing landscaping and sidewalk will remain.

FISCAL IMPACT

None.

CONCLUSION

Entering into a MDA will allow for the project to expand and improve. refreshing the landscaping and overall project site. The Planning Commission had a positive recommendation for this application request. Staff recommends that City Council follows the Planning Commission's recommendation and enter into a Master Development Agreement with Karl Malone Polaris, subject to the following findings and conditions:

Findings
1. The application is consistent with the Municipal Zoning Code.
2. The application is consistent with the General Plan.
3. The proposed Site Plan shall comply with City ordinances, Federal, State Law, as applicable to the site where the conditional use is located.

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Conditions:
1 All requirements of the City Engineer shall be met.
2. All other Code Requirements shall be met.
3. Applicant and any successors of this project shall comply with all City policies, processes, ordinances, standards, and specifications. Additionally, all Master Planned infrastructure elements on or adjoining the subject property need to be designed and installed by applicant. All City Engineer requirements will need to be satisfied prior to any final development plans being approved. The following are site and infrastructure concerns known at this time that need to be addressed and finalized through the development process: (Please note that the following list is not to be considered all-inclusive and additional concerns may arise as design plans are submitted for review:

1. Design, plan, and pay for any improvements necessary on 1000 South Street to meet current Heber City road cross section standards including commercial driveway approaches.

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** Karl Malone Polaris MDA as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Approve as Amended

I move to **approve** Karl Malone Polaris MDA as amended, as follows.

Alternative 3 - Continue
I move to **continue** the Karl Malone Polaris MDA 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** Karl Malone Polaris MDA with the following findings.

ACCOUNTABILITY

Department: Planning
Staff member: Denna Woodbury, Planning Consultant

EXHIBITS

1. Karl Malone Polaris MDA
2. MALONE POLARIS-Architectural REV
3. MALONE POLARIS-LANDSCAPE REV
4. MALONE POLARIS-CIVIL (3)
5. MALONE POLARIS-LIGHTING
6. Sensitive Lands Analysis
7. Exceptions Needed Through MDA
8. 18.28.050 Additional Regulations
9. Karl Malone Polaris DA for Packet 10.7 - 4922-0549-9246 - 1

WASATCH COUNTY

Karl Malone Polaris MDA

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

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

N

PN

FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"

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DATE: 02.21.2025

A101

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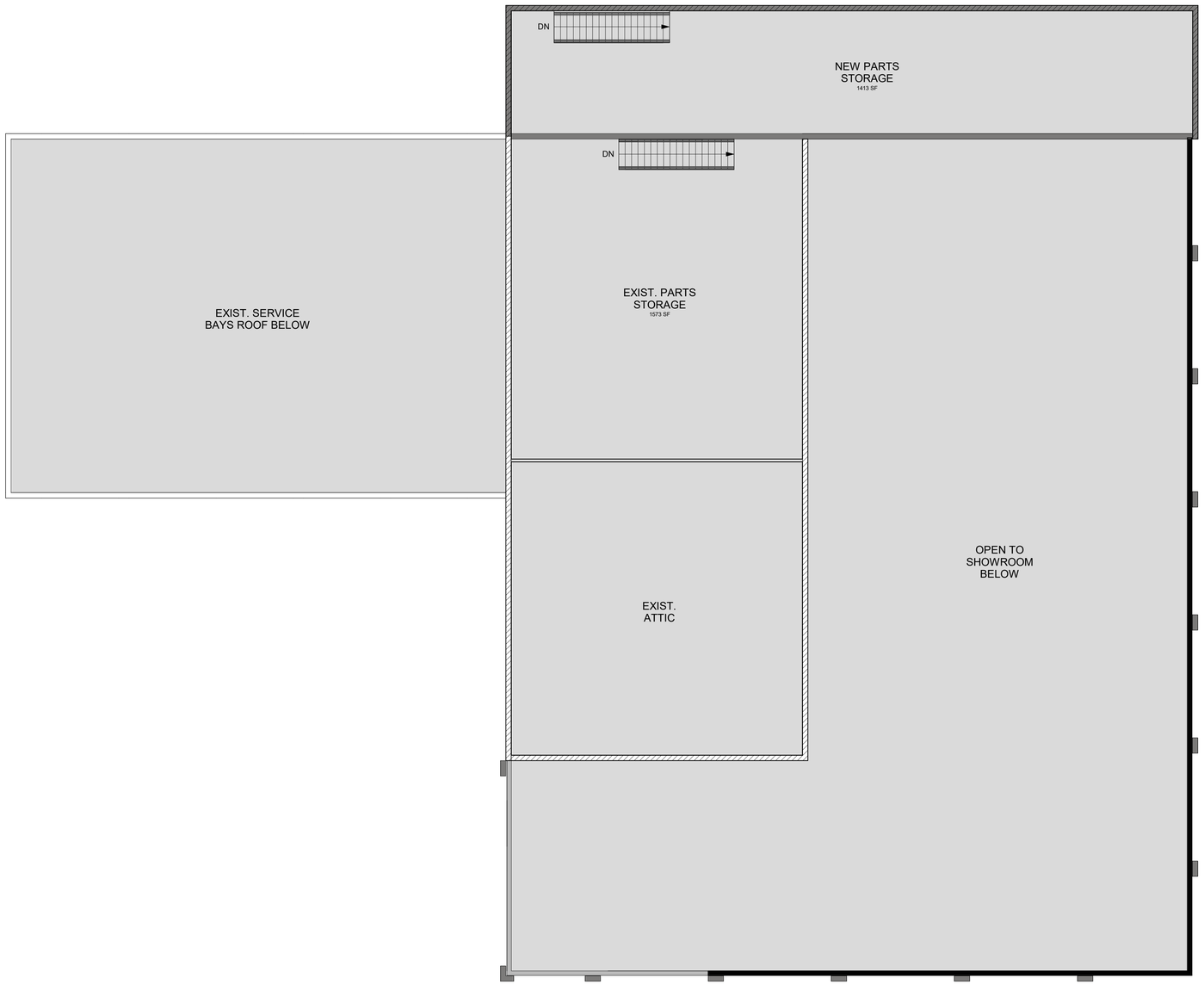

PN

SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"

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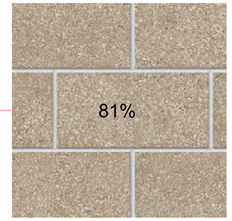
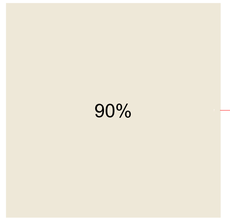
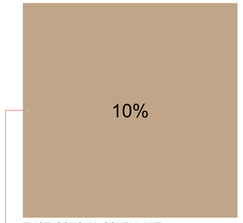
CONC. MASONRY UNIT
MANUF: BASALITE
STYLE: SPLIT FACE
COLOR: HARVEST GOLD



CONC. MASONRY UNIT
MANUF: BASALITE
STYLE: SPLIT FACE
COLOR: BUCKSKIN



EXIST. CONC. MASONRY UNIT
PAINT EXIST.
FIELD COLOR: SW: 'RESTFUL WHITE'



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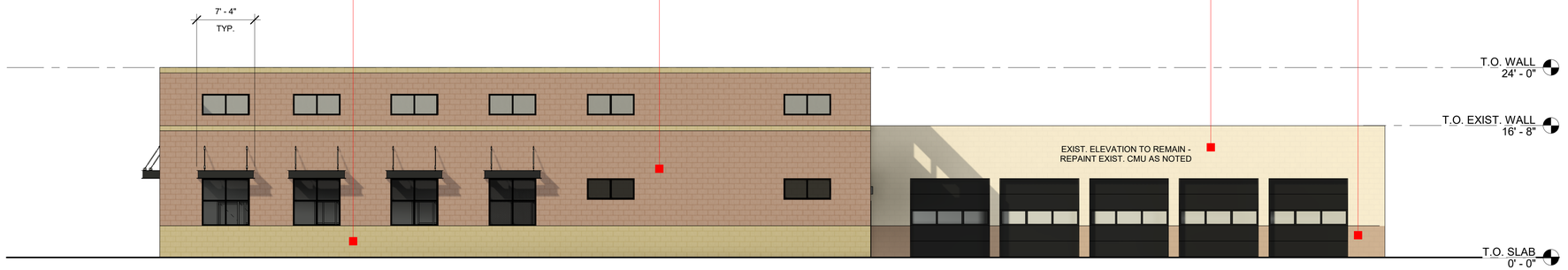
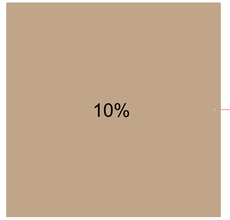
WAINSCOAT COLOR: SW: 'TAMARIND'



NORTH ELEVATION
SCALE: 1/8" = 1'-0"



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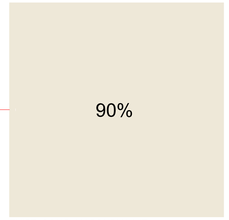
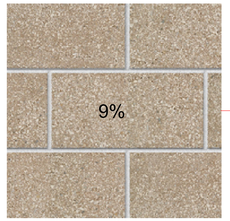


EXIST. CONC. MASONRY UNIT
PAINT EXIST.
FIELD COLOR: SW: 'RESTFUL WHITE'

CONC. MASONRY UNIT
MANUF: BASALITE
STYLE: SPLIT FACE
COLOR: HARVEST GOLD

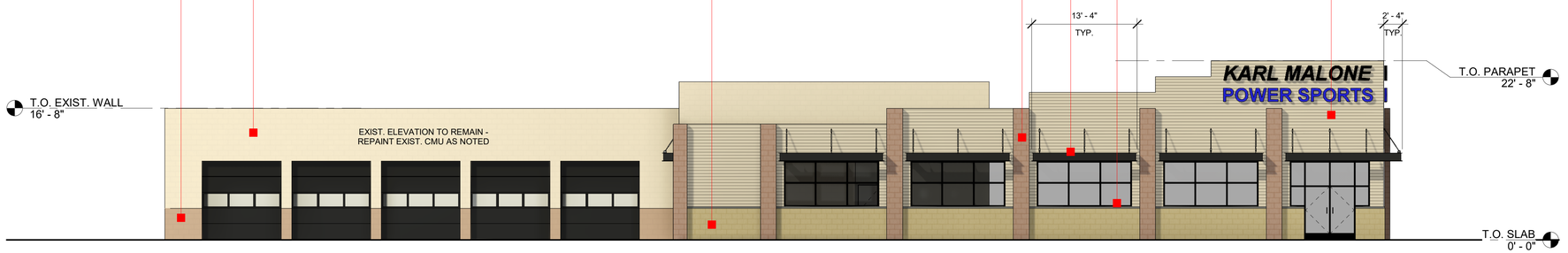


CONC. MASONRY UNIT
MANUF: BASALITE
STYLE: SPLIT FACE
COLOR: BUCKSKIN

WIDE FLANGE STEEL AWNING
COLOR: PAINT BLACK - TYP.

STONE CAP ABOVE THE
CONC. MASONRY UNIT - TYP.

CEMENT BOARD LAP SIDING
MANUF: 'HARDIE BOARD'
STYLE: SELECT CEDARMILL
COLOR: 'NAVAJO BEIGE'



SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

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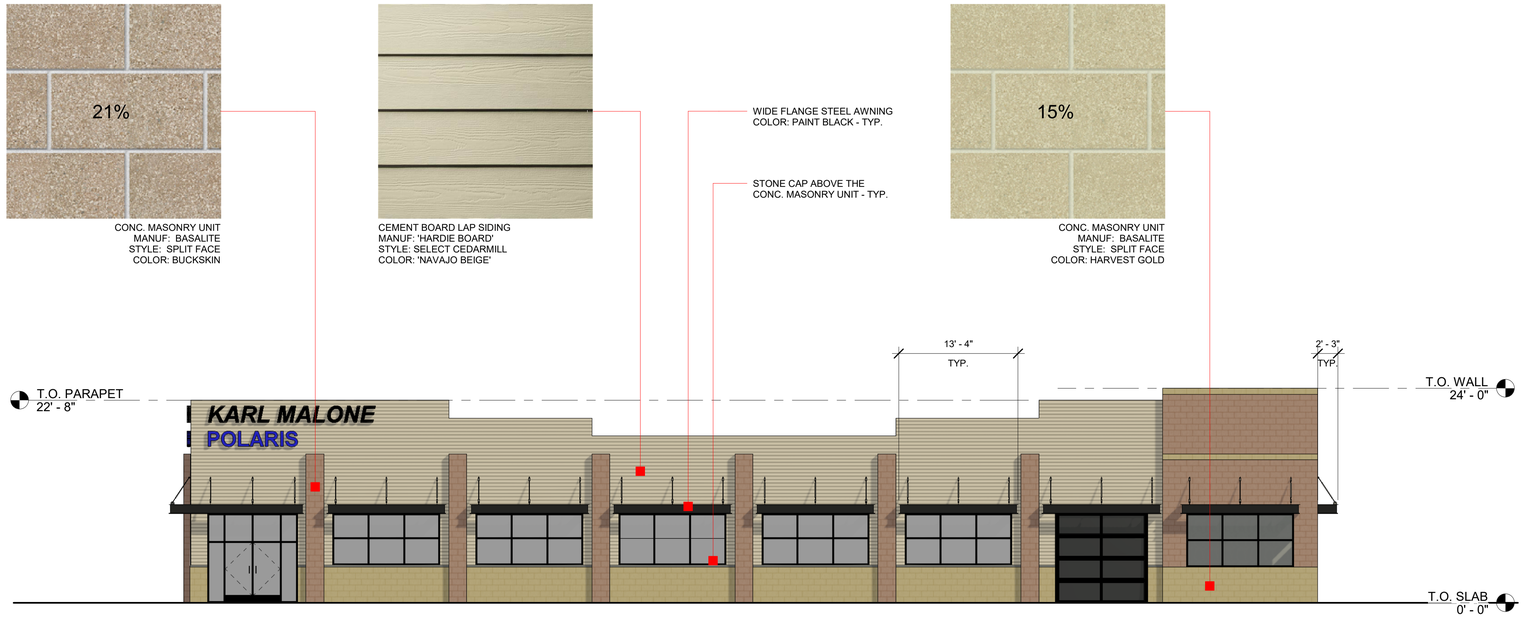
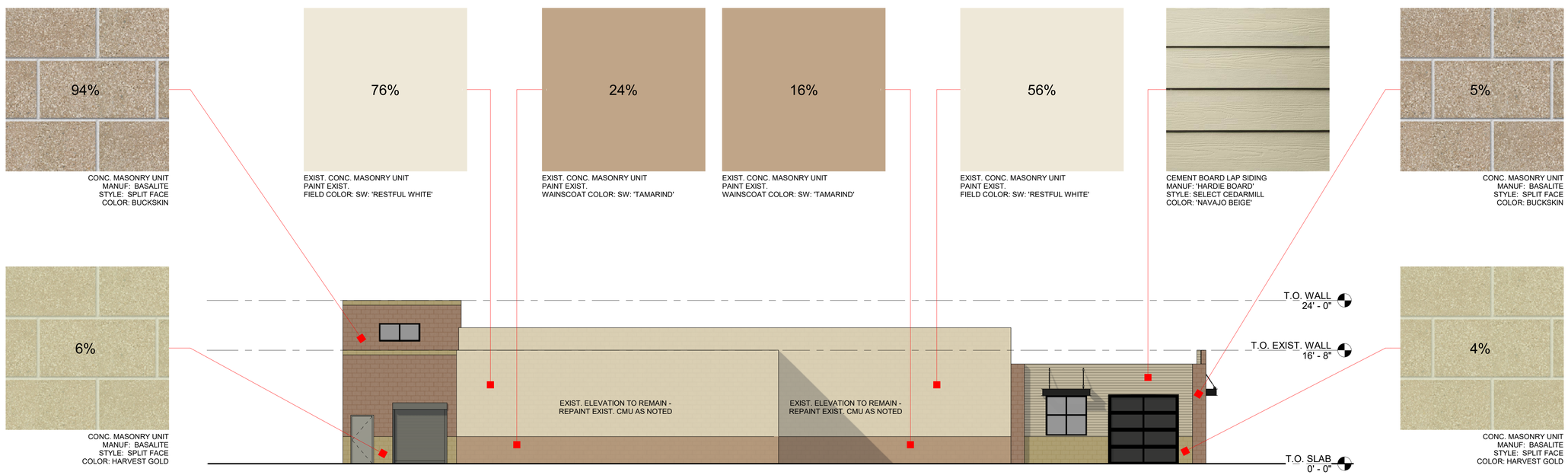


EAST ELEVATION

SCALE: 1/8" = 1'-0"



WEST ELEVATION

SCALE: 1/8" = 1'-0"

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PERSPECTIVE VIEW
SCALE: N.T.S.

PERSPECTIVE VIEW
SCALE: N.T.S.

