

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

April 7, 2026

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

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

- I. CLOSED MEETING: (As Needed) - 4:00 P.M.**
 1. Discuss the character, professional competence, or physical or mental health of an individual
- II. WORK MEETING - 5:00 P.M.**
 1. Hwy 189 Properties (Jamie Baron, Planning Manager) - *10 min*
 2. Old Mill Village Town Home Restrictions (Jamie Baron, Planning Manager) - *20 min*
 3. Discussion and Direction on Language Proposed for Inclusion in the Heber City Expansion Area Memorandum of Understanding (MOU) with Wasatch County (Matt Brower, City Manager) - *20 min*
- III. BREAK - 10 MIN**
- IV. REGULAR MEETING - 6:00 P.M.**
 1. Call to Order
 2. Pledge of Allegiance (Sid Ostergaard, Council Member)
 3. Prayer/Thought by Invitation (Yvonne Barney, Council Member)
- V. AWARDS, RECOGNITION, and PROCLAMATIONS:**
 1. Proclamation of 2026 Public Works Week
- VI. CONFLICT OF INTEREST DISCLOSURE:**
- VII. PUBLIC HEARINGS: (Council May Take Action Following Public Comment and Upon Conclusion of the Public Hearing)**
 1. Public Hearing and Possible Adoption of the Second Budget Amendment for Fiscal Year 2026 Resolution 2026-06 (Sara Nagel, Finance Manager)
- VIII. CONSENT AGENDA:**
 1. March 3, 2026, City Council Meeting Minutes and the March 17, 2026, City Council Work Meeting Minutes (Trina Cooke, City Recorder)

2. Ordinance 2026-05 Updating Wildland Urban Interface Map (Tony Kohler, Community Development Director)
3. Request for Sponsorship Funding in the Amount of \$5,000.00 for the Wasatch County Tourism and Economic Summit (Matt Brower, City Manager)
4. Ordinance 2026-04: Amending the Height of Flagpoles in the Institutional & Public Facilities Zone (Jacob Roberts, Planner)
5. Resolution 2026-05 finding hazardous environmental conditions and restriction of fireworks within designated portions of Heber City (Tony Kohler, Community Development Director)
6. Liquidation of Fleet Equipment (Preston Hicken, Fleet Manager)

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

X. GENERAL BUSINESS ITEMS:

1. Review City Policy Pertaining to Burial of above Ground Utilities (Tony Kohler, Community Development Director) - *30 min*
2. Discussion and Direction on Language in the North Fields Memorandum of Understanding (MOU) with Wasatch County (Matt Brower, City Manager) - *20 min*

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

1. Ordinance 2026-05: Repeal of 18.122 Fee Schedule and to amend 18.52.040 Area, Width, Height, and Setback Requirements to adopt Residential Rear Yard Setback Exemptions (Jamie Baron, Planning Manager) - *15 min*
2. Authorization to 1) Utilize a ModTruss System to Create a Backdrop-wall for the Main Stage and 2) Purchase the System (Matt Brower, City Manager) - *20 min*
3. Request for TAP Tax Funding for Bronze Plaque and Park Sign for the Private Kay Pete Murdock Jones Park (POSTT) - *10 min*
4. Establish Dates for FY '27 Budget Workshops (Sara Nagel, Finance Manager, Matt Brower, City Manager) - *15 min*
5. Consider Renewal of City Manager Employment Agreement (Jeremy Cook, City Attorney, Sid Ostergaard, Council Member, Aaron Cheatwood, Council Member) - *5 min*
6. Ordinance 2026-06: Prohibiting Virtual Currency Kiosks (Parker Sever, Chief of Police) - *15 min*

XII. COMMUNICATION:

XIII. 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 April 2, 2026, 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>.



Heber City Council Staff Report

MEETING DATE: 4/7/2026
SUBJECT: Hwy 189 Properties
RESPONSIBLE: Jamie Baron
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community and Economic Development

SUMMARY

Four property owners on Hwy 189, between 2400 South and 3000 South, desire to modify the Heber City Annexation Policy Plan boundaries to include their properties, consisting of approximately 95 acres. The applicants are seeking initial input from the Council on the proposal.

RECOMMENDATION

Staff is seeking guidance from the Council on support for the potential Annexation Policy Plan Change.

BACKGROUND

Heber City has amended the Annexation Policy Plan 3 times in the last 6 years. In 2018, the City amended the plan to include the Jordanelle Ridge and North Village Areas. During this change, the Council discussed including the Sewer Farms and the agricultural properties down to 3000 S on Hwy 189. The decision at that time was to not include these properties. In 2024, the City modified the annexation policy plan to include the Kruger property east of Red Ledges.

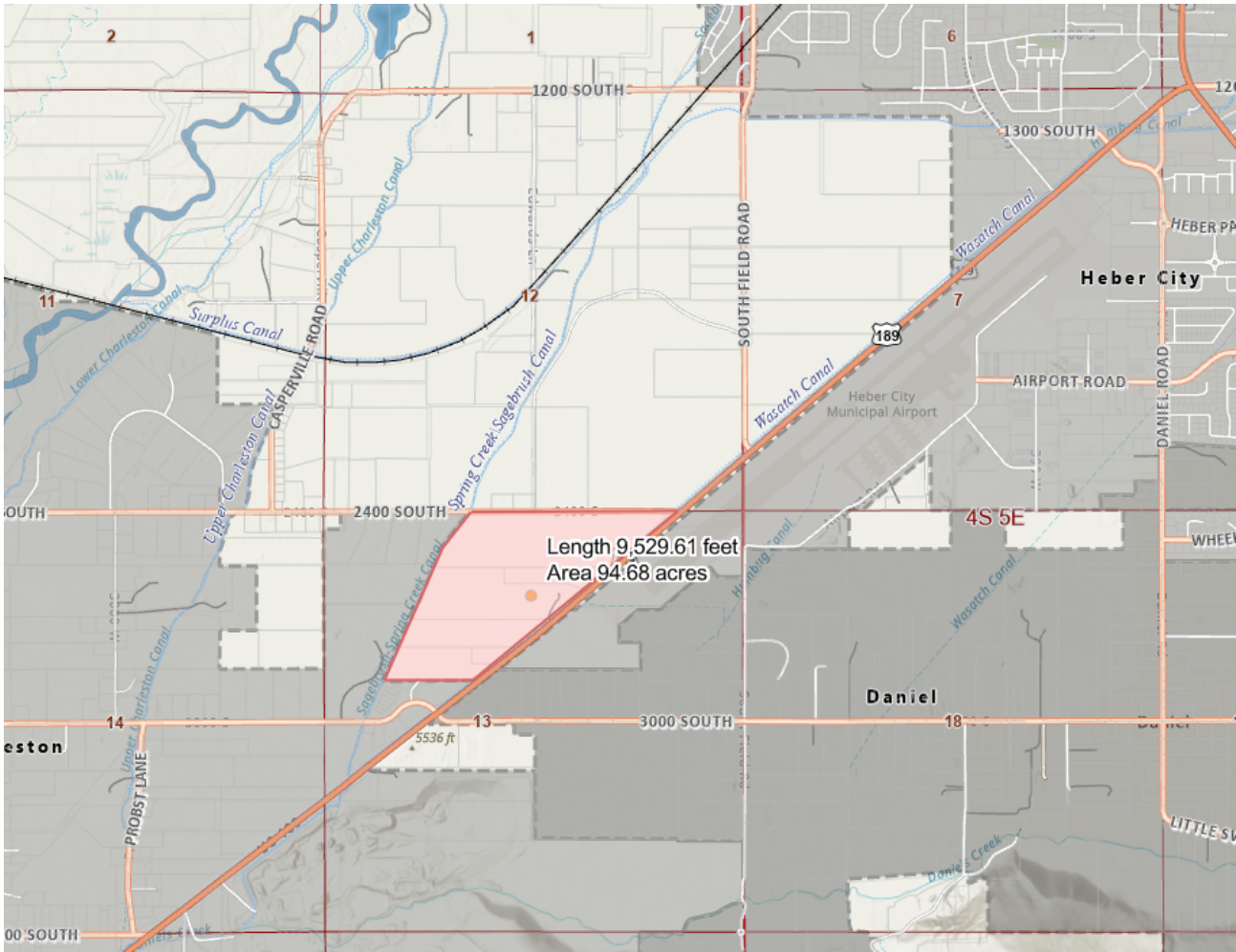
In 2022, The town of Charleston requested an agreement with Heber City to connect to sewer to allow for future growth potential. The agreement was approved by the City.

In December of 2025, Charleston requested a termination of the previous agreement. The termination was completed and executed.

DISCUSSION

Annexation Area

The property owners of approximately 95 acres are seeking a potential annexation into Heber City. The property owners have represented that they did apply for annexation into the town of Charleston, but the town denied the annexation and then subsequently terminated the sewer agreement. The property owners are now seeking annexation into Heber City.



Charleston Agreement

In consideration of the Sewer Capacity, Charleston agreed to the following:

- Charleston would not annex Parcels 08-7721, 08-8083, 08-8075, 11-8252, 08-8208 for a period of 3 years from the date of the agreement, or UDOT identifies a corridor related to Hwy 189, whichever happens first. **This has expired as the agreement is dated December 13, 2022 and UDOT has identified their preferred alternative.**
- Charleston would not annex parcels north of 2400 S and east of the Sagebrush and Spring Creek Canal.
- City agrees not to annex any parcels of land that are located south of 2400 S or west of Sage Brush and Spring Creek Canal and South of 1200 South. If the City reconsiders annexation, the City shall first offer Charleston a first right of refusal to annex said parcels. **The property Owners petitioned Charleston for annexation and were denied.**

This agreement and any requirements on both Heber City and Charleston are now null and void as of the execution the mutual termination in December of 2025.

FISCAL IMPACT

N/A

CONCLUSION

The Hwy 189 property owners, after seeking annexation into charleston, being denied, and Charleston terminating the sewer agreement with Heber City, are asking to amend the annexation policy plan to allow for a potential annexation of approximately 95 acres of land into Heber City, located south of 2400 South and between the canal an Hwy 189.