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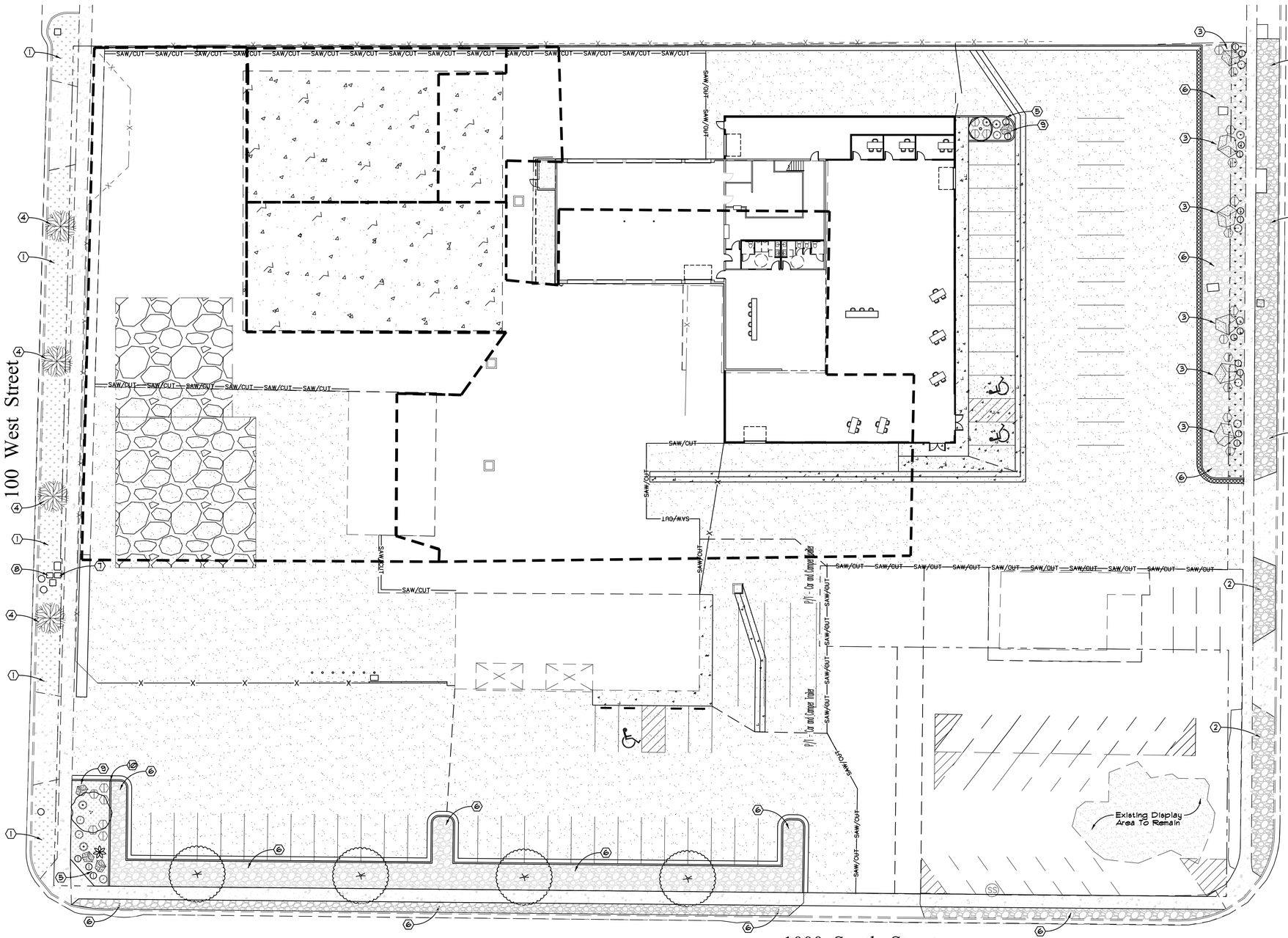
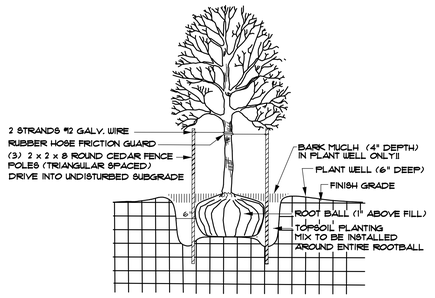
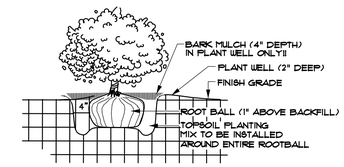
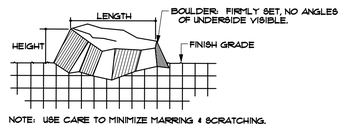




1 / L-1 Tree Planting
N. T. S.



2 / L-1 Shrub Planting
N. T. S.



NOTE: USE CARE TO MINIMIZE MARRING & SCRATCHING.

3 / L-1 Landscape Boulder
N. T. S.

Legend

Symbol	Description	Remarks
1	Existing lawn in park strip to remain and maintained.	Any damage during construction to be repaired to new condition.
2	Existing rock mulch in park strip to remain and maintained.	Any damage during construction to be repaired to new condition.
3	Existing oversized landscape display boulders to remain.	If Owner wants to relocate, install best side / color above grade.
4	Existing street tree (4) Maple to remain and maintained.	Any damage during construction to be treated or install new tree.
5	New planting area with decorative rock to match existing.	Install decorative rock to a 4" depth over weed barrier fabric.
6	New rock area with decorative rock to match existing.	Install decorative rock to a 4" depth over weed barrier fabric.
7	Existing irrigation connection / shut off valve & water filter.	To remain and be expanded per new irrigation plan layout.
8	Existing (4) irrigation control valves & battery controller.	To remain and be expanded per new irrigation plan layout.
9	Landscape boulder / from existing sandstone on-site.	Install reddish boulders from on-site and removed retaining wall.
10	Steel Landscape Edging / 3/16" x 6" Natural Finish	Install edging in straight lines & between rock & planting areas.

Plant List (TREES)

Quan.	Symbol	Botanical Name	Common Name	Size	Remarks
1		Acer plat. 'Crimson Sentry'	Crimson Sentry Maple	3" Caliper 8'-10' Height	Full Throughout Specimen
4		Fraxinus amer. 'Autumn Purple'	Autumn Purple Ash	3" Caliper 10'-12' Height	Full Head Crown Straight Trunk
1		Malus x. 'Spring Snow'	Spring Snow Fruitless Crab	3" Caliper 8'-10' Height	Full Head Crown Straight Trunk

Plant List (SHRUBS/GRASSES/PERENNIALS)

Quan.	Symbol	Botanical Name	Common Name	Size	Remarks
21		Calamagrostis a. 'Karl Foerster'	K. Foerster Feather Grass	5 Gallon	24"-30" Height
4		Pinus mugo mughus 'Slowmound'	Slowmound Dw. Mugo Pine	5 Gallon	18"-24" Spread
10		Potentilla frut. 'Gold Finger'	Gold Finger Cinquefoil	5 Gallon	15"-18" Height
1		Prunus cistena	Cistena Plum	5 Gallon	24"-30" Height
17		Nepeta 'Walker's Low'	Walker's Low Catmint	1 Gallon	Full Can

Planting Notes

1. All planting areas shall receive an 4 inch depth of topsoil. If topsoil is not available at the site, it must be imported from an approved local source. All topsoil shall be of a sandy loam consistency. Provide a chemical analysis of all topsoil for approval.
2. All plant material holes shall be dug twice the diameter of the rootball and 6 inches deeper. Excavated material shall be removed from the site.
3. Plant backfill mixture shall be composed of 3 parts topsoil to 1 part humus additive (Soil Pep/or equal), and shall be rotary mixed on-site prior to installation.
4. Plant fertilizer shall be 'Agriform' brand 21 gram tablets used as per manufacturers recommendations.
5. Upon completion of planting operations, all shrub pits and tree wells shall receive a 4 inch depth of shredded bark mulch mixture as a cover. The overall shrub beds themselves (beyond plant wells) shall receive a 4" depth of decorative rock surfacing as specified over Pro-5 weed barrier fabric.
6. In decorative stone beds, cut the fabric from around the water well of each plant, then apply fine ground bark inside water well. The remainder of the planter bed shall receive the depth of decorative rock.
7. The contractor shall comply with all warranties and guarantees set forth by the Owner, and in no case shall that period be less than one year following the date of completion and final acceptance.
8. The landscape contractor, at all times, shall have personnel on-site experienced in being able to interpret the drawings correctly, and accurately measure the design layout using the specified scale.
9. The contractor shall verify the exact location of all existing and proposed utilities, and all site conditions prior to beginning work. The contractor shall coordinate his work with the project manager and all other contractors working on the site.
10. The contractor shall provide all materials, labor and equipment required for the proper completion of all landscape work as specified and shown on the drawings.

Sub-Grade Requirements

1. PLANTING AREAS : Eight (8) inches below finish grade. This will allow for the installation of a four inch depth of topsoil along with a four inch depth of bark mulch or decorative stone over the weed barrier fabric, leaving it slightly below finish grade and concrete areas.
2. ROCK ONLY AREAS : Five (5) inches below finish grade. This will allow for the installation of a four inch depth of decorative stone over the weed barrier fabric, leaving it slightly below finish grade and concrete areas.
3. SUB-GRADE COORDINATION : The Landscape contractor shall meet early on in the construction process with the site grading contractor, in order to ensure that all sub-grades, prior to final topsoil placement, are provided. Any discrepancies or questions shall be discussed and resolved at that time. Landscape operations shall not begin until the specified sub-grade elevations have been provided.

Submittal Requirements

1. The contractor shall provide to the Owner/Engineer product samples of all landscape materials such as boulders, decorative stone, bark mulches, weed barrier fabric, soil ammendments & import topsoil in order to obtain approval to be used on the project, and prior to shipment to the site. Failure to provide this in a timely manner will in no way affect or delay the construction schedule and time for project completion.
2. All plant materials shall be secured for the project a minimum of 60 days prior to shipment to the site. The contractor shall provide to the Owner/Engineer written confirmation of this a minimum of 30 days prior to planting of the project. No substitutions will be considered following this time period.

Blue Stakes of Utah 811 — Bluestakes.org

0 20 40
Scale in Feet : 1"=20'-0"

N

Landscape Architect
RDL Design Company, Inc.
1020 East Yale Avenue
Salt Lake City, Utah 84105
Phone : 801-647-3114
Email : rdldesign@comcast.net

NO.	REVISIONS	BY	DATE

PROJECT ENGINEER: LR DESIGNER: LR

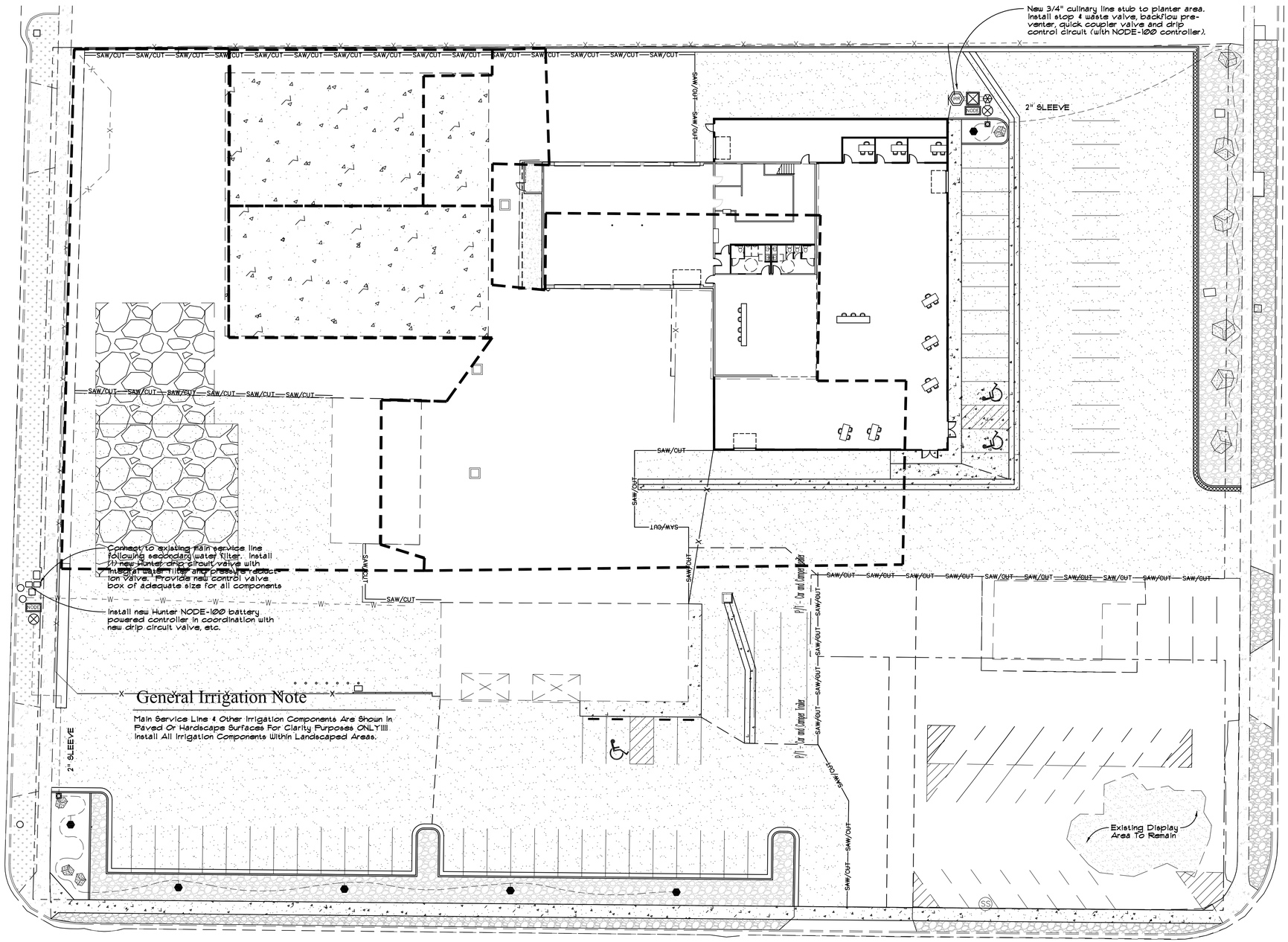
LEGEND ENGINEERING
52 WEST 100 NORTH
HEBER CITY, UT 84032
PHONE: 435-654-4828
www.legendengineering.com

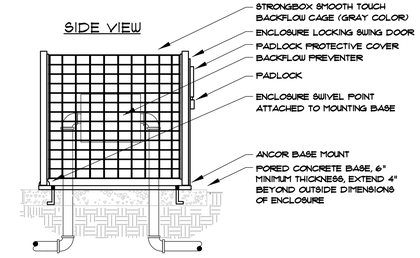
KARL MALONE POLARIS
LANDSCAPE PLAN
44 W. 1000 S., HEBER CITY, UTAH 84032

STATE OF UTAH — LICENSED LANDSCAPE ARCHITECT — 02-13-25

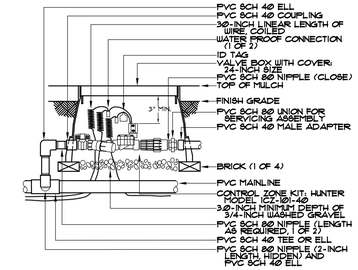
SHEET: L-1

DATE: FEB. 13, 2025

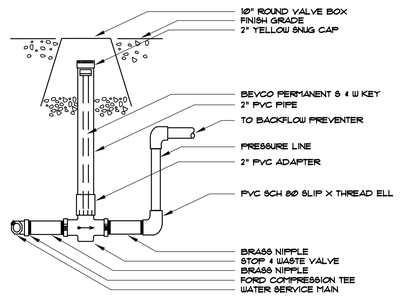




1 L-2 Backflow Preventer Enclosure
N. T. S.



2 L-2 Xerigation Control Zone Kit
N. T. S.



3 L-2 Stop & Waste Valve
N. T. S.

Sprinkler List

Symbol	Model-Number	Description	Remarks
●	Tree Location	Hunter HDL-COP Dripline	Provide Emitter Rings As Required
▨	Hunter Or Equal	PVC To PE Pipe Connection	Install Within All Planting Areas As Shown
⊗	Hunter ICZ-101-40	Drip Control Zone Kit	1" Size In Valve Box With Gravel Sump
⊛	Hunter HQ-3-RC	Quick Coupler Valve	3/4" Size In Valve Box With Gravel Sump
NODE	Hunter NODE-100	Battery Powered Controller	1 Station Controller With Solenoid
MW	Mueller Orseal Mark II	Stop & Waste Valve	3/4" Size / Install Inside Curb Box
▨	Zurn-Wilkins 34-375	Reduced Pressure Backflow	3/4" / Install Above Grade Per Code
═══	Schedule 40 PVC	Main Service Line	1" Size Throughout
-----	Schedule 40 PVC	Lateral Circuit Line / Plants	Pipe Size As Required / 3/4" Min. Size

Sprinkler Notes

1. All main service lines and pipe sleeving shall be buried minimum 18 inches below finish grade, all lateral circuit lines minimum 12 inches below finish grade. Backfill all lines with sand or lump free soil. All clean material shall be settled and compacted to proper finish grade. All piping shall be capable of winterization by the use of compressed air / "Blown Out".
2. All control valves and quick coupler valves shall be installed in fiberglass control boxes with bolt down lids. Washed gravel shall be installed in the box bottom to a depth of 8 inches.
3. Control valve wire shall be #14 single conductor white for the common wire, and #14 single conductor for the hot wire. Use red for the hot wire on all "lawn" control valve zones (if used), green for "drip" zones and blue (1) as a spare along the main service line. Spare wires shall be "home run" to the controller. All wiring shall be UF UL rated. All connections shall be made with water tight connectors, and contained in control valve boxes. Provide 36" extra wire length at each remote control valve in valve box. Install control wiring with service line where possible, taped to the underside of the pipe at regular intervals. Provide slack in control wires at all changes in direction.
4. All sprinkler lines passing under paved and other hard surfaces shall be installed in schedule 40 pvc sleevings a minimum of two sizes larger than the pipe size to pass through it. The sleeve depth shall be the same as the deepest pipe to pass through.
5. Upon completion of the installation, provide the Owner with a complete set of "As-Built" drawings showing any and all deviations from the original plans. It shall also show the locations of main service lines, control valves, wire routes, and manual drain valves.
6. It shall be the responsibility of the sprinkler contractor to demonstrate to the Owner the proper winterization and start-up procedures for the entire system prior to final payment.
7. The contractor shall comply with all state and local plumbing codes, and shall honor all warranties and guarantees set forth by the Owner.

General Notes

1. The contractor shall verify the exact location of all existing and proposed utilities, and all site conditions prior to beginning construction. The contractor shall coordinate their work with the project manager and all other contractors working on the site.
2. The contractor shall verify the exact location and size of the irrigation waterline stub, and the available water pressure at the point of connection. Any conflicts from what is shown on the plans shall be brought to the attention of the engineer for a resolution.
3. The contractor shall be responsible for the installation of all irrigation sleevings under paving and other hard surface areas, whether shown on the plan, or required otherwise, including any electrical conduits.
4. The contractor shall provide all materials, labor and equipment required for the proper completion of all irrigation work as specified and shown on the drawings.

Submittal Requirements

1. The contractor shall provide to the Owner/Engineer product data sheets of all irrigation materials such as control valves, control wire, quick coupler valves, control valve boxes, controller(s), pvc piping, drip tube piping, drip emitters & backflow prevention devices in order to obtain approval to be used on the project, and prior to any shipment to the site. Failure to provide this in a timely manner will in no way affect or delay the construction schedule and time for project completion.
2. All irrigation materials shall be located for the project a minimum of 60 days prior to shipment to the site. The contractor shall provide to the Owner/Engineer written confirmation of this a minimum of 30 days prior to beginning work on the project. No substitutions will be considered following this time period.

Blue Stakes of Utah 811 — Bluestakes.org

N

0 20 40

Scale in Feet : 1"=20'-0"

Landscape Architect
RDL Design Company, Inc.
1020 East Yale Avenue
Salt Lake City, Utah 84105
Phone : 801-647-3114
Email : rdldesign@comcast.net

NO.	REVISIONS	BY	DATE

PROJECT ENGINEER: LR DESIGNER: LR

LEGEND ENGINEERING
52 WEST 100 NORTH
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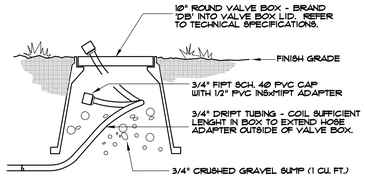
KARL MALONE POLARIS
IRRIGATION PLAN
44 W. 1000 S., HEBER CITY, UTAH 84032

STATE OF UTAH — LICENSED LANDSCAPE ARCHITECT — 7762360 — 02-13-25

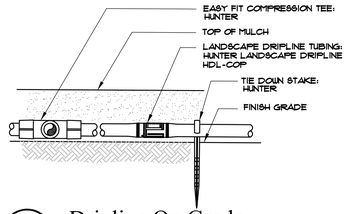
SHEET: L-2

DATE: FEB. 13, 2025



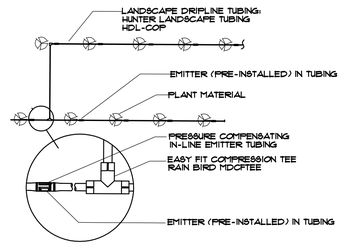
1 L-3 Compression Flush Cap

N. T. S.



2 L-3 Dripline On Grade

N. T. S.



3 L-3 Dripline At Shrubs

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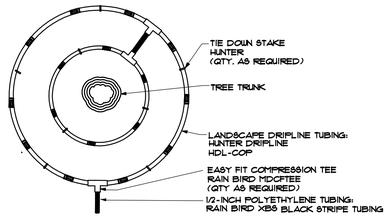
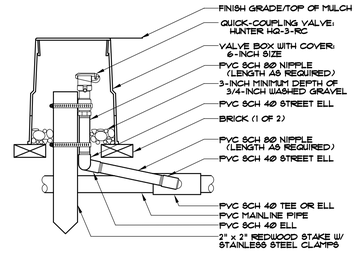


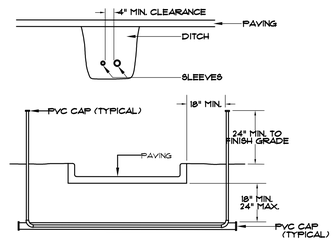
4 L-3 Dripline At Trees

N. T. S.



5 L-3 Quick Coupling Valve

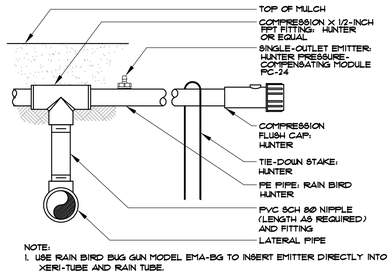
N. T. S.



NOTES:
1. ALL PVC IRRIGATION SLEEVES TO BE SCHEDULE 40 PVC PIPE.
2. ALL JOINTS TO BE SOLVENT WELDED AND WATERTIGHT.
3. WHERE THERE IS MORE THAN ONE SLEEVE, EXTEND THE SMALLER SLEEVE TO 24-INCHES MINIMUM ABOVE FINISH GRADE.
4. MECHANICALLY TAMP TO 95% PROCTOR.

6 L-3 Sleeving

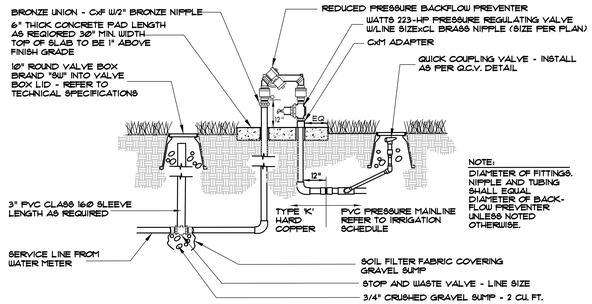
N. T. S.



NOTE:
1. USE RAIN BIRD BUG GUN MODEL EMA-BG TO INSERT EMITTER DIRECTLY INTO XERI-TUBE AND RAIN TUBE.

7 L-3 PVC To PE Pipe Connection

N. T. S.



8 L-2 Backflow Prevention Device

N. T. S.

LEGEND ENGINEERING
52 WEST 100 NORTH
HEBER CITY, UT 84032
PHONE: 435-654-4828
www.legendengineering.com

NO.	REVISIONS	BY	DATE

PROJECT ENGINEER: LR DESIGNER: LR

KARL MALONE POLARIS
IRRIGATION DETAILS
44 W. 1000 S., HEBER CITY, UTAH 84032

Blue Stakes of UTAH 811 Bluestakes.org

N

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Scale in Feet : 1"=20'-0"

Landscape Architect
RDL Design Company, Inc.
1020 East Yale Avenue
Salt Lake City, Utah 84105
Phone : 801-647-3114
Email : rdldesign@comcast.net

STATE OF UTAH ROBERTA LEE DAVIS 170280 02-13-25 LICENSED LANDSCAPE ARCHITECT

SHEET: L-3

DATE: FEB. 13, 2025

KARL MALONE POLARIS
44 W 1000 S
HEBER CITY, UTAH 84032

A. TYPICAL:

1. Contractor assumes all responsibility for job site conditions during construction of this project, including the safety and well–being of all persons and property. This responsibility shall apply continuously and not be limited to normal working hours.
2. Contractor shall obtain all applicable permits and/or written agreements necessary to complete the work.
3. City owned water valves may be operated only by City staff. Opening, closing or tampering with a City water valve without permission of the City public works department is a Class B misdemeanor punishable by up to six months in jail and a $1,000 fine.
4. Contractor shall schedule a pre–construction meeting with the City.s Engineering Department at least 5 business days prior to the start of construction. Contractor must attend and bring one set of the Acknowledged construction drawings and a copy of the current Heber City Standard Specifications and Drawings Manual (available at heberut.gov).
5. Contractor shall have in possession and on–site at all times one copy of the current acknowledged construction plans stamped, signed, and dated by the Engineer of Record, the Applicant, and the City.
6. Developer.s Engineers (Civil and Geotechnical) shall perform sufficient inspections and surveys during grading and construction to render an opinion in writing as to adherence to the accepted plans and compliance with Heber City Standard Specifications and Drawings Manual.
7. Any work done in the absence of an inspector.s approval shall be subject to rejection. All underground GPS data must be collected by a City representative prior to backfill. Inspectors may request the contractor to expose work that has been backfilled without prior inspection or collection of GPS data. All such rework shall be completed at the Developer.s or Owner.s expense.
8. Survey monuments must be installed in accordance with the current Heber City and Wasatch County Surveyor.s Office requirements.
9. All disturbed property survey markers shall be reset in their original locations upon completion of all construction activities.
10. Contractor shall provide all traffic control which must conform to the current MUTCD. Provide site–specific Traffic Control Plans [prepared by an American Traffic Safety Services Association (ATSSA) or AGC–Certified Individual] prior to installation of any traffic control device. Traffic Control Plans must be Accepted by the City prior to implementation and before any shoulder, lane, or street closure.

B. TRENCHES AND UTILITIES

1. Trenches shall be completed and restored per City Standard Drawing UTIL–1.
2. Pothole existing utilities in accordance with City Standard Drawing UTIL–5.
3. Contractor is responsible to locate, avoid, protect, and repair all utilities encountered during construction, whether or not they are shown on the plans. Locations of underground utilities shown on plans are approximate and require field verification by Contractor.
4. All trenches within public right–of–way must be backfilled or securely plated during nonworking hours. Trenches outside these areas shall be back–filled or protected by approved temporary fencing and/or barricades during non–working hours. Trenches in the roadway must be backfilled, compacted, and paved within 48 hours of road–cut. Paint striping shall be replaced in accordance to City Standards within 48–hours of restoration of pavement.

INDEX

C-0 Cover Sheet
C-1 Demolition Plan
C-2 Site Plan
C-3 Grading Plan
C-4 Utility Plan
C-5 Details
C-5.1 Details

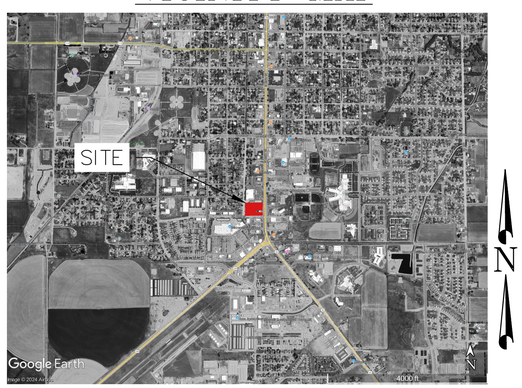
OWNER
KMAM REAL ESTATE
DAVID HICKS
11453 S LONE PEAK PKWY
DRAPER, UTAH 84020
(801) 755–8334

CIVIL ENGINEER
LEGEND ENGINEERING
CAL JOHNSON
52 WEST 100 NORTH
HEBER CITY, UTAH 84032
(435) 654–4828

ARCHITECT
BLISS ARCHITECTURE
ERRIN BLISS
126 SOUTH MAIN ST, SUITE B1
HAILEY, IDAHO 83333
(208) 721–7424

SURVEYOR
ELEMENT LAND SURVEYING
CHAD A ANDERSON
2296 SOUTH 270 EAST
HEBER, UTAH 84032
(801) 592–5975

VICINITY MAP



LEGEND & ABBREVIATION TABLE

R.O.W./PROPERTY LINE		INVERT ELEVATION	IE
EASEMENT LINE		TOP BACK CURB	TBC
CENTER LINE		TOP ASPHALT	TA
PROPOSED TRAIL		TOP OF GRATE	TOG
PROPOSED WATER LINE	W W	FINISHED GRADE	FG
PROPOSED PRESSURIZED IRRIGATION	PI PI	TOP OF CONCRETE	TC
PROPOSED SEWER LINE	SS SS	HIGH WATER ELEVATION	HWE
PROPOSED STORM DRAIN LINE	SD SD	CATCH BASIN	
EXISTING SEWER LINE	-SS- -SS-	EXISTING STREET LIGHT	
EXISTING WATER LINE	-W- -W-	STORM DRAIN MANHOLE	SD
EXISTING STORM DRAIN LINE	-SD- -SD-	EXISTING FIRE HYDRANT	
EXISTING CONTOUR	4960	EXISTING WATER VALVE	WV
FINISHED CONTOUR	4947.00	EXISTING WATER METER	WM
		EXISTING SEWER MANHOLE	SS
		PROPOSED FIRE HYDRANT	
EXISTING CURB AND GUTTER		PROPOSED WATER VALVE	
PROPOSED CURB AND GUTTER		PROPOSED WATER METER	WM
		PROPOSED SEWER CLEANOUT	C
		PROPOSED SEWER MANHOLE	S

NO.	REVISIONS	BY	DATE

ENGINEER: CJ CHECKED BY: LR

LEGEND ENGINEERING
52 WEST 100 NORTH
HEBER CITY, UT 84032
PHONE: 435–654–4828
www.legendengineering.com

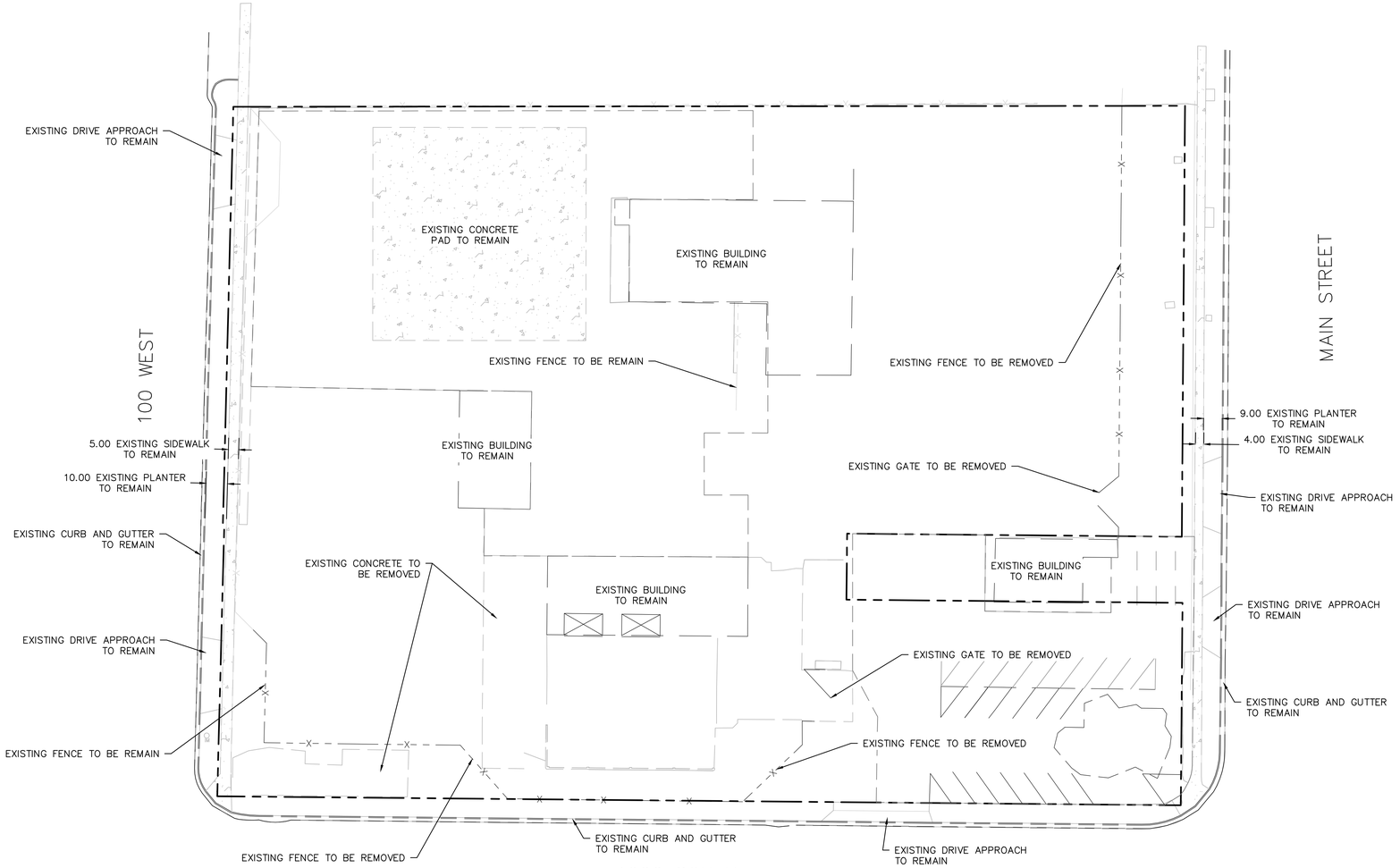
KARL MALONE POLARIS
COVER SHEET
44 W 1000 S, HEBER CITY, UTAH 84032

PROFESSIONAL ENGINEER
No. 11316562-2202
CALVIN S JOHNSON
STATE OF UTAH

SHEET: C-0

FINAL PLAN REVIEW

DATE: 4/9/2025



LEGEND

- LOT LINES (PROPERTY)
- EXISTING CURB AND GUTTER
- PROPOSED CURB AND GUTTER
- SETBACK LINE
- EXISTING FENCE
- LANDSCAPE AREA
- CONCRETE AREA

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

811

N

0 30 60 90
1" = 30'
Scale in Feet

CITY ENGINEER ACCEPTANCE

SIGNATURE DATE

NO.	REVISIONS	BY	DATE

ENGINEER: CJ CHECKED BY: LR

LEGEND ENGINEERING
52 WEST 100 NORTH
HEBER CITY, UT 84032
PHONE: 435-654-4828
www.legendengineering.com