ALTERNATIVES

Not an Action Item

POTENTIAL MOTIONS

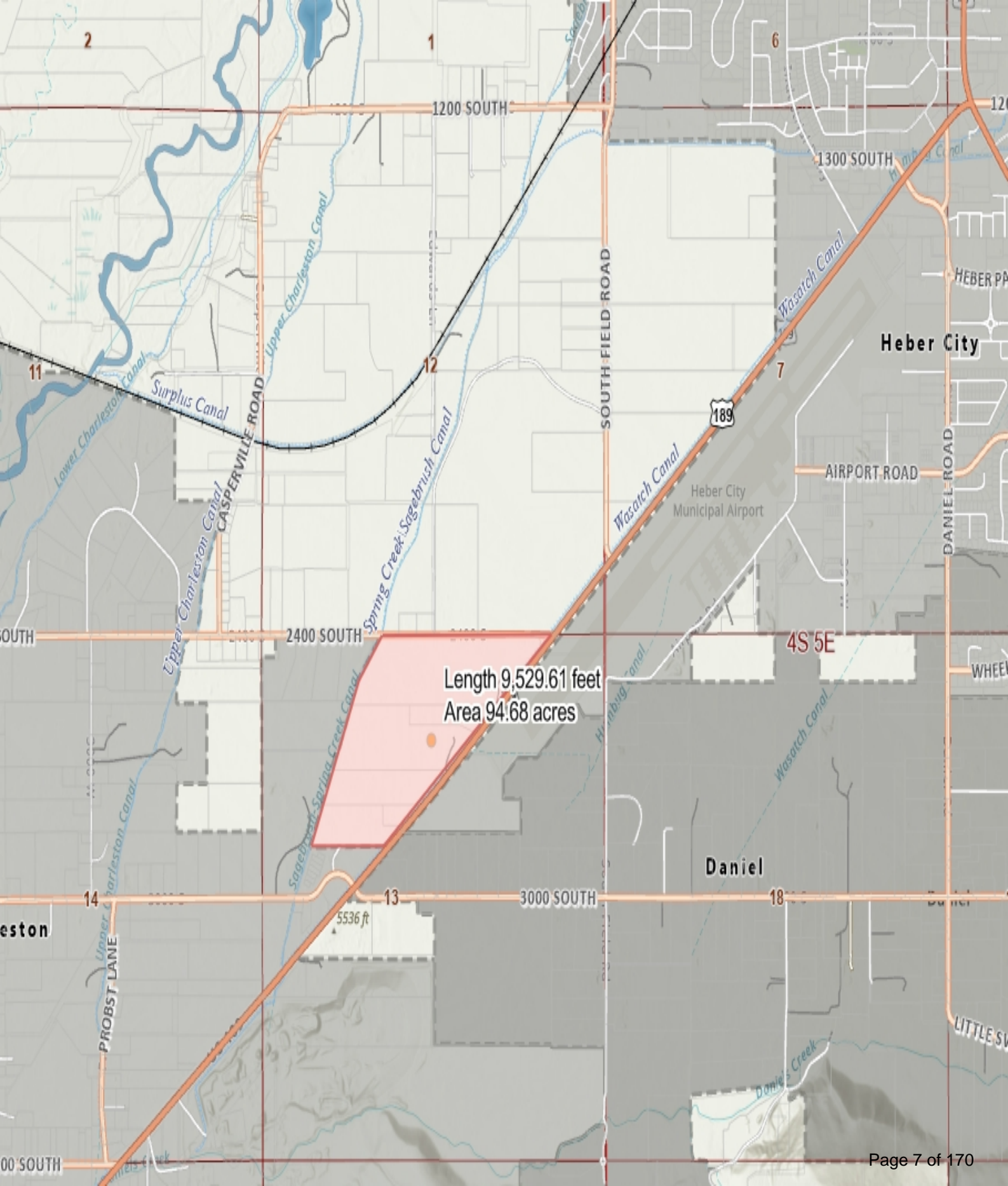
Not an Action Item.

ACCOUNTABILITY

Department: Planning
Staff member: Jamie Baron, Planning Manager

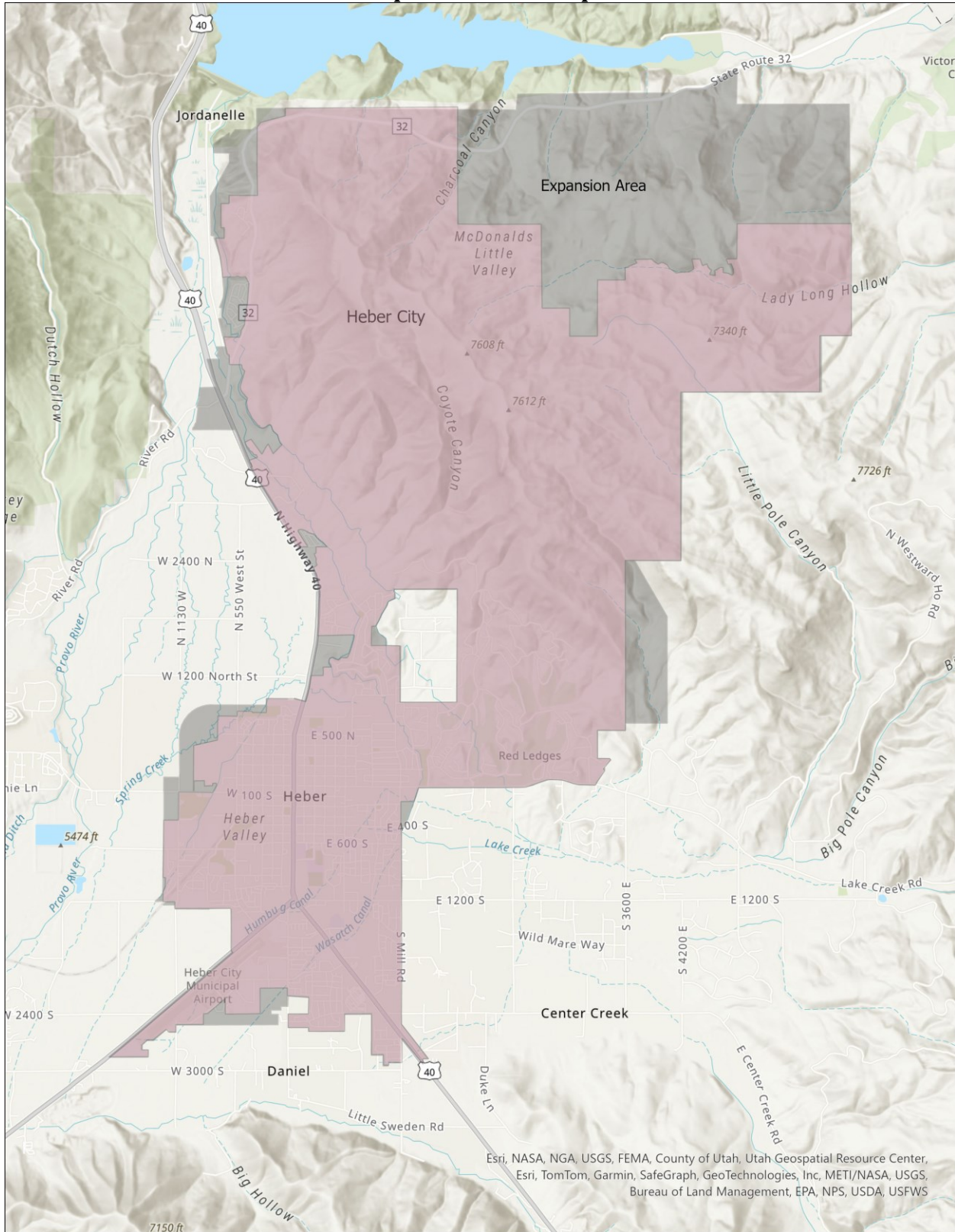
EXHIBITS

1. Hwy 189 Properties Map
2. Annexation Policy Map
3. Heber City, Twin Creeks, and Charleston Agreement for Shared Waste Water Delivery and Facilities 1.13.2022
4. Charleston Town - Termination of Wastewater Delivery Agreement



Length 9,529.61 feet
Area 94.68 acres

Expansion Area Map



Heber City, Twin Creeks, and Charleston

Agreement for Shared Waste Water Delivery and Facilities

Agreement for the establishment, maintenance and repair of a new Sewer Line and Facilities, (Agreement), administered by, through and between Heber City, a Municipal Corporation (City), Twin Creeks Special Service District (TCSSD) and the Town of Charleston, a Municipal Corporation (Charleston). The purpose of this Agreement is to make available Heber City's sewer system capacity and build new Facilities to transport waste water to the Heber Valley Special Service District (District).

1. **Counter Parties.** The Parties to this Agreement are:
 - A. Heber City, Utah, a Municipal Corporation (City)
 - B. Twin Creeks Special Services District (TCSSD)
 - C. Town of Charleston, Utah, a Municipal Corporation (Charleston)

2. **Services to be Provided.** City agrees to furnish to TCSSD and Charleston, and users agree to utilize and pay for the following:
 - A. Use of City sewer conveyance system to transport the User's wastewater from the User's system to Heber Valley Special Services District (HVSSD).
 - B. Construction of additional sewer capacity on Midway Lane by constructing new 36" line and abandoning existing 21" line.

3. **Term.** This Contract shall be in full force and continue in effect for a term of forty (40) years, with Users' options for two additional terms of twenty (20) years each.

4. **Definitions.**
 - A. Users: TCSSD and Charleston
 - B. Facilities:
 - 1) **Facilities.** Refers to Existing Shared Facilities and Future Shared Facilities.
 - 2) **Existing Shared Facilities.** Existing Shared Facilities are all City owned facilities shared by the users and existing as of the date of this Agreement. Refer to Exhibit A for complete list of Existing Shared Facilities.
 - 3) **Independent Facilities.** Independent Facilities are those built and exclusively owned by a single user and connect to City's Existing Shared Facilities. All connection points and associated meters are owned by City.
 - a. **TCSSD Independent Facilities.** Facilities owned by TCSSD with two proposed connections to City Facilities. An existing connection at 600 S. and Mill Road and a new connection at 1200 S. and Mill Road.
 - b. **Charleston Independent Facilities.** Facilities owned by Charleston with a single connection to City Facilities at approximately 1200 West and 1200 South.
 - 4) **Future Shared Facilities.** Future Shared Facilities are all City owned facilities shared by the users and constructed after the date of this Agreement with capacity used by the Users and City. City shall construct and own the Future Shared Facilities, but TCSSD and Charleston shall pay the cost of construction. Future Shared Facilities include a new 36" sewer line to be built on Midway Lane. The new 36" line is to replace City's existing 21" line dedicated to temporary City back-up.
 - a. City currently owns and utilizes an existing 36" line on Midway Lane that is projected to meet future City capacity demands. City also owns an existing 21" line on Midway Lane that currently serves as a temporary back up. If not for future capacity flow of TCSSD and Charleston, City would not need to construct

or participate in the construction of a second 36" line. Therefore, the new 36" line will be paid for by TCSSD and Charleston.

- b. TCSSD and Charleston shall pay for using capacity in the new 36" line though a Connection Fee per Section 8.

5. Rates and Charges. In consideration for the services to be provided by City, TCSSD and Charleston agree to pay City a Wheeling Fee and Connection Fee.

A. Wheeling Fee: TCSSD and Charleston agree to pay City a monthly Wheeling Fee to cover City's actual administration costs, City portion of District treatment costs, City operation and maintenance costs, and City renewal and replacement costs for Existing and Future Shared Facilities.

- 1) The monthly Wheeling Fee will equal one-twelfth of that portion of the total annual budget that is established for each User's use of City's Existing and Future Shared Facilities.
 - a. Within 90 days of Agreement execution, City will commence a cost of service study to identify all wheeling costs stemming from TCSSD and Charleston's use of City's Existing and new Shared Facilities. In addition to identifying annual wheeling costs, study will identify a reasonable methodology for determining wheeling costs in subsequent years. This Agreement will initially be adopted contingently, providing TCSSD and Charleston an opportunity to review and agree with proposed wheeling costs and methodology for establishing future annual budgets.
 - b. Wheeling Fee will include compensation to City for Users temporary use of City's existing 36" line in Midway Lane until New 36" Future Shared Facilities are constructed.
- 2) Upon execution of an Agreement and at the beginning of each fiscal year thereafter, City shall calculate and project the Annual Budget of the Facilities, using the recommendations of the wheeling fee study. If the prior year's actual annual budget exceeds the projected Annual Budget for said prior year so that City is required to pay the deficiency during that year, or if the prior year's Annual Budget exceeds the actual annual budget for said prior year so that surplus monies remain at the end of that year, an adjustment shall be made in the following year's Annual Budget to rectify the resulting credit or debit.