KARL MALONE POLARIS
DEMOLITION PLAN
44 W 1000 S, HEBER CITY, UTAH 84032

PROFESSIONAL ENGINEER
No. 11316562-2202
CALVIN S JOHNSON
STATE OF UTAH

SHEET: C-1

FINAL PLAN REVIEW

DATE: 4/9/2025

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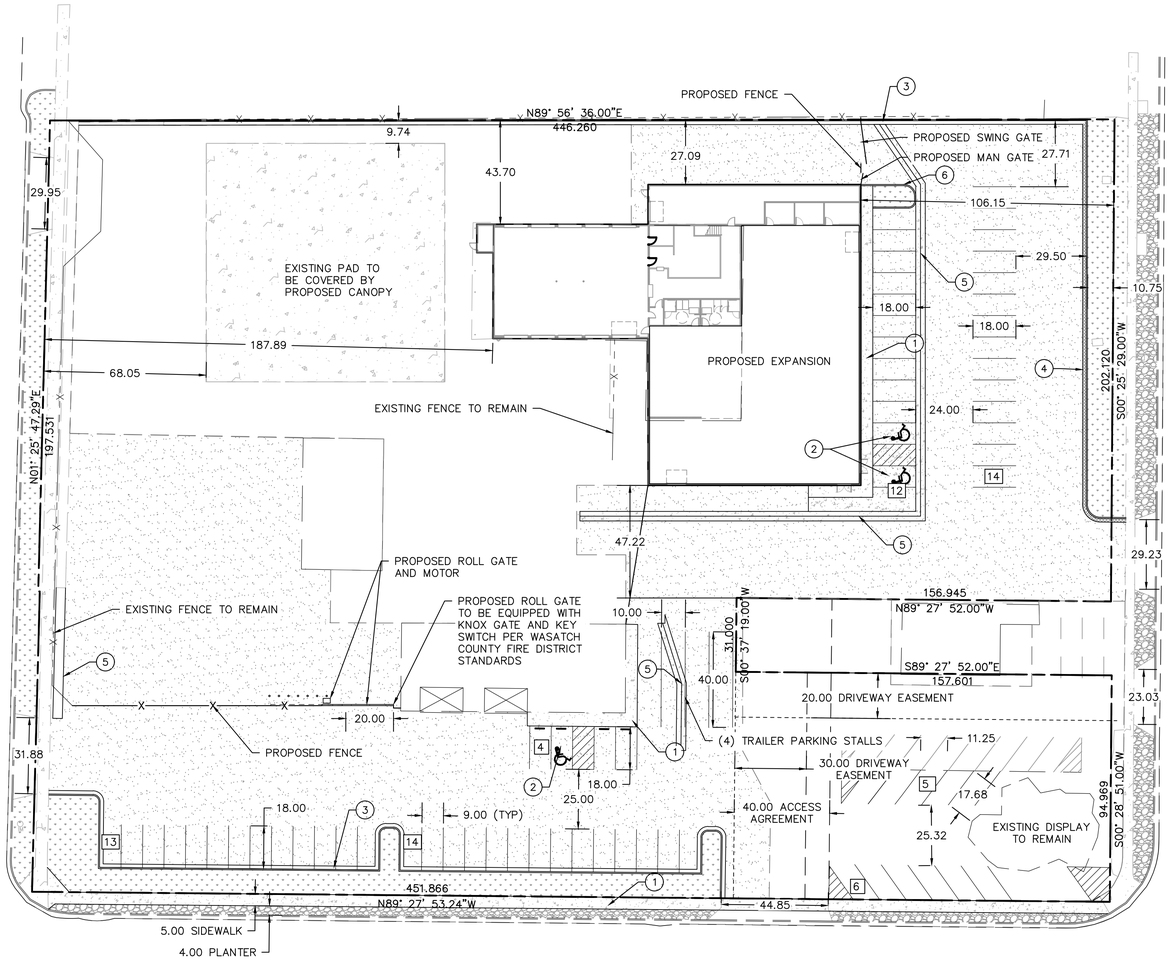

LEGEND

- LOT LINES (PROPERTY)
- EXISTING CURB AND GUTTER
- PROPOSED CURB AND GUTTER
- SETBACK LINE
- EXISTING FENCE
- LANDSCAPE AREA
- CONCRETE AREA
- ASPHALT AREA
- EXISTING ASPHALT AREA
- REVERSE PAN CURB AND GUTTER

SITE DATA

LOT AREA:	141,406	SF (3.25 ACRES)
BUILDING ROOF AREA:	17,813	SF± 12.6%
CANOPY AREA:	9,995	SF± 7.1%
PAVEMENT AREA:	107,496	SF± 76.0%
LANDSCAPE AREA:	6,102	SF± 4.3%

BUILDING DATA

ZONE: C-2 (COMMERCIAL ZONE)
CONSTRUCTION TYPE: V-B
NON-SPRINKLED
FLOOR AREA: 17,525 SF

PARKING TABULATION

REQUIRED: 4 PER 1,000 SF RETAIL STORES/SERVICE SHOPS
REQUIRED: 70 STALLS (17,485 SF/200 = 70 STALLS)
PROVIDED: 70 STALLS
3 ADA STALLS

SITE DESIGN NOTES:

1. PROPOSED SIDEWALK PER HEBER CITY STANDARD DRAWING STREETS-4.
2. ALL ADA STALLS AND RAMPS TO BE INSTALLED PER ADA STANDARDS.
3. PROPOSED CURB & GUTTER PER HEBER CITY STANDARD DRAWING STREETS-4.
4. PROPOSED REVERSE PAN CURB AND GUTTER PER DETAIL 1.
5. PROPOSED 4' WATERWAY PER HEBER CITY STANDARD DRAWING STREETS-4.
6. PROPOSED CURB & GUTTER PER APWA PLAN 205 TYPE P.

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

GENERAL NOTES:

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

811

N

0 30 60 90
1" = 30'
Scale in Feet

CITY ENGINEER ACCEPTANCE

SIGNATURE DATE

NO.	REVISIONS	BY	DATE

ENGINEER: CJ CHECKED BY: LR

LEGEND ENGINEERING
52 WEST 100 NORTH
HEBER CITY, UT 84032
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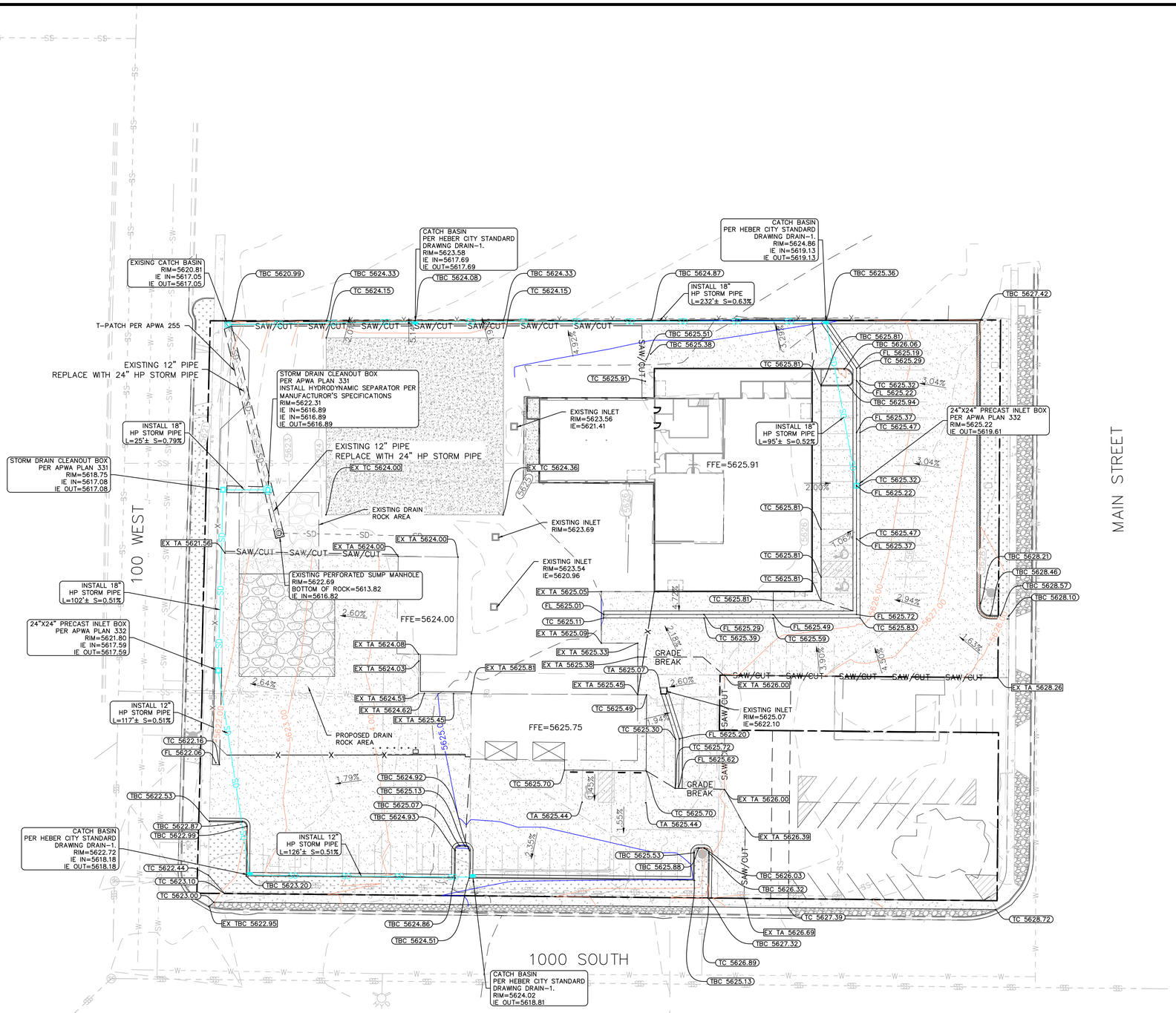
SITE PLAN
44 W 1000 S, HEBER CITY, UTAH 84032

PROFESSIONAL ENGINEER
No. 11316562-2202
CALVIN S JOHNSON
STATE OF UTAH

SHEET: C-2

FINAL PLAN REVIEW

DATE: 4/9/2025



LEGEND

LOT LINES (PROPERTY)	
EXISTING CURB AND GUTTER	
PROPOSED CURB AND GUTTER	
PROPOSED STORM DRAIN LINE	SD
EXISTING STORM DRAIN LINE	-SD-
PROPOSED SEWER LINE	SS
EXISTING SEWER LINE	-SS-
PROPOSED WATER LINE	W
EXISTING WATER LINE	-W-
EXISTING FENCE	-X-
GRADE BREAK	GRADE BREAK
FINISH GRADE CONTOUR LINES	4960
EXISTING GRADE CONTOUR LINES	4960
FINISH GRADE SLOPE	SLOPE
GRADE BREAK	GB
INVERT ELEVATION	IE
TOP OF GRATE	TOG
TOP OF ASPHALT	TA
TOP BACK OF CURB	TBC
PROPOSED	PROP
EXISTING	EX
FINISHED GRADE	FG
FINISHED FLOOR ELEVATION	FFE
BACK OF SIDEWALK	BOW
LANDSCAPE AREA	
CONCRETE AREA	

I HEREBY CERTIFY THAT THIS DESIGN FOR THE MANAGEMENT OF STORM WATER OF THIS DEVELOPMENT WAS PREPARED BY ME, OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH THE PROVISIONS OF HEBER CITY'S DRAINAGE MANUAL AND STANDARD SPECIFICATIONS AND DRAWINGS, AND WAS DESIGNED TO COMPLY WITH THE PROVISIONS THEREOF. I UNDERSTAND THE CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THIS REPORT.

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

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

CITY ENGINEER ACCEPTANCE

SIGNATURE DATE

811

N

0 30 60 90

1" = 30'
Scale in Feet

NO.	REVISIONS	BY	DATE

ENGINEER: CJ CHECKED BY: LR

LEGEND ENGINEERING
52 WEST 100 NORTH
HEBER CITY, UT 84032
PHONE: 435-654-4828
www.legendengineering.com

KARL MALONE POLARIS
GRADING AND DRAINAGE PLAN
44 W 1000 S, HEBER CITY, UTAH 84032

PROFESSIONAL ENGINEER
No. 11316562-2202
CALVIN S JOHNSON
STATE OF UTAH

SHEET: C-3

DATE: 4/9/2025

FINAL PLAN REVIEW

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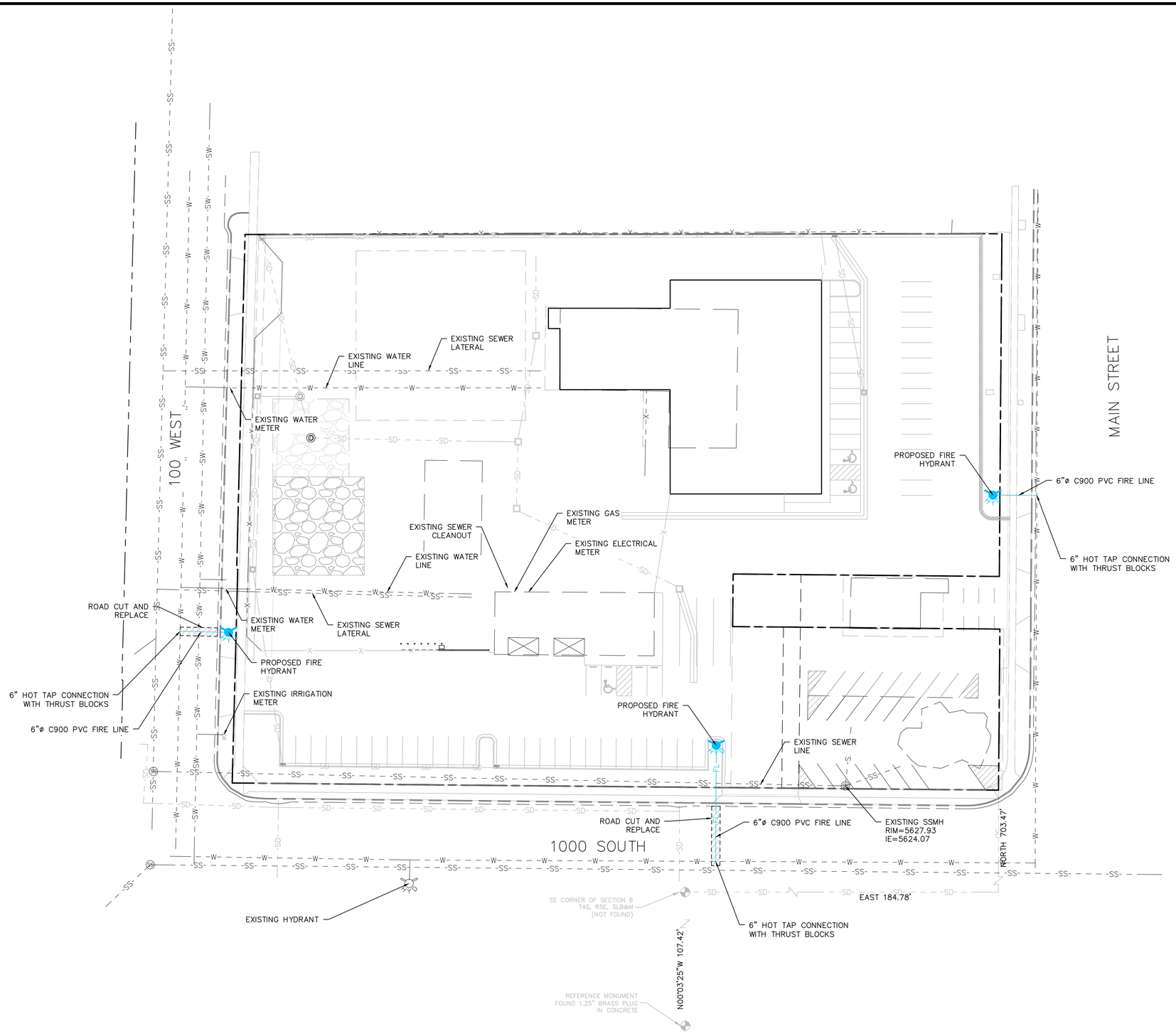

LEGEND

PROPERTY/ROW LINE	
EXISTING CURB AND GUTTER	
PROPOSED CURB AND GUTTER	
PROPOSED STORM DRAIN LINE	SD
EXISTING STORM DRAIN LINE	SD
PROPOSED SEWER LINE	SS
EXISTING SEWER LINE	SS
PROPOSED WATER LINE	W
EXISTING WATER LINE	W
EXISTING GAS LINE	G
INVERT ELEVATION	IE
PROPOSED	PROP
FINISHED FLOOR ELEVATION	FFE
EXISTING FIRE HYDRANT	
EXISTING WATER VALVE	
EXISTING WATER METER	WM
EXISTING SEWER MANHOLE	S
PROPOSED FIRE HYDRANT	
PROPOSED WATER VALVE	
PROPOSED WATER METER	WM
PROPOSED SEWER CLEANOUT	
PROPOSED SEWER MANHOLE	S

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CITY ENGINEER ACCEPTANCE

SIGNATURE _____ DATE _____

0 30 60 90
1" = 30'
Scale in Feet

NO.	REVISIONS	BY	DATE

ENGINEER: LR CHECKED BY: LR

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PROFESSIONAL ENGINEER
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CALVIN S JOHNSON
STATE OF UTAH

SHEET: C-4

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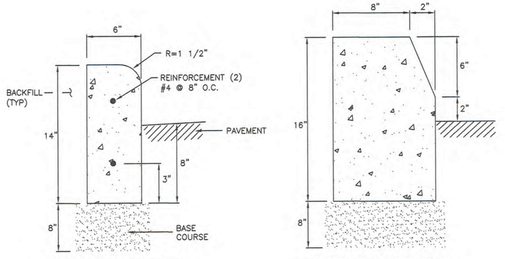

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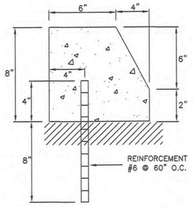
Type Q



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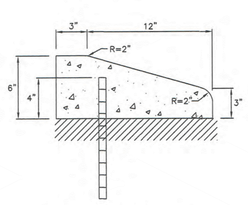

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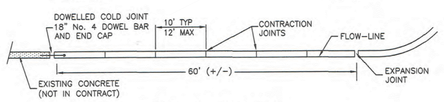


JOINT SPACING DETAIL

APWA Utah Chapter

Curbs

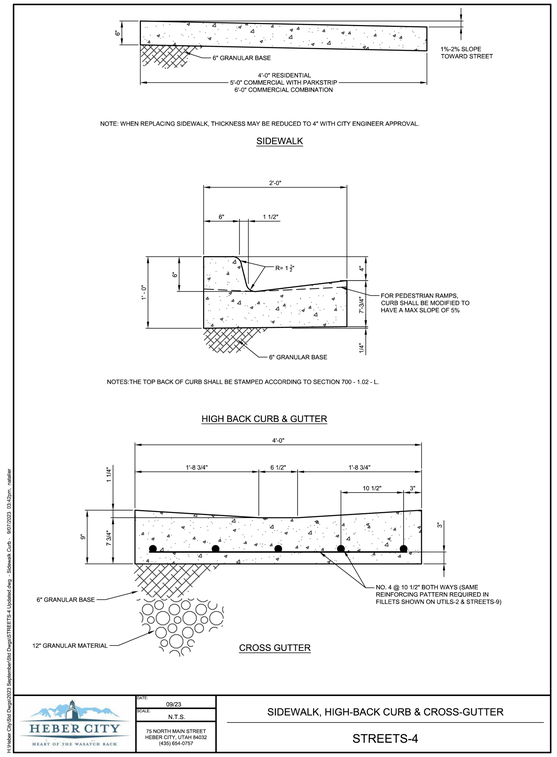
Plan 209
November 2009

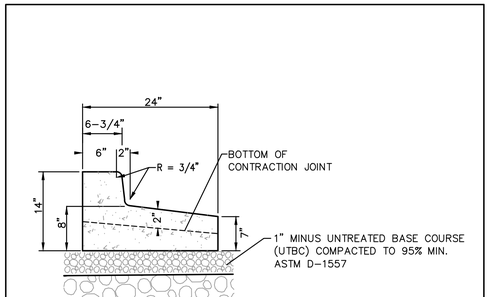
Curbs

1. **GENERAL**
   - A. Variance from specified dimensions and slopes must be acceptable to the ENGINEER. System configuration may be changed at ENGINEER's discretion.
   - B. Additional requirements are specified in APWA Section 32 16 13.

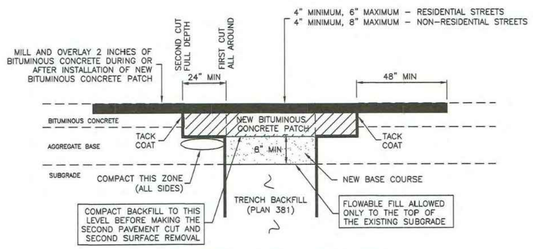
2. **PRODUCTS**
   - A. Base Course: Untreated base course, APWA Section 32 11 23. Do not use gravel as a base course without ENGINEER's permission.
   - B. Expansion Joint Filler: 1/2-inch thick type F1 full depth, APWA Section 32 13 73..
   - C. Concrete: Class 4000, APWA Section 03 30 04. If necessary, provide concrete that achieves design strength in less than 7 days. Use caution; however, as concrete crazing (spider cracks) may develop if air temperature exceeds 90 degrees F.
   - D. Reinforcement: Galvanized or epoxy coated, deformed, 60 ksi yield grade steel, ASTM A615.
   - E. Concrete Curing Agent: Clear membrane forming compound with fugitive dye (Type ID Class A), APWA Section 03 39 00.

3. **EXECUTION**
   - A. Base Course Placement: APWA Section 32 05 10. Maximum lift thickness before compaction is 8-inches when using riding equipment or 6-inches when using hand held equipment. Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 31 23 26.
   - B. Concrete Placement: APWA Section 03 30 10.
     1) Install expansion joints vertical, full depth, with top of filler set flush with concrete surface. Install at the start or end of a street intersection curb return. Expansion joints are not required in concrete placement using slip-form construction.
     2) Install contraction joints vertical, 1/8-inch wide or 1/4 slab thickness if the slab is greater than 8-inches thick. Match joint location in adjacent Portland-cement concrete roadway pavement.
     3) Provide 1/2-inch radius edges. Apply a broom finish. Apply a curing agent.
   - C. Protection and Repair: Protect concrete from deicing chemicals during cure. Repair construction that does not drain. If necessary, fill flow-line with water to verify.

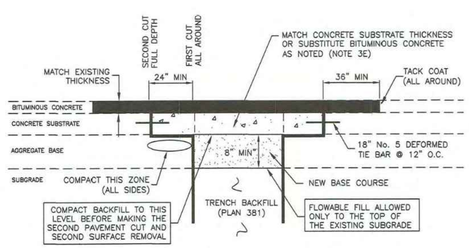




1 — 24" REVERSE PAN CURB & GUTTER
N.T.S.



BITUMINOUS CONCRETE RESTORATION



COMPOSITE RESTORATION

APWA Utah Chapter

Bituminous pavement T-patch

Plan 255
November 2015

Bituminous pavement T-patch

1. **GENERAL**
   - A. Vertical cuts in bituminous pavement may be done by saw or pavement zipping. If cuts greater than 6 inches are necessary to prevent pavement "break off" consult ENGINEER for directions on handling addtional costs.
   - B. Repair a T-patch restoration if any of the following conditions occur prior to final payment or at the end of the one year correction period.
     1) Pavement surface distortion exceeds 1/4-inch deviation in 10 feet. Repair option - plane off surface distortions. coat planed surface with a cationic or anionic mulsion that complies with APWA Section 32 12 03..
     2) Separation appears at a connection to an existing pavement or any Street Fixture. Repair option - blow separation clean and apply joint sealant, Plan 265.
     3) Cracks at least 1-foot long and 1/4-inch wide occur more often than 1 in 10 square feet. Repair option - blow clean and apply crack seal, Plan 265.
     4) Pavement raveling is greater than 1 square foot per 100 square feet. Repair option - Mill and inlay, APWA Sections 32 01 16.71 and 32 12 05.

2. **PRODUCTS**
   - A. Base Course: Untreated base course, APWA Section 32 11 23. Do not use gravel as a base course without ENGINEER's permission.
   - B. Flowable Fill: Target is 60 psi in 28 days with 90 psi maximum in 28 days, APWA Section 31 05 15. It must flow easily requiring no vibration for consolidation.
   - C. Reinforcement. No. 5, galvanized or epoxy coated, deformed, 60 ksi yield grade steel, ASTM A615.
   - D. Concrete: Class 4000, APWA Section 03 30 04.
   - E. Tack Coat: APWA Section 32 12 13.13.
   - F. Bituminous Concrete. APWA Section 32 12 05.
     1) Warm Weather Patch: PG64-22-DM-1/2, unless indicated otherwise.
     2) Cold Weather Patch: Modified MC-250-FM-1 as indicated in APWA Section 33 05 25.

3. **EXECUTION**
   - A. Base Course Placement: APWA Section 32 05 10. Maximum lift thickness before compaction is 8-inches when using riding equipment or 6-inches when using hand held equipment. Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 31 23 26.
   - B. Flowable Fill: Cure to initial set before placing aggregate base or bituminous pavement. Use in excavations that are too narrow to receive compaction equipment.
   - C. Tack Coat. Clean all horizontal and vertical surfaces. Apply full coverage all surfaces.
   - D. Pavement Placement: Follow APWA Section 32 12 16.13. Unless indicated otherwise, lift thickness is 3-inches minimum after compaction. Compact to 94 percent of ASTM D2041 (Rice density) plus or minus 2 percent.
   - E. Bituminous Concrete Substitution: If bituminous concrete is substituted for Portland cement concrete substrate, omit rebar and provide 1.25 inches of bituminous concrete for each 1 inch of Portland cement concrete. Follow paragraph E requirements.
   - F. Reinforcement. Required if thickness of existing Portland-cement concrete substrate is 6-inches or greater, Not required if 1) less than 6-inches thick, 2) if existing concrete is deteriorating, 3) if excavation is less than 3 feet square, or 4) if bituminous pavement is substituted for Portland-cement concrete substrate.
   - G. Concrete Substrate. Cure to initial set before placing new bituminous concrete patch.

NO.	REVISIONS	BY	DATE

ENGINEER: CJ CHECKED BY: LR

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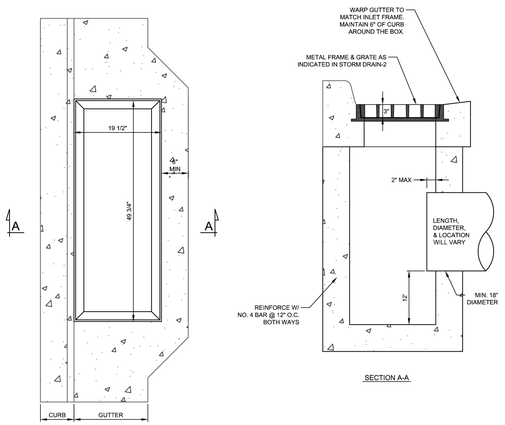

SECTION A-A

NOTES:

1. ALL FRAMES & GRATES TO BE CAST IRON.
2. CONSTRUCT BOX (WALL THICKNESS) TO MATCH EXISTING OR NEW TYPE OF CURB AS SHOWN.
3. A SNOUT OR APPROVED EQUAL SHALL BE USED WHERE THE STORM WATER IS LEAVING THE BOX OR STORM WATER SYSTEM AND ENTERING A SUMP, RETENTION / DETENTION POND, OR DISCHARGE POINT.

HEBER CITY
HEART OF THE WASATCH BACK

75 NORTH MAIN STREET
HEBER CITY, UTAH 84032
(435) 654-0757

DATE: 09/23
SCALE: N.T.S.

CURB-DROP INLET STANDARD BOX

DRAIN-1

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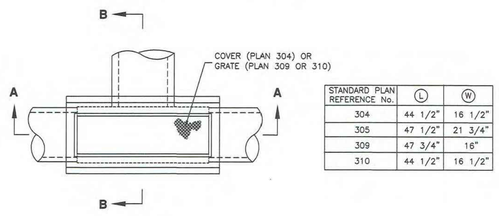
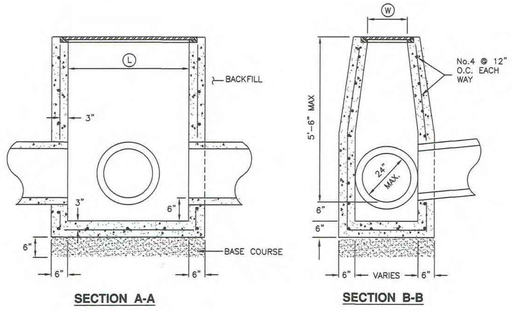
TYPE A



STANDARD PLAN REFERENCE No.	(L)	(W)
304	44 1/2"	16 1/2"
305	47 1/2"	21 3/4"
309	47 3/4"	16"
310	44 1/2"	16 1/2"

PLAN



SECTION A-A SECTION B-B

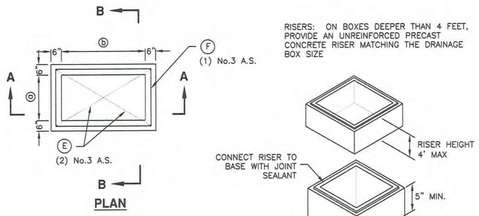
Utah Chapter

Cleanout box

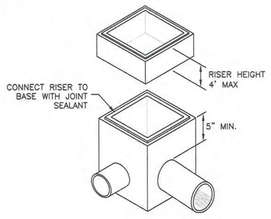
Plan 331.1 April 2010

Cleanout box

1. **GENERAL**
   - A. The drawing shows typical pipe connections. Refer to construction drawings for connection locations or refer to field location of existing piping when engineering pipe connection to the box.
   - B. This box may be used as an inlet box. Install the appropriate frame and grate.
2. **PRODUCTS**
   - A. Base Course: Untreated base course, APWA Section 32 11 23. Do not use gravel as a base course without ENGINEER's permission.
   - B. Backfill: Common fill, APWA Section 31 05 13. Maximum particle size 2-inches.
   - C. Concrete: Class 4000, APWA Section 03 30 04.
   - D. Reinforcement: Deformed, 60 ksi yield grade steel, ASTM A615.
   - E. Stabilization-Separation Geotextile: High MARV, woven or non-woven, APWA Section 31 05 19.
3. **EXECUTION**
   - A. Foundation Stabilization: Get ENGINEER's permission to use a sewer rock or granular backfill borrow in a geotextile wrap to stabilize an unstable foundation.
   - B. Base Course Placement: APWA Section 32 11 23. Maximum lift thickness is 8-inches before compaction. Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 31 23 26.
   - C. Joints: Place flexible gasket-type sealant in all manhole joints.
   - D. Reinforcement: Center steel in walls and slabs with a typical cover of 3-inches. Keep steel 2-inches clear around pipe and lid opening. Tie-bars required at all corners, vertical and horizontal. Tie-bars connecting two walls must match wall bar size and spacing. Tie-bars connecting walls to top and bottom slabs must match slab steel size and spacing.
   - E. Water stops. Install rubber-based water-stops on all plastic pipes when connecting plastic pipes to cleanout boxes. Hold water-stop in place with stainless steel bands.
   - F. Concrete Placement: APWA Section 03 30 10. Adjust concrete dimensions at frame accordingly. Provide 1/2-inch radius edges. Apply a broom finish. Apply a curing agent.
   - G. Pipe Connections: Grout around all concrete pipe openings.
   - H. Backfill: Provide backfill against all of the box walls. Pea gravel and recycled RAP aggregate is NOT ALLOWED. Water jetting is NOT allowed. Maximum lift thickness is 8-inches before compaction. Compaction is 95 percent or greater relative to a standard proctor density, APWA Section 31 23 26.



PLAN



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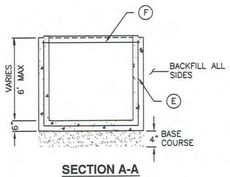
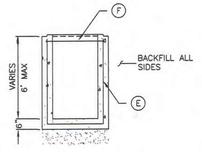


SECTION A-A



SECTION B-B

TABLE OF DIMENSIONS

BOX SIZE	a	b
1.5 x 4	18"	48"
2 x 2	24"	24"
2 x 3	24"	36"
2.5 x 4	30"	48"
3 x 3	36"	36"
3 x 3.5	36"	42"
4 x 4	48"	48"

NOTE: OTHER BOX SIZES (LESS THAN 48") WITH DIFFERENT a AND b DIMENSIONS ARE ACCEPTABLE

REINFORCING STEEL LAYOUT

PROVIDE 2" MIN. COVER ON ALL BARS

BAR (E)	BAR (F)
	12"

Utah Chapter

Precast box

Plan 332 June 2010

Precast box

1. **GENERAL**
   - A. The drawing shows typical pipe connections. Refer to construction drawings for connection locations or refer to field location of existing piping when engineering pipe connection to the box.
   - B. This drawing is acceptable where the water table elevation is less than 3 feet above the floor of the box. If elevation of water table is higher, engineering calculations and drawings must be submitted to and approved by the ENGINEER.
   - C. Submit bar design detail for ENGINEER's review.
2. **PRODUCTS**
   - A. Base Course: Untreated base course, APWA Section 32 11 23. Do not use gravel as a base course without ENGINEER's permission.
   - B. Backfill: Common fill, APWA Section 31 05 13. Maximum particle size 2-inches.
   - C. Precast Concrete: Class 4000 precast, APWA Section 03 40 00.
   - D. Reinforcement: Deformed, 60 ksi yield grade steel, ASTM A615. Coated steel is not required for small drainage structures shown on this drawing.
   - E. Frame and Cover (or Grate): Use the appropriate unit indicated in the Contract Documents.
   - F. Joint Sealant: Rubber-based, compressible.
3. **EXECUTION**
   - A. Concrete Placement: Provide 2-inches of concrete cover over reinforcing steel.
   - B. Lifting Points: Provide at least 2 lifting points per section that avoid interference with the reinforcing steel and that are designed according to PCI (Prestressed Concrete Institute) design handbook. Lift only from the engineered lifting points.
   - C. Depth: Drainage boxes and riser combinations that exceed 8-feet from finished grade to the bottom of the box requires ENGINEER's approval. Submit design calculations and shop drawings.
   - D. Core Holes:
     1) Provide core holes that are at least 4" larger than attaching outer pipe diameter. Cut core holes at the manufacturing plant unless ENGINEER permits field core holes.
     2) Center core holes to leave 2" of concrete measured horizontally from inside wall of the box to core hole. Locate core hole vertically so bottom of core hole will be at or above floor elevation with at least 5-inches of concrete directly above the core hole to the top of the box.
     3) Deviations from core hole tolerances require shop drawings. Shop drawings will identify lifting point number and location.
   - E. Precast Top: Design precast top for AASHTO HL-93 live loads and submit rebar detail and stamped design drawings to ENGINEER. Show connection detail for frame and grate or cover.