B. Connection Fee: TCSSD and Charleston agree to collect on behalf of and remit to the City a one-time Connection Fee that has a twofold purpose. The first part (**Part A**) of the Connection Fee shall fund the City's "**Cost of Construction**" for the new 36" line in Midway Lane; i.e. Future Shared Facilities, including the planning, construction and financing of this line. The second part of the fee (**Part B**) shall satisfy the "**Buy-In**" portion of the Connection Fee for using the City's Existing Shared Facilities. The Buy-In portion shall represent the value of replacing the reserve, surplus capacity of the City's existing lines.

- 1) Initial Connection Fee amounts have been estimated in separate studies commissioned by the City, entitled *Sewer Capacity and Fee Analysis for Twin Creeks Special Service District / Charleston Connections*, based on the capacities requested by the Users.
- 2) Users will collect the Connection Fee's based on Equivalent Residential Units (ERU's) when issuing building permits in their respective service areas.
 - a. TCSSD will pay \$1,134 per ERU. (Part A \$663 + Part B \$471)
 - b. Charleston will pay \$698 per ERU. (Part A \$569 + Part B \$129)
- 3) Connection Fee will be collected for the City by TCSSD and Charleston on all development occurring in their respective jurisdictions that utilize City Facilities. The Connection Fees collected on behalf of the City will be remitted monthly to City by the

25th of the subsequent month following collection. Remittance shall commence within 90 days after a public hearing required for adoption of new fees, or, on or before the 1st day of February, 2022, whichever first occurs.

- 4) Cost of Construction portion (Part A) of the Connection Fee shall have the future ERU values and the estimated costs for the New 36" Future Shared Facilities updated jointly by the parties every five (5) years from the date of this Agreement to insure ERU's and estimated construction costs of the Future Shared Facilities are accurate.
- 5) Buy-In portion (Part B) of the Connection Fee shall remain fixed at the amount determined at the time this Agreement is executed, except for annual inflation adjustments described below.
- 6) Maximum capacity granted to Users is fixed at the original requested amounts of 3,310 gpm total peak flow (2,180 gpm 600 South, 2,000 gpm 1200 South) for TCSSD; and 698 gpm total peak flow for Charleston. Additional capacity above these requests are subject to renegotiation. Flow into the City Facilities above the original requested amounts, that continues for a minimum period of 30 days, may subject the Users to a penalty, at the sole discretion of the City, payable to City, of up to \$5,000 per day for every day the original capacity request is exceeded. Capacity will be monitored at metering stations installed by Users and owned by City at each initial point of connection to City Facilities.
- 7) Beginning January 1st, 2022, all City fees shall be adjusted on January 1st of each year for inflation by and pursuant to the percentage change in the ENR 20 City Construction Cost Index from January to December of the prior year.
- 8) Cost of Construction portion (Part A) of the Connection Fee shall be deposited into an independent, interest bearing account. The City shall provide notice to the Users when it has established the independent, interest-bearing account. The City shall not commingle Part A Connection Fees with other City funds. The City will hold these Connection Fees in trust to be used for the sole purposes set forth in this Agreement and for no other purpose.

6. Construction and Funding of Future Shared Facilities. To insure capacity in the City's existing 36" line on Midway Lane is not exceeded, City shall begin planning for expansion of Future Shared Facilities no less than 24 months prior to date City projects capacity in the existing Midway Lane line is to be exceeded. The City shall provide written notice to the Users when the City begins such planning. Planning for the expansion will commence 24 months prior to the advanced timeline date determined jointly by the parties.

- A. City will be responsible for planning, financing, construction, and ultimate payment of the cost of Future Shared Facilities (i.e. New 36" sewer line on Midway Lane).
- B. TCSSD and Charleston shall be responsible for planning, financing, construction, and ultimate payment of the cost of their respective Independent Facilities up to City's existing facilities.
- C. City will utilize accrued Connection Fees submitted to City for expansion of Future Shared Facilities. City will first consider a pay-as-you-go funding strategy, evaluating whether Connection Fees submitted to City are sufficient to cover 100% of costs for planning and construction of Future Shared Facilities.
- D. Should Connection Fees, submitted to City by Users since the execution of Agreement, be insufficient to complete the planning and construction of Future Shared Facilities, City will seek to finance the planning, construction, and financing costs for Future Shared Facilities. City will first pledge submitted Connection Fees to project costs and finance difference.
- E. Should City determine, in conjunction with TCSSD and Charleston, that issuing debt is the best strategy for funding the planning, design, construction, and financing of Shared

Facilities, City will arrange for issuance of debt for all project costs of Future Shared Facilities.

- F. City will pledge Connection fees submitted by Users to annual interest and principal payments. Should submitted Connection Fees be insufficient to make an annual interest and principal payments, TCSSD and/or Charleston will advance the difference to the City within 40 days of receipt of written notice from the City of the required Principal and Interest payment. Whichever party is responsible for the delinquency or insufficiency in covering the fees and costs associated with Future Shared Facilities described in this Agreement, shall pay said delinquent amount. In the event there is an overpayment paid to the City, such shall be reimbursed back by the City at the final accounting after the completion of Future Shared Facilities. In the event TCSSD or Charleston is unable or refuses to pay the annual interest and principal payments (P&I payments) within the said 20 days required payment schedule, the Parties specifically agree pursuant to the governing provision of the Agreement, that the City shall be allowed to seek a judgment against the non-paying party and secure a lien, including but not limited to any other remedy available by law or in a court of equity, without opposition or defense from or by the non-paying party, unless the City is in default of this Agreement.
- G. Notwithstanding the description of the Future Shared Facilities herein as 36-inch in diameter, the parties will work together in the design phase to find the most economical way to convey the prescribed design flows. This may, or may not, be a 36-inch diameter pipe along the full project length.

- 7. **Maintenance and Repair of Facilities.** City shall be responsible for providing for the operation, maintenance and repair of Facilities and any decisions in that regard shall be made solely and exclusively by City. The City shall operate, maintain, and repair the Facilities in a good and workmanlike manner, using at least the standard of care that the City uses in the operation maintenance, and repair of its own facilities.
- 8. **Maintenance of Respective Collection Systems.** City and Users shall each maintain and be responsible for the repair and proper operation of their respective collection system. Should Users not properly maintain their respective collection systems causing City to sustain increased operating and maintenance costs for Facilities, these costs shall be paid by the User responsible for the increased costs.
 - A. Each User hereto agrees to make reasonable efforts to monitor the wastewater originating within its collection system so as to prevent the introduction of wastewater which adversely affects the operation of the Facilities and to prevent the discharge of springs, flood waters and other non-sewage waters in its collection system.
 - B. Each User agrees to abide by all reasonable rules, regulations and instructions in the operation and maintenance of their respective collection systems.
 - C. Any discharge by the User which exceed facility design levels or contain abnormally high concentrations of pollutants as defined in Heber City code, will require pretreatment to bring said discharges into compliance.
- 9. **Advisory Group.** Upon request by any user, a meeting shall be convened comprising representatives of City, TCSSD, and Charleston for the purpose of discussing problems, policies, revenues, expenditures and any other matter effecting the operation of the Facilities. The conclusions, recommendations, or information emanating from a meeting shall be presented to City for its consideration and used in the operation, maintenance and/or improvement of Facilities. It is understood that the purpose of this meeting is to further cooperation between parties and to

render advisory assistance, but in no way to limit the right of ownership or operational requirements.

10. Contract Termination.

- A. By mutual agreement of City and User at any time, excluding item C below.
- B. By the User giving written notice of termination to City within 90 days after receipt of written notice from City that City intends to undertake the expansion of the new Shared Facilities on Midway Lane.
- C. If notice of termination is not received by City within 90 days of written notice that City intends to undertake expansion of Future Shared Facilities; Users are bound financially to their financial obligations related to system expansion of the Future Shared Facilities.
- D. In the event that a Party terminates their participation in the Agreement, and stops their flow, and Future Shared Facilities are built to completion, the exiting Party shall leave the association and the Agreement with no ownership, and no reimbursement for any payments or investment.
- E. In the event that a Party terminates their participation in the Agreement, and stops their flow, and the Future Shared Facilities are NOT built to completion, the exiting Party shall pay it's remaining, respective share of the costs and fees insomuch as the remaining Party or Parties are made whole. The exiting Party shall be reimbursed their construction, planning and financing fees, and not the Wheeling Fee or Buy-In portion of the Connection Fee. The Parties specifically agree that in the event there are unpaid fees or costs owing from an exiting Party or Parties, that the remaining Party or Parties shall be allowed to seek a judgment against the exiting Party or parties, and secure a lien, including but not limited to any remedy available by law or in a court of equity, sufficient to make the remaining party or parties whole, without opposition or defense from or by the delinquent, exiting Party, unless the City is in default of this Agreement.

11. Insurance on Facilities. City, in its operation of the Facilities, will carry insurance, including but not limited to workman's comp and public liability insurance, in such amounts and to such extent as is normally carried. The cost of such insurance shall be considered an operation and maintenance expense of the Facilities. In the event of loss or damage, insurance proceeds shall be used for the purpose of restoring or replacing the property lost or damaged.

12. Obligation of User Hereunder. Users agree to impose such rates and charges for service supplied by City and will make possible the prompt payment of all expenses incurred in operating and maintaining such Facilities, including the payments due hereunder and the prompt payment of all obligations of the Users.

13. Default. If after written notice from the City, in the event billings are not paid within forty (40) days after they are received each month, a late charge of 1.5% per month on the unpaid principle balance shall be added thereto, unless the billing is contested in good faith, in which event the parties will either resolve the dispute before the next billing date or the User will pay the billed amount under protest with a right to recoup any portion later determined to be an overpayment.

14. Enforcement of Contract. Each party hereto is hereby granted the right to bring such suits and to institute such litigation against the other party and its officials as may be necessary to require the full performance by the other party of all the agreements herein contained and all duties devolving on it under the provisions hereof, which suits may, but without limitation, include suits for mandamus or injunction.

- 15. Compliance with Laws.** All parties hereto agree to comply in every respect with any applicable State, Federal or County laws regulating the safe, sanitary and healthful operation of Facilities.
- 16. Liability of City.** City shall not be responsible for damages from any failure of the Facilities which cause a backup of effluent in Users mains. The Users agrees to save and hold City harmless from any damage to their collection systems or resulting from its Collection System by reason of sewer backup or inability of the System to accept the total effluent delivered to City's Facilities, unless it can be shown that a loss resulted from the gross negligence or intentional wrongful act of Heber, its agent, officers, or employees.
- 17. Joint Cooperation.** The parties hereby agree to cooperate with each other in the common planning and use of sewer lines and systems where such cooperation will result in greater efficiency and economy. It is recognized that such constraints as topography and practicality may logically require Interlocal cooperation from time to time. In the event of such planning or the common use of sewer lines not otherwise within the scope of the agreement the installation, operation and maintenance thereof shall be subject to the provisions of separate written agreement between the parties.