NO.	REVISIONS	BY	DATE

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STATE OF UTAH

SHEET: C-5.1

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DATE: 4/9/2025

ELECTRICAL SYMBOLS

SYMBOL	EXPLANATION	SYMBOL	EXPLANATION	SYMBOL	EXPLANATION
———	BRANCH CIRCUIT CONCEALED IN CEILING OR WALL	F1	FIXTURE TYPE SYMBOL		TAMPER AND FLOW
– – – –	BRANCH CIRCUIT CONCEALED IN GROUND OR FLOOR		LINIER FIXTURE (TYPICAL)	FACP	FIRE ALARM CONTROL PANEL
A-1,3	BRANCH CIRCUIT HOMERUNS TO PANEL		EMERGENCY LIGHTING UNIT	RFAA	REMOTE FIRE ALARM ANNUNCIATOR PANEL
135	ROOM NUMBER		SURFACE OR PENDANT MOUNTED FIXTURE	NAC	FIRE ALARM NAC PANEL
CH 1	MECHANICAL EQUIPMENT SYMBOL		RECESSED FIXTURE	VOICE	FIRE ALARM VOICE PANEL
1	KEYED NOTE REFERENCE		WALL MOUNTED FIXTURE	D/H	DOOR HOLDER
42X	FEEDER TAG (SEE FEEDER SCHEDULE)		WALL PACK	F/S	FIRE/SMOKE DAMPER
FLUSH / SURFACE	LIGHTING AND POWER PANELBOARD		STRIP FIXTURE		FIRE ALARM PULL STATION
NON-FUSED / FUSED	DISCONNECT SWITCH		TRACK LIGHTING		FIRE ALARM STROBE
NON-FUSED / FUSED	DISCONNECT SWITCH WITH MOTOR STARTER	BUG-EYE / EGRESS	EMERGENCY LIGHTING UNIT		FIRE ALARM HORN/STROBE
	MOTOR STARTER		WALL MOUNTED EXIT LIGHT (SINGLE FACE)	LF	FIRE ALARM HORN/STROBE (LF = LOW FREQUENCY)
VFD	VARIABLE FREQUENCY DRIVE		WALL MOUNTED EXIT LIGHT (DOUBLE FACE)		FIRE ALARM HORN/STROBE WITH PROTECTIVE COVER
C	CONDUIT STUB		CEILING MOUNTED EXIT LIGHT (SINGLE FACE)		FIRE ALARM SPEAKER/STROBE
J	JUNCTION BOX		CEILING MOUNTED EXIT LIGHT (DOUBLE FACE)	LF	FIRE ALARM SPEAKER/STROBE (LF = LOW FREQUENCY)
EV	ELECTRIC VEHICLE CHARGING STATION (EVSE)		EXIT LIGHT WITH PROTECTIVE COVER		FIRE ALARM SPEAKER
WP — MODIFIER A-1 — PANEL SPACE ASSIGNMENT REF — EQUIPMENT DESIGNATION		$	SINGLE POLE SWITCH (SUBSCRIPT AS INDICATED BELOW)	LF	FIRE ALARM SPEAKER (LF = LOW FREQUENCY)
+44	MOUNTING HEIGHT ABOVE FLOOR OR GRADE GIVEN IN INCHES.	2	TWO POLE SWITCH		FIRE ALARM HORN
GFCI	PROTECTED BY FAULT CIRCUIT INTERRUPTER	3	3-WAY SWITCH	LF	FIRE ALARM HORN (LF = LOW FREQUENCY)
TR	TAMPER RESISTANT	4	4-WAY SWITCH		FIRE ALARM STROBE CEILING MOUNTED
WP	WEATHERPROOF COVER & LISTED WEATHER RESISTANT DEVICE	D	DIMMER SWITCH		FIRE ALARM HORN/STROBE CEILING MOUNTED
DISP	DISPOSAL	K	KEYED SWITCH	LF	FIRE ALARM HORN/STROBE CEILING MOUNTED (LF = LOW FREQUENCY)
DW	DISHWASHER	T	TIMER SWITCH		FIRE ALARM HORN CEILING MOUNTED
EWC	ELECTRIC WATER COOLER	M	MANUAL STARTER WITH THERMAL OVERLOAD	LF	FIRE ALARM HORN CEILING MOUNTED (LF = LOW FREQUENCY)
REF	REFRIGERATOR	F	PADDLE FAN SPEED CONTROL. (CANARM "CM" SERIES)		
USB	HUBBELL USB15ACSW OR EQUAL DUPLEX PLUS USB CHARGER	OC	OCCUPANCY SENSOR SWITCH		
WASH	WASHING MACHINE	LV	LOW VOLTAGE CONTROL SWITCH		
		LV/D	LOW VOLTAGE CONTROL SWITCH WITH DIMMER		
		OC/D	OCCUPANCY SENSOR CONTROL SWITCH WITH DIMMER		
		OC/2	DUAL RELAY OCCUPANCY SENSOR CONTROL SWITCH		
	SIMPLEX RECEPTACLE OUTLET				
	DUPLEX RECEPTACLE OUTLET		DOUBLE GANG SWITCH		SMOKE DETECTOR (SUBSCRIPT AS INDICATED BELOW)
	QUAD RECEPTACLE OUTLET	a,b / S	LOW VOLTAGE MULTI BUTTON CONTROL SWITCH (LETTER INDICATES CONTROL OF CORRESPONDING FIXTURES)	B	SMOKE ALARM BATTERY-BACKED
	SPLIT WIRED DUPLEX RECEPTACLE OUTLET		CONTROLLING SWITCH (LETTER INDICATES CONTROL OF CORRESPONDING FIXTURES)	C	SMOKE/CARBON MONOXIDE ALARM COMBO BATTERY-BACKED
	220V RECEPTACLE OUTLET	S	OCCUPANCY SENSOR (CEILING MOUNTED)	CS/LF	SMOKE/CARBON MONOXIDE DETECTOR WITH LOW FREQUENCY SOUNDER BASE
	ISOLATED GROUND RECEPTACLE OUTLET	DT PIR	DUAL TECHNOLOGY OCCUPANCY SENSOR (CEILING MOUNTED) PASSIVE INFRARED OCCUPANCY SENSOR (CEILING MOUNTED)	D	DUCT SMOKE DETECTOR
	SPECIAL RECEPTACLE OUTLET	RC	ROOM CONTROLLER	R	SMOKE DETECTOR WITH ADDRESSABLE RELAY
T	THERMOSTAT OUTLET	LS	DAYLIGHT SENSOR	S/LF	SMOKE DETECTOR WITH LOW FREQUENCY SOUNDER BASE
S	REMOTE SENSOR OUTLET	P	PHOTOCELL		HEAT DETECTOR
▽(#)	COMPUTER DATA OUTLET (#) INDICATES JACK QUANTITIES	V	VOLUME CONTROL		GAS DETECTOR
▽	NETWORK AND VOICE OUTLET		WALL SPEAKER	CO CO/NO2	CARBON MONOXIDE DETECTOR CARBON MONOXIDE/NITROGEN DIOXIDE SENSOR (GARAGE)
	WIRELESS ACCESS POINT CEILING MOUNTED		CEILING SPEAKER		ADA TWO-WAY COMMUNICATIONS SYSTEM
TV	TELEVISION OUTLET		SURVEILLANCE CAMERA	KP	ACCESS CONTROL KEY PAD
	MOTOR OUTLET	DVR	SURVEILLANCE DIGITAL VIDEO RECORDER	CR	ACCESS CONTROL CARD READER
	EXHAUST FAN	NURSE	NURSE CALL ANNUNCIATOR PANEL	SDS	ACCESS CONTROL DOOR STRIKE
	FLOOR MOUNTED DEVICE	N	NURSE CALL EMERGENCY CALL DEVICE	ML	ACCESS CONTROL MAG LOCK
	CEILING MOUNTED DEVICE	N	NURSE CALL EMERGENCY CALL LIGHT	DS	ACCESS CONTROL DOOR SENSOR
					ACCESS CONTROL REQUEST TO EXIT
					PUSHBUTTON
				B	BELL

NOTE: ALL SYMBOLS MAY NOT BE USED.

ABBREVIATIONS INDEX

#	NUMBER	DC	DIRECT CURRENT	KW	KILOWATT	PT	POTENTIAL TRANSFORMER
Φ	PHASE	DISP	DISPOSAL	LRA	LOCKED ROTOR AMPS	PV	PHOTOVOLTAIC
1Φ	SINGLE PHASE	DRY	DRYER	LTG	LIGHTING	PVC	POLYVINYL CHLORIDE
2P	TWO-POLE	DW	DISHWASHER	MATV	MASTER ANTENNA TELEVISION	(R)	RELOCATE
3Φ	THREE PHASE	DWG	DRAWING	MAX	MAXIMUM	RECP	RECEPTACLE
4P	FOUR-POLE	EC	EMPTY CONDUIT	MB	MAIN BUS	REF	REFRIGERATOR
AC	ALTERNATING CURRENT	EM	EMERGENCY	MCB	MAIN CIRCUIT BREAKER	REQ	REQUIRED
AFF	ABOVE FINISHED FLOOR	EMG	EMERGENCY GENERATOR	MCC	MOTOR CONTROL CENTER	RLA	RATED LOAD AMPS
AFG	ABOVE FINISHED GRADE	EMT	ELECTRICAL METALLIC TUBING	MCM	1000 CIRCULAR MILLS	RMS	ROOT MEAN SQUARE
AFP	ARC FAULT PROTECTOR	EPO	EMERGENCY POWER OFF	MH	MANHOLE	SE	SERVICE ENTRANCE
AHJ	AUTHORITY HAVING JURISDICTION	EWC	ELECTRIC WATER COOLER	MIC	MICROPHONE	SPD	SURGE PROTECTION DEVICE
AIC	AMP INTERRUPTING CURRENT (SYMMETRICAL)	EWH	ELECTRIC WALL HEATER	MIN	MINIMUM	SPEC	SPECIFICATION
AL	ALUMINUM	(E)	EXISTING	MLO	MAIN LUGS ONLY	SPK	SPEAKER
AM	AMPS METER	(F)	FUTURE	MNF	MANUFACTURER	SS	SELECTOR SWITCH
AMP	AMPERE	FA	FIRE ALARM	MTG	MOUNTING	SW	SWITCH
ANN	ANNUNCIATOR	FACP	FIRE ALARM CONTROL PANEL	MTR	MOTOR	SWBD	SWITCHBOARD
ATS	AUTOMATIC TRANSFER SWITCH	FC	FOOT CANDLE	MW	MICROWAVE	SWGR	SWITCHGEAR
AUX	AUXILIARY	FLA	FULL LOAD AMPS	(N)	NEW	TTB	TELEPHONE TERMINAL BOARD
AWG	AMERICAN WIRE GAUGE	FT	FOOT	N/A	NOT APPLICABLE	TBC	TELEPHONE TERMINAL CABINET
BC	BARE COPPER	FRZ	FREEZER	NC	NORMALLY CLOSED	TV	TELEVISION
BFG	BELOW FINISH GRADE	FS	FUSED SWITCH	NEC	NATIONAL ELECTRICAL CODE	TYP	TYPICAL
C	CONDUIT	GFAF	DUAL FUNCTION GFCI/AFCI CIRCUIT BREAKER	NEMA	NATIONAL MANUFACTURING ASSOCIATION	UG	UNDERGROUND
CAB	CABINET	GFCI	GROUND FAULT CIRCUIT INTERRUPTER	NFC	NATIONAL FIRE CODE	UNO	UNLESS NOTED OTHERWISE
CATB	COMMUNITY ANTENNA TELEVISION	GFEP	GROUND-FAULT EQUIPMENT PROTECTION	NFPA	NATIONAL FIRE PROTECTION ASSOCIATION	UPS	UNINTERRUPTIBLE POWER SUPPLY
CATV	CABLE TELEVISION	GFP	GROUND FAULT PROTECTOR	NFS	NON FUSED SWITCH	V	VOLT (KV-KILOVOLT)
CFCI	CONTRACTOR FURNISHED CONTRACTOR INSTALLED	GRC	GALVANIZED RIGID CONDUIT	NIC	NOT IN CONTRACT	VA/R	VOLT-AMPS/REACTIVE
CKT	CIRCUIT	GRD	GROUND	NL	NIGHT LIGHT	VM	VOLT METER
CLG	CEILING	HP	HORSE POWER	NO	NORMALLY OPEN	W	WATTS
CNTR	CONTRACTOR	HZ	HERTZ	NTS	NOT TO SCALE	W/	WITH
CO	CONVENIENCE OUTLET	IG	ISOLATED GROUND	OFCI	OWNER FURNISHED CONTRACTOR INSTALLED	WASH	WASHER
CRT	COMPUTER TERMINAL	IMC	INTERMEDIATE METALLIC CONDUIT	OFOI	OWNER FURNISHED OWNER INSTALLED	WH	WATTHOUR
CT	CURRENT TRANSFORMER	IN	INCH	OS&Y	OUTSIDE SCREW AND YOKE	W/O	WITHOUT
CU	COPPER	J-BOX	JUNCTION BOX	PB	PUSH BUTTON	WP	WEATHER PROOF
C/W	CONDUIT WITH	KV	KILOVOLT	PF	POWER FACTOR	XFMR	TRANSFORMER
(D)	DEMOLISH/DELETE	KVA	KILOVOLT AMPERES	PFR	PHASE FAILURE RELAY	XFMR-SW	TRANSFORMER SWITCH
DB	DECIBEL	KVAR	KILOVARS	PNL	PANEL	XP	EXPLOSION PROOF

NOTE: THIS IS A TYPICAL ABBREVIATION LIST. NOT ALL ABBREVIATIONS MAY BE USED ON THIS PROJECT.

DESIGN CONTACTS

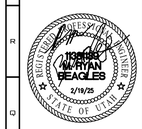
ELECTRICAL ENGINEER:	RYAN BEAGLES
ELECTRICAL TEAM LEAD:	CALVIN BARLOW
ELECTRICAL DESIGNER:	FABIANA RUIZ

SHEET INDEX

SHEET NUMBER	SHEET TITLE
E0.1	ELECTRICAL COVER SHEET
E0.2	PHOTOMETRIC PLAN
E0.3	ELECTRICAL SITE DETAILS

ROYAL ENGINEERING
MECHANICAL
PROVO, UTAH 84606
FAX: 801.375.2676
ELECTRICAL
1837 S. EAST BAY BLVD.
PHONE: 801.375.2228

THESE DOCUMENTS ARE INSTRUMENTS OF PROFESSIONAL SERVICE AND THE INFORMATION HEREON IS NOT COMPLETE UNLESS IN CONJUNCTION WITH ROYAL ENGINEERING'S INTERPRETATIONS, OPINIONS, OBSERVATIONS AND ADMINISTRATION. USE OR REPRODUCTION OF THESE DOCUMENTS IN WHOLE OR IN PART WITHOUT ROYAL ENGINEERING'S CONSENT IS IN VIOLATION OF COMMON LAW COPYRIGHT AND OTHER RESERVED RIGHTS. REFER TO ACT 17 U.S.C. PAR. 511 (1991), WHICH IS MADE A PART OF THIS AGREEMENT OF RECORD AGTS. REFER TO ACT 17 U.S.C. PAR. 301 (1991).



REVISIONS:

MALONE POLARIS
900 S MAIN ST
HEBER CITY, UTAH

DRAWING TITLE:
ELECTRICAL COVER SHEET

DRAWN BY:	CHECKED BY:
FR	RB

DATE PLOTTED: 02/19/2025

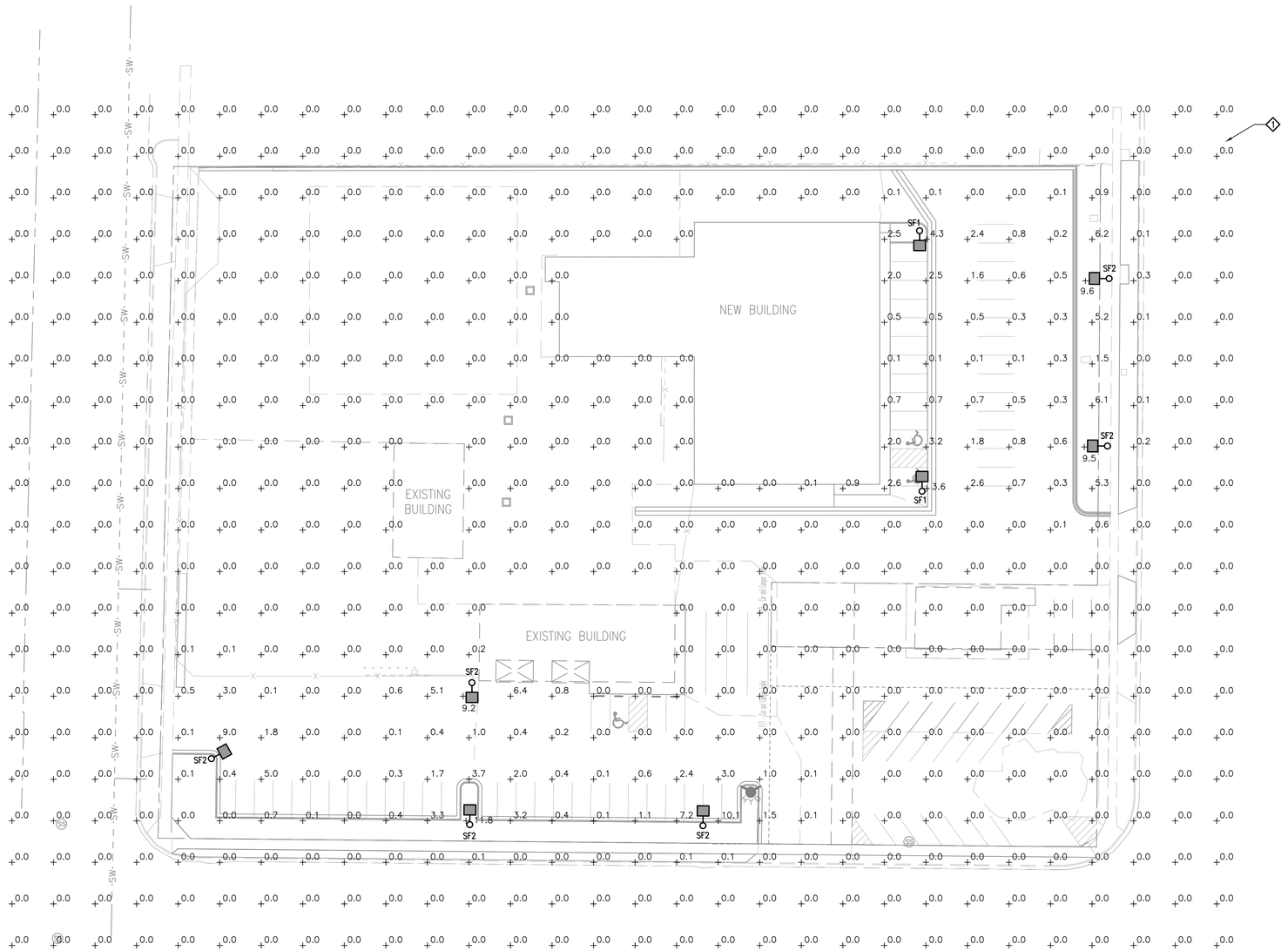
PROJECT #: J25046.00

E0.1

ELECTRICAL KEYED NOTES:

1. ILLUMINATION INDICATED IN FOOTCANDLES.

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #1	+	0.2 fc	11.8 fc	0.0 fc	N/A	N/A