Charleston agrees not to annex Parcels 08-7721 and 08-8083 and 08-8075 and 11-8252, and 08-8208 for a period of three years from the date this Agreement is recorded, or UDOT has identified a corridor for the potential realignment of State Highway 189 as it nears Heber City, whichever occurs first. In the event Charleston does desire to annex Parcel 08-8208, Charleston shall reserve by easement or other legally binding means sufficient area on the east end of Parcel 08-8208 to accommodate the associated portion of a bypass road/highway configuration passing through and upon said Parcel until the conditions stated above are satisfied.

Charleston agrees not to annex any parcels of land that are located north of 2400 South Road and east of the Sagebrush and Spring Creek Canal. More particularly, these are Parcels 08-7580 and 08-7598 and the numerous parcels currently owned by Heber Valley Special Service District.

City agrees not to annex any parcels of land that are located south of 2400 South, or west of the Sage Brush and Spring Creek Canal and south of 1200 South Road. In the event that City at some time re-considers annexation of these parcels, the City shall first offer Charleston a first right of refusal to annex said parcels described herein.

- 18. Miscellaneous.** Parties shall not be deemed to be partners or joint ventures in any manner in the use or operation of the facilities. Contract may be amended from time to time by mutual agreement.
- 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. Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials,

equipment or reasonable substitutes therefor; acts of nature, inclement weather, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties, public health orders or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

- 22. Time is of the Essence.** Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.
- 23. Mutual Drafting.** Each Party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either Party based on which Party drafted any particular portion of this Agreement.
- 24. Applicable Law.** This Agreement is entered into in the City in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.
- 25. Recordation and Running with the Land.** This Agreement shall be recorded in the office of the Wasatch County Recorder. 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 hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. All successors in interest shall succeed only to those benefits and burdens of this Agreement which pertain to the portion of the Project Area to which the successor holds title. Such titleholder is not a third party beneficiary of the remainder of this Agreement or to zoning classifications and benefits relating to other portions of the Project Area. The obligations of TCSSD and the Charleston hereunder are enforceable by the City, and no other Person shall or may be a third party beneficiary of such obligations unless specifically provided herein.
- 26. Authority.** The parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement lawfully binding the City.
- 27. Covenant of Good Faith and Fair Dealing.** No party shall do anything which shall have the effect of injuring the right of another party to receive the benefits of this Agreement or do anything which would render its performance under his agreement impossible. Each party shall perform all acts contemplated by this Agreement to accomplish the objectives and purposes of this Agreement.
- 28. Further Actions and Instruments.** The Parties agree to provide reasonable assistance to the other and cooperate to carry out the intent and fulfill the provisions of the Agreement. Each of the parties shall promptly execute and deliver all documents and perform all acts as necessary to carry out the matters contemplated by this Agreement.
- 29. Partial Invalidity Due to Governmental Action.** In the event state or federal laws or regulations enacted after the Effective Date of this Agreement, decision of any court of competent jurisdiction, or formal action of any governmental jurisdiction other than City, prevent compliance with one or more provisions of this Agreement, or require changes in plans, or permits approved by City, the parties agree that the provisions of this Agreement shall be modified extended or suspended only to the minimum extent necessary to comply with such laws or regulations.

- 30. Attorney Fees and Costs.** In the event of the failure of either Party hereto to comply with any provision of this Agreement, and the Parties do not resolve any such dispute by mediation, the defaulting Party shall pay any and all costs and expenses, including reasonable attorneys' fees, costs of investigations, taking depositions and discovery, and all other necessary costs incurred in, arising out of or resulting from such default (including any incurred in connection with any appeal or in bankruptcy court) incurred by the injured Party in enforcing its rights and remedies except as otherwise specifically stated in this Agreement.
- 31. Records and Audit.** The City shall maintain all books, records, and other documentation related to this Agreement, specifically including all books, records and other documentation related to its receipt and expenditure of funds pursuant to this Agreement, and shall allow Users to inspect and audit such books, records and other documentation upon reasonable request.
- 32.** This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either party hereto, or agent of either party hereto which is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified or altered except in writing approved by the Parties.
- 33.** This Agreement shall be a covenant running with the land, and shall be binding upon the parties and their assigns and successors in interest. This Agreement shall be recorded with the Wasatch County Recorder.

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

DATED this 13th day of January, 2021. 2

HEBER CITY

By: *Kelleen Potter*
Mayor Kelleen Potter



ATTEST:

Krina W. Locke
Heber City Recorder

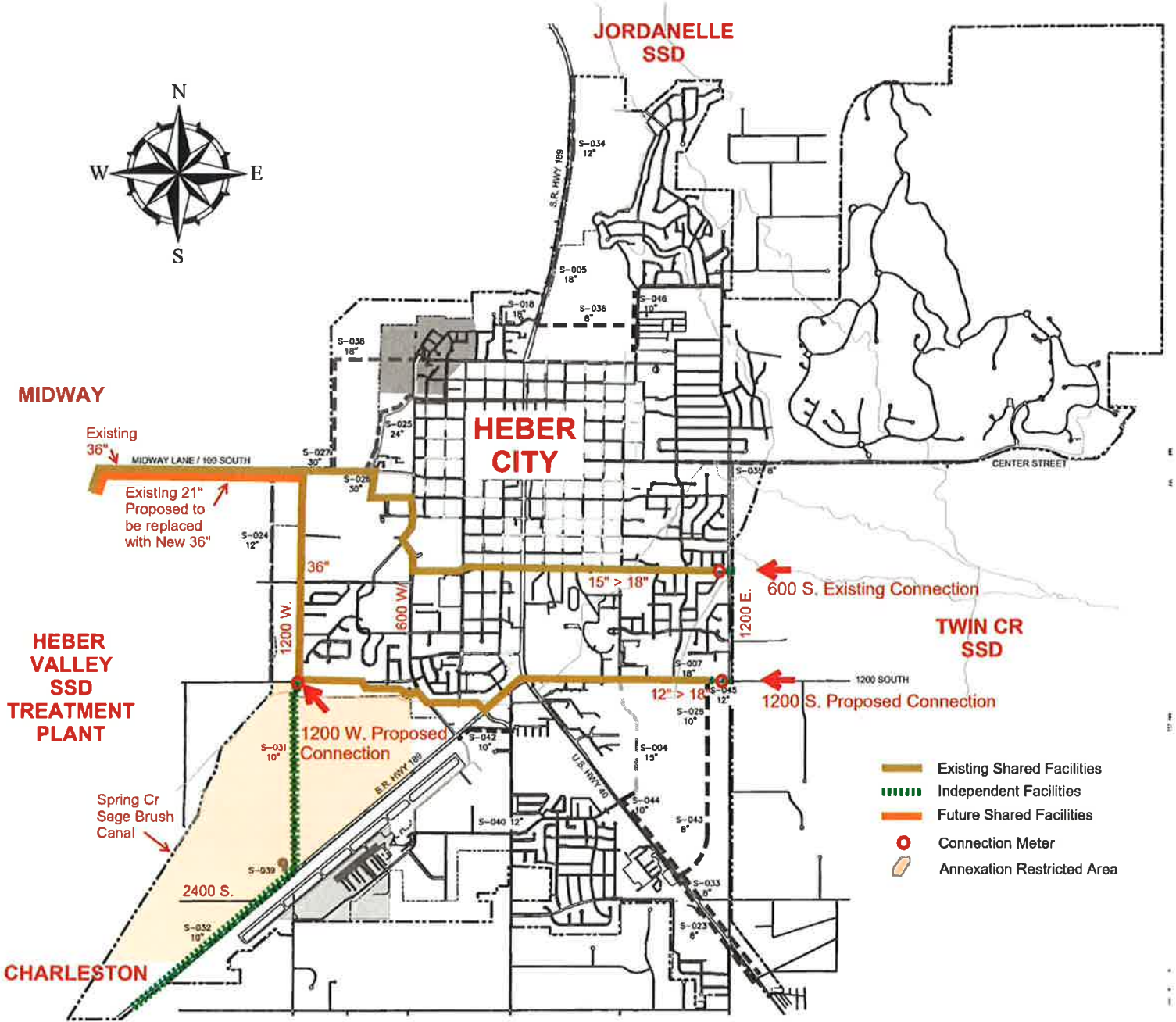
TWIN CREEKS SPECIAL SERVICE DISTRICT (TCSSD)

By: *Max Covey*
Max Covey, General Manager

TOWN OF CHARLESTON, A MUNICIPAL CORPORATION (Charleston)

By: *Brenda Kozlowski*
Mayor Brenda Kozlowski

EXHIBIT A



**MUTUAL TERMINATION OF
HEBER CITY AND CHARLESTON AGREEMENT FOR SHARED WASTEWATER
DELIVERY AND FACILITIES**

THIS MUTUAL TERMINATION OF PARTICIPATION AGREEMENT AND MUTUAL RELEASE (this “**Termination Agreement**”) is made and entered into as of the date executed by all undersigned Parties, by and between **CHARLESTON TOWN** and **HEBER CITY**. This Termination Agreement references and relates to the Heber City, Twin Creeks, and Charleston Agreement for Shared Wastewater Delivery and Facilities dated as of January 13, 2022 (the “**Original Agreement**”), attached hereto as *Exhibit A*. Charleston Town and Heber City may be referred to herein individually as a “Party” and collectively as the “Parties”.

Recitals

A. Charleston Town, Heber City, and Twin Creeks Special Services District (“**Twin Creeks**”) entered into the Original Agreement whereunder Heber City would share certain wastewater facilities in exchange for, among other things, Charleston’s agreement to share in the cost of the construction of future shared facilities.

B. As of the date of this Termination, Charleston has not connected to Heber City’s wastewater facilities.

C. Pursuant to paragraph 10.A, Heber City and Charleston Town may, without consent of Twin Creeks, mutually agree to terminate the Original Agreement insofar as it applies to the mutual obligations between Heber City and Charleston Town.

D. The Parties have mutually agreed to terminate the Original Agreement pursuant to paragraph 10.A consistent with the terms of this Termination Agreement.

E. Heber City and Twin Creeks desire to remain bound by the terms of the Original Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Termination of Original Agreement. By way of this Termination, the Parties desire to completely and immediately terminate the Original Agreement, insofar as it creates obligations between the Parties and acknowledge and agree that neither Party shall have any obligation or liability to the other in connection with the Original Agreement. As such, the Parties hereby terminate immediately, for mutual convenience, the Original Agreement. Effective immediately upon execution of this Termination Agreement, neither Party shall have any obligation, responsibility, or liability to the other Party for any reason whatsoever in connection with the Original Agreement whether such obligation is past, present, or future.

2. No Termination Between Heber City and Twin Creeks. Nothing in this Termination Agreement shall be construed as a termination between Heber City and Twin Creeks. Accordingly, the Original Agreement between Twin Creeks and Heber City, remains in full force and effect.

2. Mutual Release. Effective immediately upon execution of this Termination Agreement, each Party releases and forever discharges the other Party and all of its employees, agents, successors, assigns, legal representatives, affiliates, directors, and officers from and against any and all actions, claims, suits, demands, payment obligations, or other obligations or liabilities of any nature whatsoever related to the Original Agreement (whether known or unknown), which such Party or any of its employees, agents, successors, assigns, legal representatives, affiliates, directors, and officers have had, now have, or may in the future have directly or indirectly arising out of (or in connection with) the Original Agreement.

3. Miscellaneous. This Termination Agreement is the entire agreement between the Parties regarding the subject matter contained herein. It supersedes, and its terms govern, all prior proposals, agreements, or other communications between the Parties, oral or written, regarding the subject matter contained herein. This Termination Agreement is binding upon and shall inure to the benefit of the Parties, and their respective successors and assigns. This Termination Agreement shall be interpreted, construed, and enforced in all respect in accordance with the laws of the State of Utah, without regards to its conflicts of laws principles. This Termination Agreement may be executed in any number of counterparts (including execution by electronic transmission) with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same document. Signature pages may be detached from the counterparts and attached to a single copy of this Termination Agreement to physically form one document.

(Remainder of Page Intentionally Left Blank; Signature Page Follows)

IN WITNESS WHEREOF,

CHARLESTON TOWN

BY: Signed by:
Mayor Brenda Christensen
45B5020F4A93454...

ITS: Mayor

Attest: Signed by:
Karen Mair
283F1B151F9D454...
(Karen Mair, Town Clerk)

HEBER CITY

BY: Heidi Franco

ITS: Mayor

Attest: Dina Wootlee



EXHIBIT A

Heber City, Twin Creeks, and Charleston Agreement for Shared Wastewater Delivery and Facilities

Heber City, Twin Creeks, and Charleston Agreement for Shared Waste Water Delivery and Facilities

Agreement for the establishment, maintenance and repair of a new Sewer Line and Facilities, (Agreement), administered by, through and between Heber City, a Municipal Corporation (City), Twin Creeks Special Service District (TCSSD) and the Town of Charleston, a Municipal Corporation (Charleston). The purpose of this Agreement is to make available Heber City's sewer system capacity and build new Facilities to transport waste water to the Heber Valley Special Service District (District).

1. **Counter Parties.** The Parties to this Agreement are:
 - A. Heber City, Utah, a Municipal Corporation (City)
 - B. Twin Creeks Special Services District (TCSSD)
 - C. Town of Charleston, Utah, a Municipal Corporation (Charleston)

2. **Services to be Provided.** City agrees to furnish to TCSSD and Charleston, and users agree to utilize and pay for the following:
 - A. Use of City sewer conveyance system to transport the User's wastewater from the User's system to Heber Valley Special Services District (HVSSD).
 - B. Construction of additional sewer capacity on Midway Lane by constructing new 36" line and abandoning existing 21" line.

3. **Term.** This Contract shall be in full force and continue in effect for a term of forty (40) years, with Users' options for two additional terms of twenty (20) years each.

4. **Definitions.**
 - A. Users: TCSSD and Charleston
 - B. Facilities:
 - 1) **Facilities.** Refers to Existing Shared Facilities and Future Shared Facilities.
 - 2) **Existing Shared Facilities.** Existing Shared Facilities are all City owned facilities shared by the users and existing as of the date of this Agreement. Refer to Exhibit A for complete list of Existing Shared Facilities.
 - 3) **Independent Facilities.** Independent Facilities are those built and exclusively owned by a single user and connect to City's Existing Shared Facilities. All connection points and associated meters are owned by City.
 - a. **TCSSD Independent Facilities.** Facilities owned by TCSSD with two proposed connections to City Facilities. An existing connection at 600 S. and Mill Road and a new connection at 1200 S. and Mill Road.
 - b. **Charleston Independent Facilities.** Facilities owned by Charleston with a single connection to City Facilities at approximately 1200 West and 1200 South.
 - 4) **Future Shared Facilities.** Future Shared Facilities are all City owned facilities shared by the users and constructed after the date of this Agreement with capacity used by the Users and City. City shall construct and own the Future Shared Facilities, but TCSSD and Charleston shall pay the cost of construction. Future Shared Facilities include a new 36" sewer line to be built on Midway Lane. The new 36" line is to replace City's existing 21" line dedicated to temporary City back-up.
 - a. City currently owns and utilizes an existing 36" line on Midway Lane that is projected to meet future City capacity demands. City also owns an existing 21" line on Midway Lane that currently serves as a temporary back up. If not for future capacity flow of TCSSD and Charleston, City would not need to construct

or participate in the construction of a second 36" line. Therefore, the new 36" line will be paid for by TCSSD and Charleston.

- b. TCSSD and Charleston shall pay for using capacity in the new 36" line though a Connection Fee per Section 8.

5. Rates and Charges. In consideration for the services to be provided by City, TCSSD and Charleston agree to pay City a Wheeling Fee and Connection Fee.

A. Wheeling Fee: TCSSD and Charleston agree to pay City a monthly Wheeling Fee to cover City's actual administration costs, City portion of District treatment costs, City operation and maintenance costs, and City renewal and replacement costs for Existing and Future Shared Facilities.

- 1) The monthly Wheeling Fee will equal one-twelfth of that portion of the total annual budget that is established for each User's use of City's Existing and Future Shared Facilities.
 - a. Within 90 days of Agreement execution, City will commence a cost of service study to identify all wheeling costs stemming from TCSSD and Charleston's use of City's Existing and new Shared Facilities. In addition to identifying annual wheeling costs, study will identify a reasonable methodology for determining wheeling costs in subsequent years. This Agreement will initially be adopted contingently, providing TCSSD and Charleston an opportunity to review and agree with proposed wheeling costs and methodology for establishing future annual budgets.
 - b. Wheeling Fee will include compensation to City for Users temporary use of City's existing 36" line in Midway Lane until New 36" Future Shared Facilities are constructed.
- 2) Upon execution of an Agreement and at the beginning of each fiscal year thereafter, City shall calculate and project the Annual Budget of the Facilities, using the recommendations of the wheeling fee study. If the prior year's actual annual budget exceeds the projected Annual Budget for said prior year so that City is required to pay the deficiency during that year, or if the prior year's Annual Budget exceeds the actual annual budget for said prior year so that surplus monies remain at the end of that year, an adjustment shall be made in the following year's Annual Budget to rectify the resulting credit or debit.

B. Connection Fee: TCSSD and Charleston agree to collect on behalf of and remit to the City a one-time Connection Fee that has a twofold purpose. The first part (**Part A**) of the Connection Fee shall fund the City's "**Cost of Construction**" for the new 36" line in Midway Lane; i.e. Future Shared Facilities, including the planning, construction and financing of this line. The second part of the fee (**Part B**) shall satisfy the "**Buy-In**" portion of the Connection Fee for using the City's Existing Shared Facilities. The Buy-In portion shall represent the value of replacing the reserve, surplus capacity of the City's existing lines.

- 1) Initial Connection Fee amounts have been estimated in separate studies commissioned by the City, entitled *Sewer Capacity and Fee Analysis for Twin Creeks Special Service District / Charleston Connections*, based on the capacities requested by the Users.
- 2) Users will collect the Connection Fee's based on Equivalent Residential Units (ERU's) when issuing building permits in their respective service areas.
 - a. TCSSD will pay \$1,134 per ERU. (Part A \$663 + Part B \$471)
 - b. Charleston will pay \$698 per ERU. (Part A \$569 + Part B \$129)
- 3) Connection Fee will be collected for the City by TCSSD and Charleston on all development occurring in their respective jurisdictions that utilize City Facilities. The Connection Fees collected on behalf of the City will be remitted monthly to City by the

25th of the subsequent month following collection. Remittance shall commence within 90 days after a public hearing required for adoption of new fees, or, on or before the 1st day of February, 2022, whichever first occurs.

- 4) Cost of Construction portion (Part A) of the Connection Fee shall have the future ERU values and the estimated costs for the New 36" Future Shared Facilities updated jointly by the parties every five (5) years from the date of this Agreement to insure ERU's and estimated construction costs of the Future Shared Facilities are accurate.
 - 5) Buy-In portion (Part B) of the Connection Fee shall remain fixed at the amount determined at the time this Agreement is executed, except for annual inflation adjustments described below.
 - 6) Maximum capacity granted to Users is fixed at the original requested amounts of 3,310 gpm total peak flow (2,180 gpm 600 South, 2,000 gpm 1200 South) for TCSSD; and 698 gpm total peak flow for Charleston. Additional capacity above these requests are subject to renegotiation. Flow into the City Facilities above the original requested amounts, that continues for a minimum period of 30 days, may subject the Users to a penalty, at the sole discretion of the City, payable to City, of up to \$5,000 per day for every day the original capacity request is exceeded. Capacity will be monitored at metering stations installed by Users and owned by City at each initial point of connection to City Facilities.
 - 7) Beginning January 1st, 2022, all City fees shall be adjusted on January 1st of each year for inflation by and pursuant to the percentage change in the ENR 20 City Construction Cost Index from January to December of the prior year.
 - 8) Cost of Construction portion (Part A) of the Connection Fee shall be deposited into an independent, interest bearing account. The City shall provide notice to the Users when it has established the independent, interest-bearing account. The City shall not commingle Part A Connection Fees with other City funds. The City will hold these Connection Fees in trust to be used for the sole purposes set forth in this Agreement and for no other purpose.
6. **Construction and Funding of Future Shared Facilities.** To insure capacity in the City's existing 36" line on Midway Lane is not exceeded, City shall begin planning for expansion of Future Shared Facilities no less than 24 months prior to date City projects capacity in the existing Midway Lane line is to be exceeded. The City shall provide written notice to the Users when the City begins such planning. Planning for the expansion will commence 24 months prior to the advanced timeline date determined jointly by the parties.
- A. City will be responsible for planning, financing, construction, and ultimate payment of the cost of Future Shared Facilities (i.e. New 36" sewer line on Midway Lane).
 - B. TCSSD and Charleston shall be responsible for planning, financing, construction, and ultimate payment of the cost of their respective Independent Facilities up to City's existing facilities.
 - C. City will utilize accrued Connection Fees submitted to City for expansion of Future Shared Facilities. City will first consider a pay-as-you-go funding strategy, evaluating whether Connection Fees submitted to City are sufficient to cover 100% of costs for planning and construction of Future Shared Facilities.
 - D. Should Connection Fees, submitted to City by Users since the execution of Agreement, be insufficient to complete the planning and construction of Future Shared Facilities, City will seek to finance the planning, construction, and financing costs for Future Shared Facilities. City will first pledge submitted Connection Fees to project costs and finance difference.
 - E. Should City determine, in conjunction with TCSSD and Charleston, that issuing debt is the best strategy for funding the planning, design, construction, and financing of Shared

Facilities, City will arrange for issuance of debt for all project costs of Future Shared Facilities.

- F. City will pledge Connection fees submitted by Users to annual interest and principal payments. Should submitted Connection Fees be insufficient to make an annual interest and principal payments, TCSSD and/or Charleston will advance the difference to the City within 40 days of receipt of written notice from the City of the required Principal and Interest payment. Whichever party is responsible for the delinquency or insufficiency in covering the fees and costs associated with Future Shared Facilities described in this Agreement, shall pay said delinquent amount. In the event there is an overpayment paid to the City, such shall be reimbursed back by the City at the final accounting after the completion of Future Shared Facilities. In the event TCSSD or Charleston is unable or refuses to pay the annual interest and principal payments (P&I payments) within the said 20 days required payment schedule, the Parties specifically agree pursuant to the governing provision of the Agreement, that the City shall be allowed to seek a judgment against the non-paying party and secure a lien, including but not limited to any other remedy available by law or in a court of equity, without opposition or defense from or by the non-paying party, unless the City is in default of this Agreement.
- G. Notwithstanding the description of the Future Shared Facilities herein as 36-inch in diameter, the parties will work together in the design phase to find the most economical way to convey the prescribed design flows. This may, or may not, be a 36-inch diameter pipe along the full project length.