PHOTOMETRIC PLAN

SCALE: 1" = 30'-0"

ROYAL ENGINEERING
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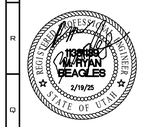


REVISIONS:

MALONE POLARIS

900 S MAIN ST
HEBER CITY, UTAH

DRAWING TITLE:
PHOTOMETRIC PLAN

DRAWN BY:	CHECKED BY:
FR	RB

DATE PLOTTED:
02/19/2025

PROJECT #:
J25046.00

E0.2

SITE LIGHTING FIXTURE SCHEDULE

FIXTURE NUMBER	FIXTURE MANUFACTURER	FIXTURE CATALOG #	FIXTURE					POLE			REMARKS
			TYPE	VOLTS	WATTS	MOUNTING	#/POLE	MANUFACTURER	HEIGHT	CATALOG #	
SF1	COOPER LIGHTING	CCP-SA-2E-730-U-T4W-HSS	LED 3000 KELVIN 8981 LUMEN 70 CRI	277	111	POLE	1	LITHONIA GARDCO MCGRAW SPAULDING LTG CMT UNITED LSI	16'-0"	SSS 16 4C SSS-16-4-11 SSS-4A16-SFXXX SSS-16-40-1-**-SCBA ZA16-4-0-HS-PC-BC RPSQ-16-4-11 4SQBX-S11G-16-X-4BC	2'-6" BASE UPLIGHT RATING OF 0 AND 3000 KELVIN FOR DARK SKY COMPLIANCE
SF2	COOPER LIGHTING	CCP-SA-2E-730-U-AFL-HSS	LED 3000 KELVIN 10324 LUMENS 70 CRI	277	111	POLE	1	LITHONIA GARDCO MCGRAW SPAULDING LTG CMT UNITED LSI	16'-0"	SSS 16 4C SSS-16-4-11 SSS-4A16-SFXXX SSS-16-40-1-**-SCBA ZA16-4-0-HS-PC-BC RPSQ-16-4-11 4SQBX-S11G-16-X-4BC	2'-6" BASE UPLIGHT RATING OF 0 AND 3000 KELVIN FOR DARK SKY COMPLIANCE

Project		Catalog #		Type	SF1, SF2
Prepared by		Notes		Date	

Invue

ClearCurve Pedestrian

Pedestrian Luminaire

Product Features

BAA

Product Certifications

IP66 · 5 YEAR

Interactive Menu

- Ordering Information page 2
- Product Specifications page 3
- Energy and Performance Data page 3
- Control Options page 8

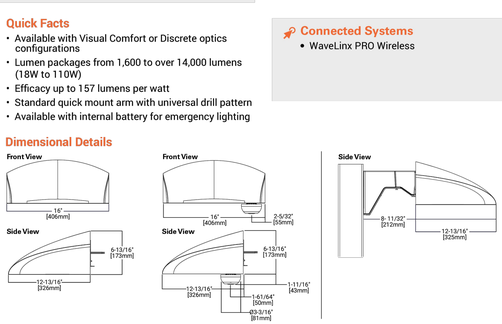
Quick Facts

- Available with Visual Comfort or Discrete optics configurations
- Lumen packages from 1,600 to over 14,000 lumens (18W to 110W)
- Efficacy up to 157 lumens per watt
- Standard quick mount arm with universal drill pattern
- Available with internal battery for emergency lighting

Connected Systems

- WaveLinx PRO Wireless

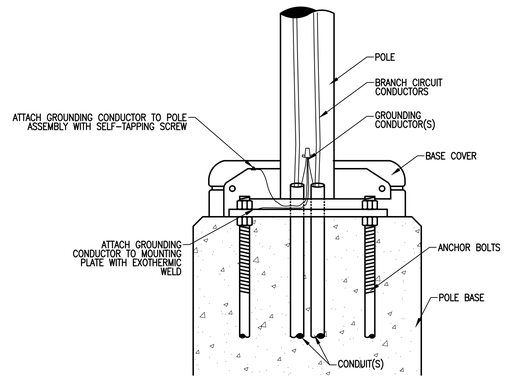
Dimensional Details



NOTES:
1. Visit https://www.designlights.org/search/ to confirm qualification. Not all product variations are DLC qualified.

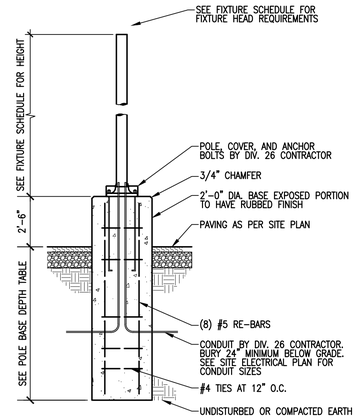
COOPER Lighting Solutions

PS5167732EN page 1
April 26, 2024 8:46 AM



1 POLE LIGHT GROUNDING DETAIL

SCALE: NTS



POLE BASE DEPTH TABLE	
POLE HEIGHT	FOOTING DEPTH
8'-0"	2'-6"
12'-0"	3'-0"
15'-0"	4'-0"
18'-0"	4'-0"
20'-0"	4'-0"
25'-0"	5'-0"
30'-0"	5'-0"
40'-0"	6'-0"

2 POLE BASE DETAIL

SCALE: NTS

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REGISTERED PROFESSIONAL ENGINEER
TISHRAK M. RYAN BEAGLES
2/19/25
STATE OF UTAH

REVISIONS:

MALONE POLARIS
900 S MAIN ST
HEBER CITY, UTAH

DRAWING TITLE:
ELECTRICAL SITE DETAILS

DRAWN BY:	CHECKED BY:
FR	RB

DATE PLOTTED: 02/19/2025

PROJECT #: J25046.00

E0.3

February 21, 2025

Heber City
Planning Department

Sensitive Lands Analysis
This item does not apply to this expansion/redevelopment application.

Thank you for the opportunity to submit this application. We look forward to working with you on this development.

Cal Johnson
Legend Engineering
cal@legendengineering.com
(435) 654-4828

SECTION 103 – BUILDING SETBACK:

Project Type A: Buildings shall be set back a minimum of twenty feet (20') and a maximum of forty feet (40') from any public right of way. Sites that utilize a wall sign or blade projecting sign on the wall as the primary sign may have a 10 foot minimum setback from the public right of way upon approval from the Planning Department. *(See illustration detail C2B-1 & C2B-2)*

Project Type B: Buildings shall be set back a minimum of twenty feet (20') and a maximum of one hundred feet (100') from the public right of way, with the following exceptions:

1. Buildings on Hwy 40, south of 1200 South, shall be setback a minimum of 30' with no maximum setback.

General:

1. Buildings without any street frontage shall be exempt from the minimum and maximum setbacks when:
    a. The parcel doesn't have any street frontage, but does have access, or;
    b. The building is on the same parcel as buildings that are located adjacent to the street and meet the minimum and maximum setbacks.
2. Commercial Subdivisions with private streets are exempt from the maximum setback as measured from private streets, but shall meet the required minimum setback from public streets.
3. Where a setback conflicts with Section 18.68.172 or a Highway Access Management Agreement, the larger setback shall apply.

SECTION 107 – PARKING INFRASTRUCTURE:

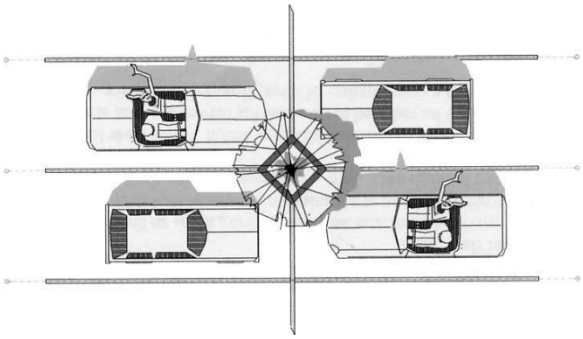
General Parking: The minimum number of parking spaces shall meet the requirements set forth in
Section 18.72 of the City's Zoning Ordinance, or as determined by the Planning Commission upon analysis of a parking study submitted by the petitioner for shared parking for the overall site. Property owners desiring to apply time alternating shared parking shall petition Heber City with "time use studies" showing the viability of such an option. Heber City shall be open to viable options.

Location: For buildings along Main Street, all off street parking shall be located to the rear or side of the building. In the case of corner lots, all parking shall have side street access to the parking areas. This side street access shall be established in order to accommodate future growth of the area and allow rear parking from side access points. *This standard shall be coordinated with Heber City Planning and the Heber City Engineering department for appropriate short and long range Heber City parking strategies and goals*. Parking lots shall be located on the site in a convenient location for patron access to the building. All circulation drives shall be clearly defined and marked appropriately with arrows and the like to assist public circulation into, on and out of the property and through parking lot areas. See Heber City engineering parking standards.

Parking Lot Landscaping: For every third parking aisle, one (1) raised four (4) foot wide

landscaped parking island with trees, bounded with high back curb shall be provided, thereby creating separated parking areas to aid in safe and orderly use of the lot and confine vehicular movement to marked drives. Raised or curved circulation islands shall be constructed at the ends of the rows of parking spaces or at other locations where circulation drives intersect. All parking lots with back to back parking areas shall provide a landscaped parking diamond with a tree for every ten (10) parking spaces. *(See illustration detail parking diamond)*

Parking lots shall be bounded with a high back curb unless otherwise approved by the planning commission.



SECTION 108 – SITE FURNISHINGS:

Site Furnishings: Each development shall incorporate site furnishings into the site such as a patio/seating area, pedestrian plaza with benches, window-shopping walkway, play areas, kiosk area, water feature, clock tower, sculpture, bike racks, public art, etc. One site furnishing element shall be required per lot frontage or every 50 feet of frontage, whichever is greater. Site furnishings shall be reviewed by the Planning Commission and approved by the Planning Department prior to installation.

SECTION 113-SETBACK AND PARKING LOCATION EXCEPTION

Any main building which exceeds 12,000 square feet, and which is located between two existing buildings which are (a) both located on the same side of the street, (b) both located within 300 feet of that main building, (c) both situated in excess of the maximum 40 foot street setback, and (d) situated with parking in front of the main building; may be permitted a setback and parking location exceptions by the Planning Commission as follows:

1. The maximum street setback of such main building may be increased to 100 feet from the street property line; and

2. Parking to include up to one driveway with an aisle of parking on each side of the driveway. All said described parking locations may be situated in front of the building.

18.28.050 Additional Regulations

The following provisions apply within the Commercial Zones

A. For buildings within the C-2 and C-4 zone, a strip of land at least fifteen feet in width adjacent to all public streets shall be landscaped as set forth in Chapter 18.76 of this title except for permitted driveways, except as required by the Heber City C-2 and C-4 Zone Design Standards and Guidelines.

B. No dust, odors, smoke, vibration or intermittent light, glare or noise shall be emitted which is discernible beyond the premises except for normal traffic movement.

C. Storage of all merchandise, material and products shall be carried on within a building or within an area enclosed with a sight-obscuring fence or wall except for licensed vehicles in running order.

D. All off-street parking shall be hard-surfaced as regulated by Chapter 18.72, except within the C-3 zone where some parking requirements have been reduced.

E. All buildings located adjacent to major streets shall have at least one entrance way facing onto said street.

F. Sale material may be displayed on business premises during normal working hours.

G. See 18.76.050 for building setbacks adjacent to residential use.

HISTORY
Adopted by Ord. 199 §02.0912.04 on 11/6/1973
Amended by Ord. 2005-05 on 6/16/2005
Amended by Ord. 2006-29 on 11/16/2006
Amended by Ord. 2022-26 on 10/4/2022
Adopted by Ord. 2024-02 on 3/19/2024

When recorded return to:

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

Parcel Nos. 00-0005-9423, 00-0013-5900, 00-0005-9399 and 00-0005-9415

DEVELOPMENT AGREEMENT
(Karl Malone Polaris)

THIS DEVELOPMENT AGREEMENT entered into this 7th day of October, 2025, by and between **Heber City**, a Utah municipality ("City") and **Royal Solutions, LLC**, a Utah limited liability company and **KHAM Real Estate Outdoors, LLC** (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 certain real property located at approximately 900 South and Main Street, Heber City, Utah, and designated as Parcel Nos. 00-0005-9423, 00-0013-5900, 00-0005-9399 and 00-0005-9415 (the "Property"), and described in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the Property is within the incorporated limits of Heber City; and

WHEREAS, Owner desires to expand the existing building (the "New Building") and renovate/reconstruct the parking areas for the business located on the Property; 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. **Building Plans and Design**. Subject to compliance with all building permit processes and procedures, the City approves the configuration, layout and design of the New Building and

parking as set forth in the site plans, landscape plans and civil drawing attached hereto as Exhibit B (collectively, the "Plans").

2. **Specific Exceptions to Development Code**. Heber City agrees that Owner shall not be required to comply with the following sections of the Heber City Development Code (the "Development Code") and Heber City Commercial Districts C-2 and C-4 Design Standards and Guidelines (the "Standards"):

a. **Development Code Section 18.28.050**. Owner shall be entitled to retain the existing sidewalk and parking strip landscaping as shown in the Plans and shall not be required to construct 15 feet of parking strip landscaping.

b. **Standards Section 103**. Owner shall be entitled to construct the building and improvements with the setbacks shown in the Plans.

c. **Standards Section 107**. Owner shall be entitled to construct parking in the front of buildings as shown in the Plans.

d. **Standards Section 107**. Owner shall not be required to construct additional landscaping within the existing parking areas as shown on the Plans. Owner shall refresh existing landscaped areas with rock mulch, and shall install new landscaping adjacent to the building facing Main Street as shown in the Plans.

e. **Standards Section 108.** Owner shall not be required to construct site furnishing.

3. **Building and Engineering Department Compliance**. Except as set forth in paragraph 2, nothing in the Agreement shall be construed to exempt Owner from any Heber City requirements, standards, or processes.

4. **Lighting**. Any lighting installed on the Property shall comply with the City's Dark Sky Ordinance and the lighting design attached hereto as Exhibit C.

5. **Vested Rights.** The Parties intend that this Agreement grants to Owner the temporary right to utilize the Property as a food truck court subject to the terms and conditions in this Agreement. Nothing in this Agreement shall be construed to limit the City's ability to rezone the Property during the term of this Agreement, provided that such rezoning shall not limit or restrict the Owner's rights set forth herein.

6. **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).

7. **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.

7.1 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.

7.2. 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.

7.3. 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**.

7.4 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.

8. **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.

9. **Entire Agreement**. This Agreement contains the entire agreement between the parties, and no statement, promise or inducement made by either party hereto, or agent of either party hereto which is not contained in this written Agreement shall be valid or binding. 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.

10. **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.

11. **Term of Agreement.** This Agreement shall terminate after five (5) years if the new building and infrastructure set forth in the Plans has not been constructed by the Owner, and the Owner's vested interests and rights contained in this Agreement shall expire. 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.

12. **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.

13. **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.

14. **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 (1) 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

KHAM Real Estate Outdoors, LLC
11453 S Lonepeak Pkwy.
Draper, UT 84020-6872

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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 and all amendments thereof that otherwise comply with this Section. 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.

23. **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.

Royal Solutions, LLC

_____
Signature

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 execute the foregoing document on behalf of Royal Solutions, LLC

_____
NOTARY PUBLIC

DATED this _____ day of _____, 2025.

KHAM Real Estate Outdoors, LLC

_____
Signature

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 execute the foregoing document on behalf of KHAM Real Estate Outdoors, LLC.

_____
NOTARY PUBLIC

Exhibit A

Legal Description

Exhibit B

Plans

Exhibit C

Lighting Plan

Heber City Council Staff Report

MEETING DATE:	10/7/2025
SUBJECT:	100 West Design - Consider Design Changes Based on Field Trip Discussions
RESPONSIBLE:	Russ Funk, Horrocks
DEPARTMENT:	Engineering
STRATEGIC RELEVANCE:	Infrastructure Sustainability Community and Economic Development

SUMMARY

Staff is seeking input regarding key design decisions needed to move forward with the design of 100 West.

RECOMMENDATION

BACKGROUND

One of the current priorities of the City Council is revitalization of the downtown. This includes long-term plans for Trailhead Plaza, C Street, and general commercial redevelopment between 100 East and 100 West. As part of that effort, the City is planning to reconstruct 100 West to align with long-term plans and help bring about the vision for the downtown area.

During the Council Retreat last year, staff presented 2 concepts for the design of 100 West. Council overwhelmingly supported the design concept presented by Horrocks featuring intersection and mid-block bulb-outs, large landscaped planter strips, and many other features to help create a pedestrian-friendly walkable corridor. Aside from the pedestrian-friendly features, the major goals for the project were adding angled parking and under-grounding power.

Staff incorporated the input Council provided during the retreat into a preliminary design concept and presented it at a Council Meeting on June 17th. During the presentation, direction was provided indicating the desire to eliminate many of the bulb-outs and other landscape features in favor of adding more parking.

Staff presented an updated design during the August 19th Council Meeting meant to balance the original project priorities with Council's desire for more parking. The feedback to staff during this meeting was clear that Council wanted to maximize parking by removing other design features, even if only a few parking stalls were gained. Additional discussion related to the costs and challenges

associated with under-grounding power lines.

Council's input was again incorporated into the design, and an updated concept was distributed to Council via email. In addition, a couple of the council members proposed a 100 West field trip to explore some additional ideas they had about the project. These ideas included eliminating angled parking in many areas of the project and a discussion about whether or not to under-ground power lines.

DISCUSSION

At this point, progress on the design is at a standstill pending some major policy decisions relating to the project. Horrocks has provided an outline of decisions that need to be made before progress can continue (see attached).

FISCAL IMPACT

Under-grounding power is anticipated to cost approximately $1.5 Million for the 4 blocks between 300 South and 100 North.
Other design decisions will also impact project costs by increasing or decreasing improvement quantities.