- 7. **Maintenance and Repair of Facilities.** City shall be responsible for providing for the operation, maintenance and repair of Facilities and any decisions in that regard shall be made solely and exclusively by City. The City shall operate, maintain, and repair the Facilities in a good and workmanlike manner, using at least the standard of care that the City uses in the operation maintenance, and repair of its own facilities.
- 8. **Maintenance of Respective Collection Systems.** City and Users shall each maintain and be responsible for the repair and proper operation of their respective collection system. Should Users not properly maintain their respective collection systems causing City to sustain increased operating and maintenance costs for Facilities, these costs shall be paid by the User responsible for the increased costs.
 - A. Each User hereto agrees to make reasonable efforts to monitor the wastewater originating within its collection system so as to prevent the introduction of wastewater which adversely affects the operation of the Facilities and to prevent the discharge of springs, flood waters and other non-sewage waters in its collection system.
 - B. Each User agrees to abide by all reasonable rules, regulations and instructions in the operation and maintenance of their respective collection systems.
 - C. Any discharge by the User which exceed facility design levels or contain abnormally high concentrations of pollutants as defined in Heber City code, will require pretreatment to bring said discharges into compliance.
- 9. **Advisory Group.** Upon request by any user, a meeting shall be convened comprising representatives of City, TCSSD, and Charleston for the purpose of discussing problems, policies, revenues, expenditures and any other matter effecting the operation of the Facilities. The conclusions, recommendations, or information emanating from a meeting shall be presented to City for its consideration and used in the operation, maintenance and/or improvement of Facilities. It is understood that the purpose of this meeting is to further cooperation between parties and to

render advisory assistance, but in no way to limit the right of ownership or operational requirements.

10. Contract Termination.

- A. By mutual agreement of City and User at any time, excluding item C below.
- B. By the User giving written notice of termination to City within 90 days after receipt of written notice from City that City intends to undertake the expansion of the new Shared Facilities on Midway Lane.
- C. If notice of termination is not received by City within 90 days of written notice that City intends to undertake expansion of Future Shared Facilities; Users are bound financially to their financial obligations related to system expansion of the Future Shared Facilities.
- D. In the event that a Party terminates their participation in the Agreement, and stops their flow, and Future Shared Facilities are built to completion, the exiting Party shall leave the association and the Agreement with no ownership, and no reimbursement for any payments or investment.
- E. In the event that a Party terminates their participation in the Agreement, and stops their flow, and the Future Shared Facilities are NOT built to completion, the exiting Party shall pay it's remaining, respective share of the costs and fees insomuch as the remaining Party or Parties are made whole. The exiting Party shall be reimbursed their construction, planning and financing fees, and not the Wheeling Fee or Buy-In portion of the Connection Fee. The Parties specifically agree that in the event there are unpaid fees or costs owing from an exiting Party or Parties, that the remaining Party or Parties shall be allowed to seek a judgment against the exiting Party or parties, and secure a lien, including but not limited to any remedy available by law or in a court of equity, sufficient to make the remaining party or parties whole, without opposition or defense from or by the delinquent, exiting Party, unless the City is in default of this Agreement.

11. Insurance on Facilities. City, in its operation of the Facilities, will carry insurance, including but not limited to workman's comp and public liability insurance, in such amounts and to such extent as is normally carried. The cost of such insurance shall be considered an operation and maintenance expense of the Facilities. In the event of loss or damage, insurance proceeds shall be used for the purpose of restoring or replacing the property lost or damaged.

12. Obligation of User Hereunder. Users agree to impose such rates and charges for service supplied by City and will make possible the prompt payment of all expenses incurred in operating and maintaining such Facilities, including the payments due hereunder and the prompt payment of all obligations of the Users.

13. Default. If after written notice from the City, in the event billings are not paid within forty (40) days after they are received each month, a late charge of 1.5% per month on the unpaid principle balance shall be added thereto, unless the billing is contested in good faith, in which event the parties will either resolve the dispute before the next billing date or the User will pay the billed amount under protest with a right to recoup any portion later determined to be an overpayment.

14. Enforcement of Contract. Each party hereto is hereby granted the right to bring such suits and to institute such litigation against the other party and its officials as may be necessary to require the full performance by the other party of all the agreements herein contained and all duties devolving on it under the provisions hereof, which suits may, but without limitation, include suits for mandamus or injunction.

15. Compliance with Laws. All parties hereto agree to comply in every respect with any applicable State, Federal or County laws regulating the safe, sanitary and healthful operation of Facilities.

16. Liability of City. City shall not be responsible for damages from any failure of the Facilities which cause a backup of effluent in Users mains. The Users agrees to save and hold City harmless from any damage to their collection systems or resulting from its Collection System by reason of sewer backup or inability of the System to accept the total effluent delivered to City's Facilities, unless it can be shown that a loss resulted from the gross negligence or intentional wrongful act of Heber, its agent, officers, or employees.

17. Joint Cooperation. The parties hereby agree to cooperate with each other in the common planning and use of sewer lines and systems where such cooperation will result in greater efficiency and economy. It is recognized that such constraints as topography and practicality may logically require Interlocal cooperation from time to time. In the event of such planning or the common use of sewer lines not otherwise within the scope of the agreement the installation, operation and maintenance thereof shall be subject to the provisions of separate written agreement between the parties.

Charleston agrees not to annex Parcels 08-7721 and 08-8083 and 08-8075 and 11-8252, and 08-8208 for a period of three years from the date this Agreement is recorded, or UDOT has identified a corridor for the potential realignment of State Highway 189 as it nears Heber City, whichever occurs first. In the event Charleston does desire to annex Parcel 08-8208, Charleston shall reserve by easement or other legally binding means sufficient area on the east end of Parcel 08-8208 to accommodate the associated portion of a bypass road/highway configuration passing through and upon said Parcel until the conditions stated above are satisfied.

Charleston agrees not to annex any parcels of land that are located north of 2400 South Road and east of the Sagebrush and Spring Creek Canal. More particularly, these are Parcels 08-7580 and 08-7598 and the numerous parcels currently owned by Heber Valley Special Service District.

City agrees not to annex any parcels of land that are located south of 2400 South, or west of the Sage Brush and Spring Creek Canal and south of 1200 South Road. In the event that City at some time re-considers annexation of these parcels, the City shall first offer Charleston a first right of refusal to annex said parcels described herein.

18. Miscellaneous. Parties shall not be deemed to be partners or joint ventures in any manner in the use or operation of the facilities. Contract may be amended from time to time by mutual agreement.

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. Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials,

equipment or reasonable substitutes therefor; acts of nature, inclement weather, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties, public health orders or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.


22. **Time is of the Essence.** Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.
23. **Mutual Drafting.** Each Party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either Party based on which Party drafted any particular portion of this Agreement.
24. **Applicable Law.** This Agreement is entered into in the City in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.
25. **Recordation and Running with the Land.** This Agreement shall be recorded in the office of the Wasatch County Recorder. 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 hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. All successors in interest shall succeed only to those benefits and burdens of this Agreement which pertain to the portion of the Project Area to which the successor holds title. Such titleholder is not a third party beneficiary of the remainder of this Agreement or to zoning classifications and benefits relating to other portions of the Project Area. The obligations of TCSSD and the Charleston hereunder are enforceable by the City, and no other Person shall or may be a third party beneficiary of such obligations unless specifically provided herein.
26. **Authority.** The parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement lawfully binding the City.
27. **Covenant of Good Faith and Fair Dealing.** No party shall do anything which shall have the effect of injuring the right of another party to receive the benefits of this Agreement or do anything which would render its performance under his agreement impossible. Each party shall perform all acts contemplated by this Agreement to accomplish the objectives and purposes of this Agreement.
28. **Further Actions and Instruments.** The Parties agree to provide reasonable assistance to the other and cooperate to carry out the intent and fulfill the provisions of the Agreement. Each of the parties shall promptly execute and deliver all documents and perform all acts as necessary to carry out the matters contemplated by this Agreement.
29. **Partial Invalidity Due to Governmental Action.** In the event state or federal laws or regulations enacted after the Effective Date of this Agreement, decision of any court of competent jurisdiction, or formal action of any governmental jurisdiction other than City, prevent compliance with one or more provisions of this Agreement, or require changes in plans, or permits approved by City, the parties agree that the provisions of this Agreement shall be modified extended or suspended only to the minimum extent necessary to comply with such laws or regulations.

- 30. Attorney Fees and Costs.** In the event of the failure of either Party hereto to comply with any provision of this Agreement, and the Parties do not resolve any such dispute by mediation, the defaulting Party shall pay any and all costs and expenses, including reasonable attorneys' fees, costs of investigations, taking depositions and discovery, and all other necessary costs incurred in, arising out of or resulting from such default (including any incurred in connection with any appeal or in bankruptcy court) incurred by the injured Party in enforcing its rights and remedies except as otherwise specifically stated in this Agreement.
- 31. Records and Audit.** The City shall maintain all books, records, and other documentation related to this Agreement, specifically including all books, records and other documentation related to its receipt and expenditure of funds pursuant to this Agreement, and shall allow Users to inspect and audit such books, records and other documentation upon reasonable request.
- 32.** This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either party hereto, or agent of either party hereto which is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified or altered except in writing approved by the Parties.
- 33.** This Agreement shall be a covenant running with the land, and shall be binding upon the parties and their assigns and successors in interest. This Agreement shall be recorded with the Wasatch County Recorder.

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

DATED this 13th day of January, 2021.