CONCLUSION

Conflicting project priorities and changes in policy direction are costing staff and our consultants valuable time and resources. Clear direction is needed in order to move the project forward.

ALTERNATIVES

1. Provide input on decision points.
2. Provide direction to staff on additional information needed to make decisions.
3. Continue the item to a future meeting.

POTENTIAL MOTIONS

ACCOUNTABILITY

Department: Engineering
Staff member: Russ Funk, City Engineer

EXHIBITS

1. City Council Decision Points
2. Original Retreat Concept
3. Concept Design 1
4. Concept Design 2
5. Concept Design 3

City Council – Road Project Design Decisions Needed

To keep the design moving forward without repeated revisions, the following items require Council direction and approval:

1. Parking vs. Landscaping Balance

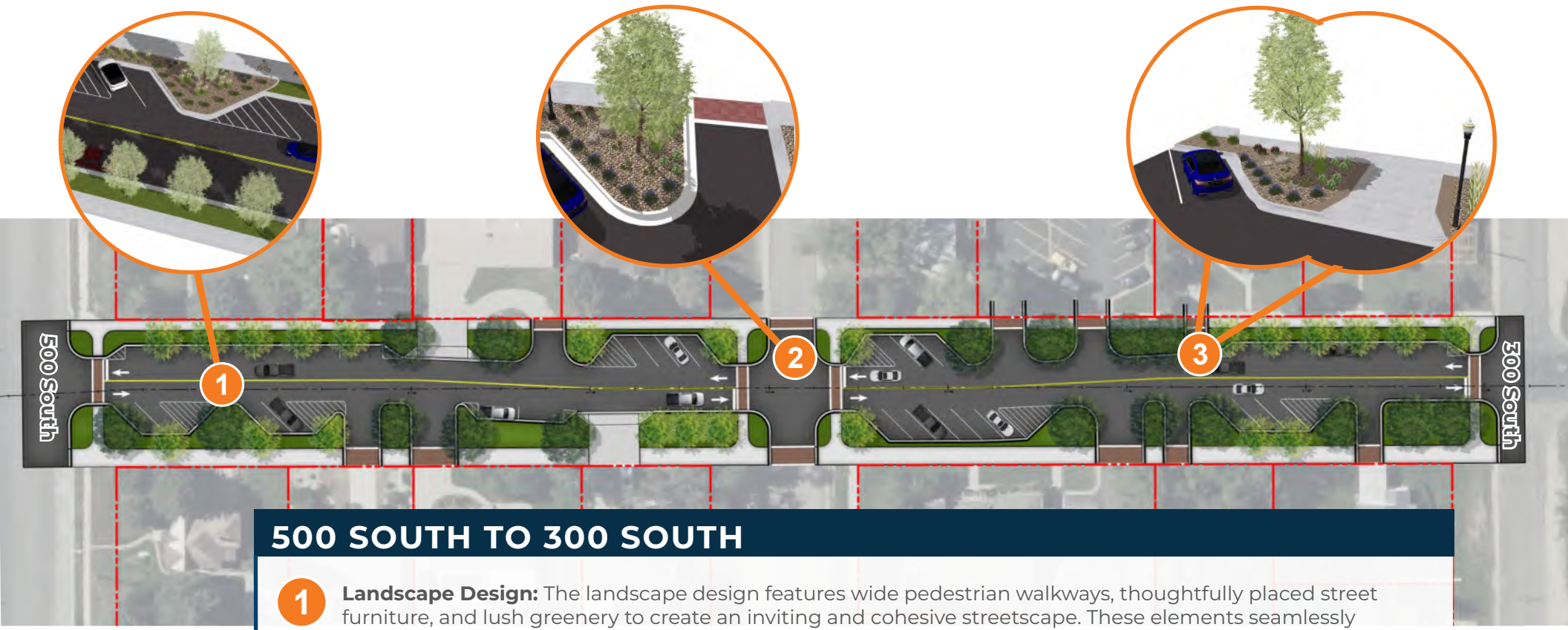
- **Decision Needed:** Confirm whether parking should be maximized across the site, or if a balance must be struck to preserve/enhance landscaping.
- **Options:**
    - Maximize parking capacity.
    - Reduce parking to increase landscaped/green areas.
    - Establish a target percentage/ratio of parking vs. landscaping.
    - Establish location where we maximize parking and areas where landscaping may be more desirable

2. Undergrounding of Power Lines

- **Current Condition:** Overhead power exists along the corridor.
- **Proposal:** Relocate utilities underground.
- **Implications:** Requires new electrical switchgear placed behind the sidewalk and which may impact adjacent property owners' yards.
- **Decision Needed:** Approve or deny undergrounding of utilities, approve overhead or underground to individual residents and if approved, confirm acceptable locations and treatment of switchgear
- **Decision Needed:** Determine acceptable encroachments (switchgear, utility boxes, light poles, etc.) within public right-of-way vs. private yard easements

3. Design Prioritization

- **Decision Needed:** Identify which of the following is the top priority for design:
    - Maximum parking
    - Enhanced landscaping / public realm
    - Budget constraints

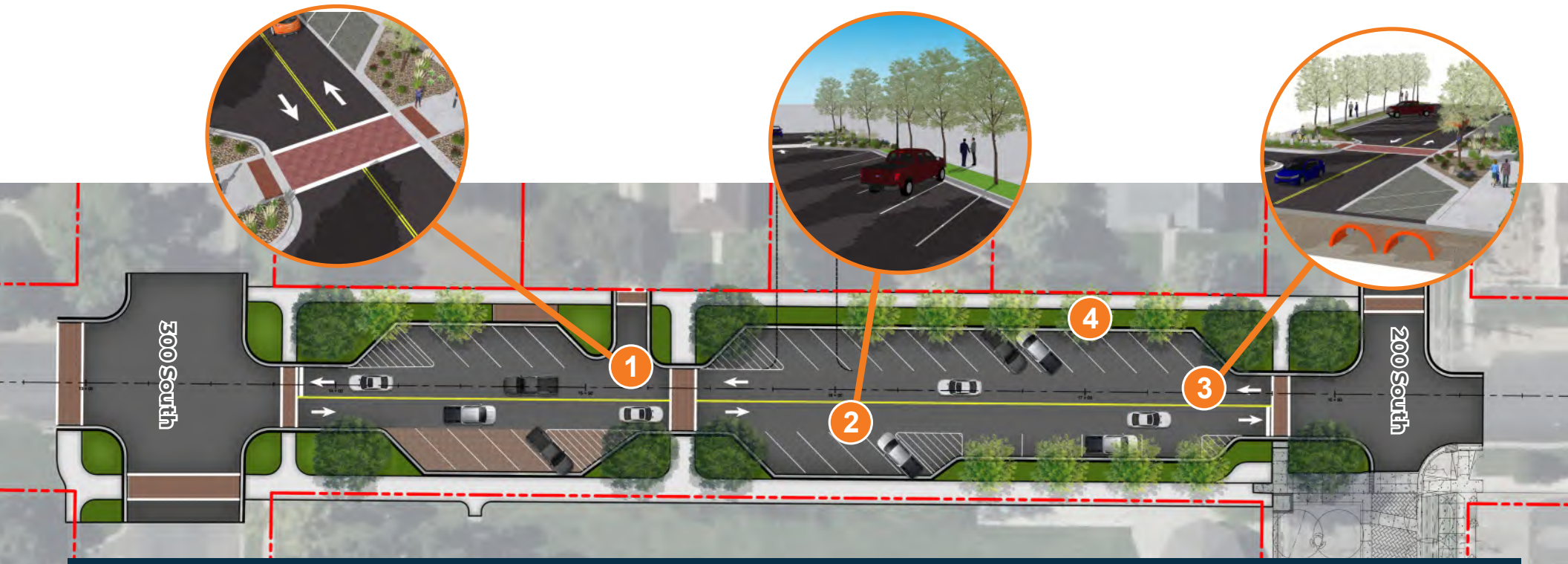


500 SOUTH TO 300 SOUTH

1. **Landscape Design:** The landscape design features wide pedestrian walkways, thoughtfully placed street furniture, and lush greenery to create an inviting and cohesive streetscape. These elements seamlessly connect with community spaces such as Main Street Park, fostering a vibrant environment for gatherings and events. Crucially, the design is future-ready, with the flexibility to accommodate zero lot line commercial buildings and anticipated downtown growth. Utility layouts and streetscape plans are structured to support scalable upgrades, ensuring that Heber City's evolving needs can be met without significant disruptions. This forward-thinking approach ensures a balance of immediate improvements and long-term adaptability, aligning with the City's vision for a sustainable and thriving downtown area.

2. **Business Accessibility:** The completed design ensures seamless business accessibility with improved shared parking entrances, widened pedestrian corridors, and efficient traffic flow. These enhancements make it easier for customers to reach local businesses, fostering increased foot traffic and supporting economic vitality in Heber City's downtown corridor. The result is a more inviting and accessible environment that promotes sustained growth for the local business community.

3. **Residence Driveway Access:** By incorporating thoughtful layouts and efficient traffic management, the project provides safe, convenient, and aesthetically integrated access to private properties. These enhancements not only address current needs but also allow flexibility for future developments, ensuring long-term accessibility for residents accommodate future redevelopment of the properties.



300 SOUTH TO 200 SOUTH

1. **Pedestrian Crossings:** The completed design enhances pedestrian safety and convenience with improved crossings, including shortened distances and strategically placed mid-block bulb-outs. These features ensure safe and efficient navigation across 100 West, including individuals with disabilities, promoting walkability and reducing potential conflicts with vehicles. These considerations will be carefully integrated into the overall streetscape design to create an inclusive and welcoming environment for all users. The result is a vibrant, pedestrian-friendly corridor that aligns with Heber City's vision for a connected and accessible downtown.
2. **Streetside Parking:** The design incorporates the use of angled and parallel parking, optimizing the use of available space while enhancing accessibility for visitors and residents. Angled parking increases capacity along the corridor, while parallel parking provides flexibility and ensures smooth traffic flow. These well-integrated parking solutions support the vibrant downtown atmosphere envisioned for Heber City, balancing functionality and aesthetic appeal.
3. **Storm Drain System:** The completed storm drain system will ensure effective water management by incorporating modern infrastructure designed to handle both current and future needs. Enhanced collection, detention, and conveyance systems meeting the 100-year storm plan that mitigate flood risks and support water quality through Low Impact Development (LID) features where feasible. These upgrades provide a resilient and sustainable solution that integrates seamlessly with the overall corridor design, safeguarding Heber City's infrastructure and environment.
4. **Parking Strips:** Park strips can be added to increase aesthetics, green space, and snow storage; or removed to increase angled parking over parallel parking.

100 SOUTH TO 100 NORTH

1. **Major Intersections:** The high traffic intersections, including those that book-end the project at 100 S and 600 S, will be optimized with turning lanes with stacking length according to recent traffic study, and seamless transitions to neighboring corridors, reducing congestion and provide a smooth travel experience for drivers and pedestrians alike.

2. **Aesthetics:** The roadway design emphasizes a cohesive and modern aesthetic, with features such as well-integrated bulb-outs, improved pedestrian crossings, and smooth transitions between parking and travel lanes. These design elements create a visually appealing and functional corridor that enhances Heber City's downtown identity while supporting accessibility and traffic flow.

3. **Multiuse Trail and Safe Routes to School:** The completed multiuse trail along 100 West provides a safe and accessible corridor for pedestrians, cyclists, and other non-motorized users, seamlessly connecting downtown parks, open spaces, and key community destinations. Designed with safety and functionality in mind, the trail incorporates features that align with Heber City's Safe Routes to School initiative, ensuring children and families have secure and convenient pathways to local schools. These enhancements promote active transportation and create a cohesive, family-friendly environment that supports the City's vision for a connected and walkable downtown.

4. **Public Parking:** A key aspect of the redevelopment plan includes the potential purchase of properties on the east side of 100 West—specifically the Wasatch County Fire and Heber Light & Power buildings—located between Center Street and 100 South. By converting these properties into surface lots or a parking structure, the project addresses growing parking demands while ensuring accessibility for residents and visitors supporting the City's vision for improved convenience and accessibility to downtown.

100 WEST ROADWAY RENOVATION

600 SOUTH TO 500 NORTH

HEBER CITY

HEART OF THE WASATCH BACK

300 SOUTH
200 SOUTH
100 SOUTH

Q:\2025\UT-10461-25 100 West Street Design & Reconstruction\Project Data\Design\Roadway_Design\UT-10461-25 HS-HTCH-9-12-25.dwg - Layout 1 - 9/15/2025 04:00pm, ryan.dummer

HEBER CITY

ROBERT RUNK, P.E. — DATE

Horrocks.
728 WEST 100 SOUTH #2
HEBER CITY, UTAH 84032
(435) 654-2226

SCALE	
HORIZONTAL	1" = 40'
VERTICAL	N/A

100 WEST - 300 S TO 200 S

DESIGNED RTD	DATE 2025.09.15	PROJECT NO. UT-10461-25
DRAWN NR	DATE 2025.09.15	DRAWING NO. 1 OF 4
CHECKED RTD	DATE 2025.09.15	SHEET C1.0

Q:\2025\UT-10461-25 100 West Street Design & Reconstruction\Project Data\Design\Roadway_Design\UT-10461-25 HS-HTCH-9-12-25.dwg - Layout 2 - 9/15/2025 04:00pm, ryan.dummer

HEBER CITY

Horrocks.
728 WEST 100 SOUTH #2
HEBER CITY, UTAH 84032
(435) 654-2226

SCALE	
HORIZONTAL	1" = 40'
VERTICAL	N/A

100 WEST - 200 S TO 100 S

DESIGNED RTD	DATE 2025.09.15	PROJECT NO. UT-10461-25
DRAWN NR	DATE 2025.09.15	DRAWING NO. 2 OF 4
CHECKED RTD	DATE 2025.09.15	SHEET C1.1

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HEBER CITY

RUSSELL FUNK P.E. — DATE

Horrocks.
728 WEST 100 SOUTH #2
HEBER CITY, UTAH 84032
(435) 654-2226

SCALE	
HORIZONTAL	1" = 40'
VERTICAL	N/A

100 WEST - 100 S TO CENTER ST

DESIGNED RTD	DATE 2025.09.15	PROJECT NO. UT-10461-25
DRAWN NR	DATE 2025.09.15	DRAWING NO. 3 OF 4
CHECKED RTD	DATE 2025.09.15	SHEET C1.2

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HEBER CITY

Horrocks.
728 WEST 100 SOUTH #2
HEBER CITY, UTAH 84032
(435) 654-2226

SCALE	
HORIZONTAL	1" = 40'
VERTICAL	N/A

100 WEST - CENTER ST TO 100 N

DESIGNED RTD	DATE 2025.09.15	PROJECT NO. UT-10461-25
DRAWN NR	DATE 2025.09.15	DRAWING NO. 4 OF 4
CHECKED RTD	DATE 2025.09.15	SHEET C1.3

Heber City Council Staff Report

MEETING DATE: 10/7/2025

SUBJECT: Selection of Final Consultant as per interviews for the Trailhead Plaza RFQ

RESPONSIBLE: Anthony Kohler

DEPARTMENT: Planning

STRATEGIC RELEVANCE: Community Development

SUMMARY

This item is a continuing discussion from the work meeting interviews. Council is encouraged to rank the interviewed firms after discussing and completing a formal ranking using the recommended criteria. City staff will commence negotiations with the top-ranked firm for the purpose of designing the Trailhead Plaza Phase B.

RECOMMENDATION

Staff recommends Council members score each firm, after discussing their thoughts and observations of the firm interviews, utilizing the categories shown in the attached spreadsheet. The firm with the highest resulting score will be the firm staff will commence contract negotiations to complete the design of the plaza. If an agreement, including fees for consulting services, cannot be agreed to, staff will commence negotiations with the second rated firm.

BACKGROUND

N/A

DISCUSSION

N/A

FISCAL IMPACT

Costs will be determined upon receiving a design proposal by the chosen firm.

CONCLUSION

Council adopted the Trailhead Plaza design as part of its annual policy and budget priorities.

ALTERNATIVES

Alternatives include the choice between:

- Confluence
- GSBS
- Terracon

POTENTIAL MOTIONS

I make the motion to select the firm "_____", as being the highest qualified firm to complete the work, and direct staff to work with that firm to obtain a sealed fee proposal and marked up copy of the Architectural Services Agreement.

ACCOUNTABILITY

Department: Planning
Staff member: Anthony Kohler

EXHIBITS

1. Selection Criteria Scoring Phase II

Heber City City Trailhead Plaza RFQ Finalists

October 7, 2025

FIRM	REVIEWER	TEAM QUALIFICATIONS & RESOURCES (25%)	PROJECT UNDERSTANDING & SUITABILITY (25%)	DESIGN & PHASING APPROACH (25%)	PAST PERFORMANCE & TRANSPARENCY (15%)	PROGRAMMING & MANAGEMENT INTEGRATION (10%)	SUBTOTAL
CONFLUENCE	Aaron	0	0	0	0	0	**0**
	Mike	0	0	0	0	0	**0**
	Scott	0	0	0	0	0	**0**
	Sid	0	0	0	0	0	**0**
	Yvonne	0	0	0	0	0	**0**
CONFLUENCE TOTAL		**0**	**0**	**0**	**0**	**0**	**0**
GSBS	Aaron	0	0	0	0	0	**0**
	Mike	0	0	0	0	0	**0**
	Scott	0	0	0	0	0	**0**
	Sid	0	0	0	0	0	**0**
	Yvonne	0	0	0	0	0	**0**
GSBS TOTAL		**0**	**0**	**0**	**0**	**0**	**0**
TERRACON	Aaron	0	0	0	0	0	**0**
	Mike	0	0	0	0	0	**0**
	Scott	0	0	0	0	0	**0**
	Sid	0	0	0	0	0	**0**
	Yvonne	0	0	0	0	0	**0**
TERRACON TOTAL		**0**	**0**	**0**	**0**	**0**	**0**

Heber City City Trailhead Plaza RFQ Finalists

October 7, 2025