HEBER CITY


By: 
Mayor Kelleen Potter



ATTEST:


Heber City Recorder

TWIN CREEKS SPECIAL SERVICE DISTRICT (TCSSD)

By: 
Max Covey, General Manager

TOWN OF CHARLESTON, A MUNICIPAL CORPORATION (Charleston)

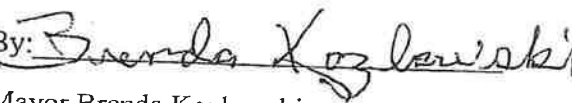
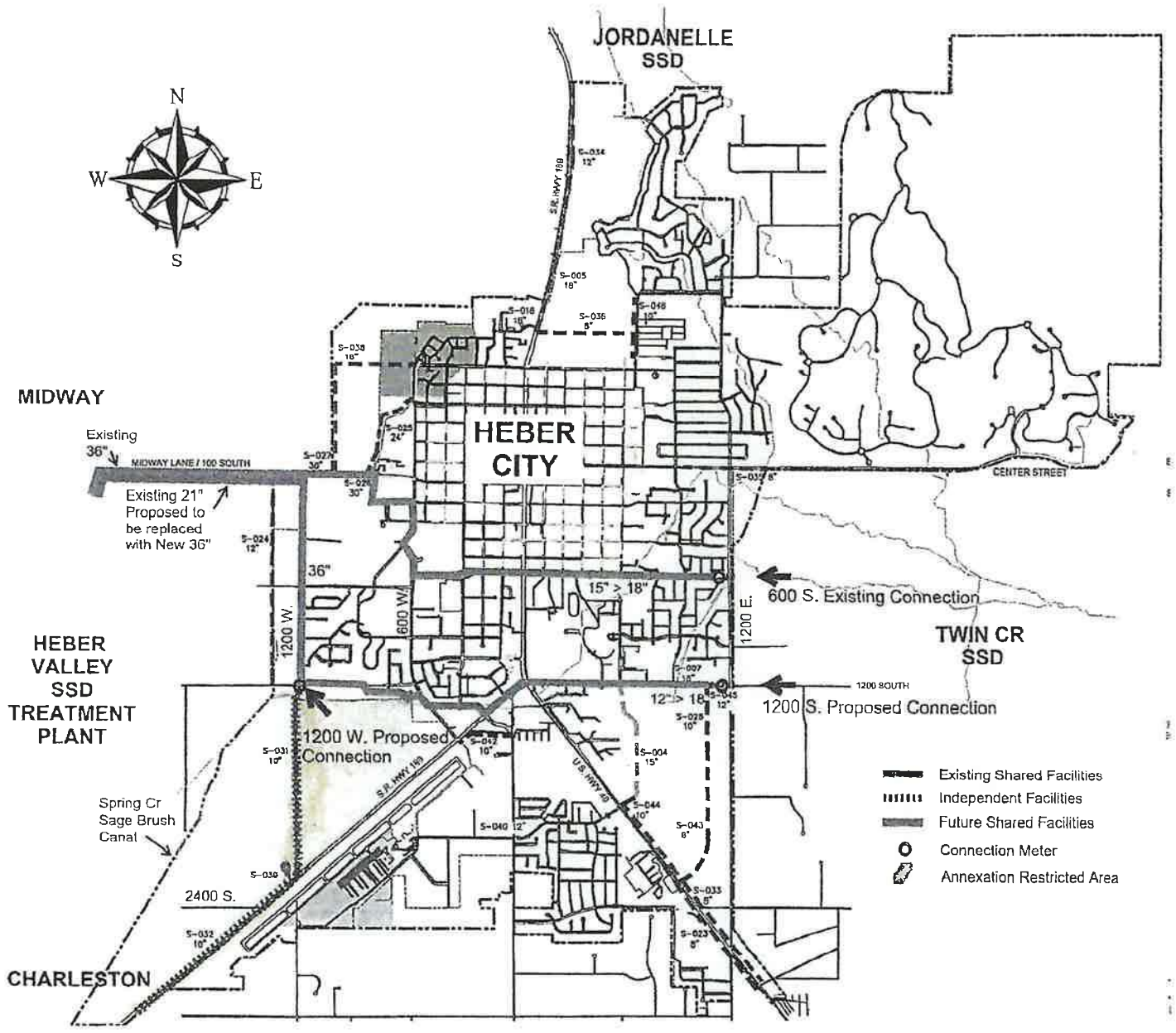
By: 
Mayor Brenda Kozlowski

EXHIBIT A





Heber City Council Staff Report

MEETING DATE: 4/7/2026
SUBJECT: Old Mill Village Town Home Restrictions
RESPONSIBLE: Jamie Baron
DEPARTMENT: Planning
STRATEGIC RELEVANCE:

SUMMARY

Aura Ventures is requesting a modification to the Affordable Housing Requirements of the Old Mill Village MDA to remove the Owner Occupancy Requirement on 36 of the town homes in order to facilitate the completion of the project. The deed restriction of 90% AMI would remain in place.

Policy Questions:

1. Should the City remove the Owner Occupancy requirement on 36 of the Old Mill Village Town Homes to complete the project?

RECOMMENDATION

Staff and Aura Ventures are seeking feedback from the Council to see whether the Council will support an MDA Amendment.

BACKGROUND

Old Mill Village started with an MDA that allowed for the Commercially zoned land to develop with a significant amount of residential as the C-2 Commercial zone did not permit stand alone residential. The MDA was approved in 2021 and contained a 20% affordable housing requirement along with first offers to government and medical employees. The Residential portion was platted as a single phase.

In 2022, there was an amendment to the MDA to clarify the Affordable Housing and identify pricing. During the development of the project, Fig Development was not able to continue the development and was foreclosed on, leaving the development undone. There are buildings that are part way through the building process and some that have not been started. The club house and amenities have not been completed.

In 2024, the HOA assessed a special assessment on all of the owners, including the affordable units, to finish the club house. During this time, Fig accepted the assessment on the portions that they owned. Shortly after, the bank foreclosed.

Aura Ventures owns the remaining town homes. As part of their purchase they had to pick up the additional assessments to complete the clubhouse and amenities. The town homes that Aura Ventures owns are deed restricted Owner Occupied at 90% AMI. Aura is seeking an MDA Amendment to remove the Owner Occupancy requirement in order to sell the units.

DISCUSSION

Owner Occupancy and the Market

Aura Ventures is seeking the ability to allow buyers to rent the homes to ensure the viability of the development. Aura Ventures is struggling to sell the units due to buyers backing out over the owner occupancy requirements, citing a lack of security for the buyer if for some reason the buyers were no longer employed or other unforeseen circumstances would not allow them to maintain ownership of the home or find buyers.

FISCAL IMPACT

CONCLUSION

Aura Ventures is requesting a modification to the Affordable Housing Requirements of the Old Mill Village MDA to remove the Owner Occupancy Requirement on 36 of the town homes in order to sell the units, responding to the housing market. The deed restriction of 90% AMI would remain in place. This would allow for the initial buyers to rent the homes if they needed to. Aura Ventures and Staff are seeking whether the Council would be open to amending the MDA for these purposes.

ALTERNATIVES

Not an Action Item

POTENTIAL MOTIONS

Not an Action Item

ACCOUNTABILITY

Department: Planning
Staff member: Jamie Baron, Planning Manager

EXHIBITS

1. Old Mill Village MDA 1st Amendment

When Recorded Return to:
YORK HOWELL & GUYMON
Attn: Dawn J. Soper
10610 S. Jordan Gateway, Suite 200
South Jordan, Utah 84095

Ent 520091 Bk 1410 Pg 698-707
Date: 25-MAY-2022 1:11:28PM
Fee: \$260.00 Check Filed By: HP
MARCY M MURRAY, Recorder
WASATCH COUNTY CORPORATION
For: FIG KOLLMAN FARMS LLC

Parcel ID Nos.:
00-0021-2305 (OHE-2108-0-008-045) (North Parcel)

**FIRST AMENDMENT TO MASTER DEVELOPMENT AGREEMENT AND
AFFORDABLE HOUSING PLAN FOR THE OLD MILL VILLAGE DEVELOPMENT**

THIS FIRST AMENDMENT TO MASTER DEVELOPMENT AGREEMENT AND AFFORDABLE HOUSING PLAN FOR THE OLD MILL VILLAGE DEVELOPMENT (“**Amendment**”) is made effective as of the Effective Date (defined below), by and between, on the one hand, HEBER CITY, a political subdivision of the State of Utah (the “**City**”) and, on the other hand, JURA HOLDINGS, LLC, a Utah limited liability company (“**Jura Holdings**”) and FIG KOLLMAN FARMS, LLC, a Utah limited liability company (“**FIG**”, and together with Jura Holdings and their successors and assigns “**Developer**”), (the City and Developer are referred to individually as a “**Party**” and collectively as the “**Parties**”), with reference to the following:

A. Jura Holdings and the City are parties to that certain Master Development Agreement and Affordable Housing Plan for the Old Mill Village Development dated effective March 2, 2021 (the “**Development Agreement**”) and recorded with the Office of the Wasatch County Recorder on March 17, 2021 as Entry No. 495995, providing for the design and construction of a mixed use development consisting of commercial uses that are compatible with residential development in connection with certain property located in Heber City, Utah (the “**Project**”).

B. Jura Holdings conveyed a portion of the Project’s property which pertains the residential component of the project (the “**Residential Property**”) under the Development Agreement to FIG pursuant to that certain Corporate Warranty Deed recorded with the Office of the Wasatch County Recorder on July 9, 2021 as Entry No. 503611.

C. The Affordable Housing Plan (“**AHP**”) is established in Section 5 of the Development Agreement. Under Section 5.6 of the AHP, “[e]ach Affordable Housing Unit shall be deed restricted in perpetuity to the designated income group. This restriction shall not apply to Attainable Housing Units.” As the Parties have prepared the Affordable Housing Agreement with the Wasatch County Housing Authority (“**WCHA**”) and the Deed Restrictions applicable to the Affordable Housing Units, the Parties have identified certain provisions of the Development Agreement that require clarification in light of Section 5.6. In addition, the Parties have noted that certain unit counts and unit pricing figures should be revised to reflect updated information.

D. The Parties desire to amend the Development Agreement to clarify the Affordable Housing Plan portion of the Development Agreement, as set forth herein, and to update certain unit counts and pricing figures. The Development Agreement provides that modifications to the

Development Agreement shall be submitted as Administrative Amendments or Modification Applications. The Parties agree that, as this Amendment is a clarification and not a modification of the Development Agreement, it is proper to process the Amendment as an Administrative Modification under Section 14 of the Development Agreement.

NOW, THEREFORE, for good and valuable consideration, Developer and the City agree as follows:

1. Amendment; Conflict. This Amendment constitutes an amendment to the Development Agreement. In the event of any conflict or inconsistency between the terms of this Amendment and the terms of the Development Agreement, the terms of this Amendment control. In the event of any inconsistency between the definitions set forth in this Amendment and the Affordable Housing Ordinance or other applicable statutes and regulations, this Amendment shall control. Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Development Agreement.

2. Clarifying Amendments. Consistent with Section 5.6 of the Development Agreement, the following definitions, terms and provisions are amended as follows for purposes of clarity:

(a) Qualified Applicant. The definition of Qualified Applicant set forth in Section 1.2.59 is replaced in its entirety with the following:

Qualified Applicant(s) means a Low Income household for purposes of purchasing or renting Affordable Housing.

(b) Affordable Housing. The definition of Affordable Housing, as set forth in Section 1.2.4 is replaced in its entirety as follows:

Affordable Housing means housing that is offered to Qualified Applicants. The Project will include twenty five (25) Affordable Housing units, as identified on **Revised Exhibit F-2.**

(c) Attainable Housing. The definition of Attainable Housing, as set forth in Section 1.2.11 is replaced in its entirety as follows:

Attainable Housing means housing that is initially offered for purchase or rental at prices ranging from ninety percent (90%) to one hundred percent (100%) of AMI, as set forth on **Revised Exhibit F-2.** The Project will include 143 Attainable Housing Units. The Attainable Housing units will not be subject to Deed Restrictions. After the initial offering of the Attainable Housing units, which will be subject to the requirements of Section 5.7 solely in connection with the priority of applicants, the Attainable Housing units will not be subject to any sale or rental restrictions, except for the condition set forth in (amended) Section 5.10 below for For Sale Attainable Townhome Units (defined below).

(d) Recital H. Recital H is replaced in its entirety as follows:

Developer intends to exceed the requirements of the Affordable Housing Ordinance and initially offer the entirety of the residential development for sale or

rent as Affordable or Attainable Housing without requiring any public funding or incentives, as set forth in the Affordable Housing Plan incorporated into this Agreement.

(e) For Rent Units. The definition of For Rent Units in Section 1.2.34 is replaced in its entirety as follows:

For Rent Units means the Apartment Units and Townhome Units offered for rent in the Project. The Project shall contain one hundred and four (104) For Rent Units comprised of fifty (50) Townhome Units and sixty-four (64) Apartment Units, as identified on Revised Exhibit F-2.

(f) For Sale Townhome Units. The definition of For Sale Units in Section 1.2.35 is replaced in its entirety as follows:

For Sale Townhome Units means the Townhome Units offered for sale in the Project. The Project shall contain fifty-four (54) For Sale Units, as shown on Revised Exhibit F-2.

(g) Townhome Units. Section 1.2.66 is revised to provide that there will be one hundred and four (104) Townhome Units constructed within the Project.

(h) For Rent Apartment Units. Section 1.2.69 is added as follows:

For Rent Apartment Units means the Apartment Units that are offered for rent in the Project. There will be sixty-four (64) For Rent Apartment Units.

(i) For Rent Townhome Units. Section 1.2.70 is added as follows:

For Rent Townhome Units means the Townhome Units that are offered for rent in the Project. There will be fifty (50) For Rent Townhomes Units.

(j) Unit(s). Section 1.2.71 is added as follows:

Units(s) means any Apartment or Townhome Unit(s) within the Project.

(k) Exhibits. Exhibit F-2, identified in Section 1.3.7 is replaced with the attached Exhibit, "**Revised Exhibit F-2**".

(l) Range of Housing Opportunities for Different Economic Segments of Population. Section 5.2 is amended as follows to clarify that Qualified Applicants for Affordable Housing Units shall have household incomes that range from sixty percent (60%) to eighty percent (80%) AMI:

The Project shall offer a variety of housing opportunities that will be made available to different economic segments of the population. The housing opportunities will include: (a) three-bedroom, two bathroom and 2 car garage For Sale Townhome Units, (b) For Rent Townhome Units, (c) one bedroom For Rent Apartment Units, and (d) two bedroom For Rent Apartment Units. In addition, Affordable Housing for certain Units will be offered to Qualified Applicants

having household incomes that range from sixty percent (60%) to less than or equal to eighty percent (80%) of AMI. **Revised Exhibit F-2**, attached to this Agreement, shows the number of each type of Unit that will be available to different economic segments of the population.

(m) Adjustments to Pricing and Rental Rates. Section 5.4 is replaced in its entirety with the following:

Adjustments to Pricing and Rental Rates for Affordable Housing.

Adjustments to the pricing of the For Sale Units and the rental rates of For Rent Units for the Affordable Housing units shall be made in accordance with the principles of the Affordable Housing Ordinance and the Affordable Housing Agreement with WCHA.

(n) Priority of Applicants. Section 5.7 is amended and restated in its entirety as follows to clarify that the order of priority shall apply to Qualified Applicants for Affordable Housing and the initial applicants for Attainable Housing for certain periods of time after the recordation (not approval) of the residential plat:

5.7 Priority of Applicants. For the initial offering of the Units, if all other requirements are equal, Qualified Applicants for Affordable Housing and other applicants for Attainable Housing will be given priority according to the criteria set forth in Section 5.7. After the initial offering, Qualified Applicants for Affordable Housing will be qualified in the manner set forth in the Affordable Housing Agreement with WCHA and the deed restrictions applicable to such Unit. No priority or qualification will be required for purchasers or renters of Attainable Housing units after the initial offering.

5.7.1 Rentals. For a period of one (1) year after the date of the recordation of the final residential plat, Developer shall accept applications from applicants for the For Rent Units (the "**Rental Reservation Period**").

5.7.2 For Sale Townhomes Units. For a period of one hundred eighty (180) days after the date of final residential plat recordation (the "**For Sale Reservation Period**") Developer shall accept applications from Qualified Applicants for the purchase of For Sale Townhome Units that have been designated as Affordable Housing. In addition, during the For Sale Reservation Period, Developer shall accept applications from other applicants for the purchase of For Sale Townhome Attainable Housing.

5.7.3 Order of Priority. At the expiration of the applicable Reservation Period, Developer shall rank the applicants for each category of housing in accordance with the criteria set forth in this Development Agreement. If all other requirements of applicants are equal, in selecting purchasers and renters who have applied during the applicable Reservation Period, first preference shall be given to City employees. Second preference shall be given to public service employees employed within Wasatch County, including municipal, hospital, school district, county, state and federal employees. Third preference shall be given to the general public. Developer shall provide written notice to the City

at least two (2) weeks in advance of the date the Developer intends to record the final residential plat. Notice to the City may be provided by email transmission to the email address in Section 13 of this Agreement.

5.7.4 Notice to Applicants/ Execution of Agreements. Within thirty (30) days of the expiration of the applicable Reservation Period, Developer shall provide written notice to the highest ranking applicants for the available Units in the applicable category of housing, which notice may be provided by e-mail transmission (“**Notice of Selection**”). The Notice of Selection shall provide additional information as to the process and requirements for closing on the purchase or entering into a lease agreement for the rental of the applicable Unit, including time limitations for each such requirement.

(o) Owner-Occupied Requirement for For Sale Attainable Townhome Units. A new Section 5.10 is added, as follows:

5.10 Owner-Occupied Requirement for For Sale Attainable Townhome Units. Developer shall include a requirement in the Declaration of Covenants, Conditions and Restrictions (the “**Declaration**”) governing the Project for each owner of a For Sale Townhome Unit that has been designated as Attainable Housing (“**For Sale Attainable Townhome Units**”) to occupy such For Sale Attainable Unit as the owner’s primary residence (the “**For Sale Attainable Unit Covenant**”). There are forty-two (42) For Sale Attainable Townhome Units in the Project, which are designated as Lot Numbers 63-104 on the Plat. The Declaration shall require the Board of Directors of the Homeowners’ Association (the “**Board**”) to promulgate such rules and regulations as are necessary to impose appropriate fines against any owner violating the For Sale Attainable Unit Covenant, which fines shall be treated as a Specific Assessment against such owner under the Declaration and shall be subject to all collection and lien procedures available to the Board for Special Assessments. To comply with this Section 5.10, the Declaration shall contain language substantially similar to the following (as the same may have minor changes to be consistent with the use of defined terms in the Declaration):

Each Owner of a For Sale Attainable Townhome Unit shall occupy such For Sale Attainable Townhome Unit as such Owner’s primary residence. Each Owner of a For Sale Attainable Townhome Unit shall be strictly prohibited from renting such Unit. The Board shall promulgate rules and regulations which shall include a schedule of fines that will increase for repeated violations, to be assessed as Specific Assessments against such For Sale Attainable Townhome Units. The Board shall be entitled to use all collection and lien procedures available for Specific Assessments in connection with this Section.

3. Exhibits. Exhibit F-2 of the Development Agreement is replaced in its entirety with the attached **Revised Exhibit F-2** such that the pricing for the twelve For Sale Townhome Units that are designated as Affordable Housing matches Exhibit F-3, as reflected thereon.

4. Authority. The execution, delivery, and performance of this Amendment has been duly authorized by all necessary action of the Parties, and when duly executed and delivered, will be a legal, valid and binding obligation, enforceable in accordance with its terms.

5. Effective Date. The effective date (the “**Effective Date**”) of this Amendment shall be the date of approval by the City.

6. Ratification. Except as set forth herein, all of the terms and conditions contained in the Development Agreement will remain the same and in full force and effect, and the Parties hereby ratify and reaffirm the Development Agreement.

7. Counterparts. This Amendment may be executed in multiple counterparts, each of which will be deemed an original and all of which when taken together, shall constitute a whole. It will be fully executed when each Party whose signature is required has signed at least one counterpart notwithstanding that all Parties have not executed the same counterpart. The Parties agree that signatures transmitted by electronic mail will be binding as if they were original signatures.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the dates set forth below to be effective as of the Effective Date.

DEVELOPER:

JURA HOLDINGS, LLC, a Utah limited liability company

Execution Date: ^{MAY RFB} ~~December~~ ^{RFB} 24, 2022

By: [Signature]
Print Name: KRIST BUIRZ
Title: MANAGER

FIG KOLLMAN FARMS, LLC, a Utah limited liability company

Execution Date: ^{MAY} ~~December~~ 24, 2022

By: [Signature]
Print Name: BRIAN SCHNELL
Title: MANAGER

CITY:

HEBER CITY, a political subdivision of the State of Utah

Execution Date: ^{MAY} ~~December~~ 24, 2022

By: [Signature]
Print Name: Heidi Franco
Title: Mayor

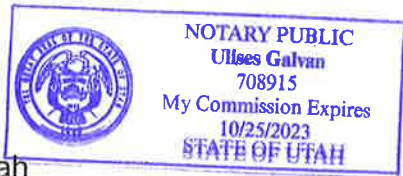
State of Utah

County of Salt Lake City

On this 25th day of May, in the year 2022, before me Ulises Galvan a notary public, personally appeared Robert Buie, proved on the basis of satisfactory evidence to be the person(s) whose name(s) is (is/are) subscribed to this instrument, and acknowledged he (he/she/they) executed the same.

Witness my hand and official seal

(Seal)



Ulises Galvan
Notary Public

State of Utah

County of Utah

On this 24 day of May, in the year 2022, before me Karen Weeks a notary public, personally appeared Brian Schnell *, proved on the basis of satisfactory evidence to be the person(s) whose name(s) is (is/are) subscribed to this instrument, and acknowledged he (he/she/they) executed the same.

Witness my hand and official seal

* Manager of FIG Kollman Farms, LLC

(Seal)



Karen Weeks
Notary Public

State of Utah

County of Wasatch

On this 24th day of May, in the year 2022, before me Trina Cooke a notary public, personally appeared Heidi Franco, proved on the basis of satisfactory evidence to be the person(s) whose name(s) is (is/are) subscribed to this instrument, and acknowledged she (he/she/they) executed the same.

Witness my hand and official seal

(Seal)



Trina Cooke
Notary Public

Revised Exhibit F-2

AFFORDABLE HOUSING OFFER <=80% AMI

15% of ERU's to be deed-restricted inclusive housing = 25 units = 16.41 ERU's

For Sale Townhomes (12):

8 units (Lot Numbers 1 - 8) sold at 70% AMI pricing = \$311,500
4 units (Lot Numbers 9 - 12) sold at 60% AMI pricing = \$267,000

For Rent Townhomes (5):

3-bedroom: 5 rented (Lot Numbers 13 - 17) at 80% AMI = \$1659

For Rent Apartments (8):

2-bedroom: 3 rented (Apartment Lot J) at 80% AMI = \$1518
2-bedroom: 3 rented (Apartment Lot K) at 60% AMI = \$1076
1-bedroom: 1 rented (Apartment Lot J) at 80% AMI = \$1164
1-bedroom: 1 rented (Apartment Lot K) at 60% AMI = \$811

ATTAINABLE HOUSING OFFER <=100% AMI

85% of ERU's to be market rate attainable housing (not deed restricted) = 143 units = 91 ERU's

For Sale Townhomes: (42)

42 units (Lot Numbers 63-104) sold <= 90% AMI pricing

For Rent Townhomes (45)

3-bedroom: 45 rented (Lot Numbers 18-62) <= 100% AMI

For Rent Apartments (56)

2-bedroom: 42 rented (Apartment Lots A,B,C,D,E,F,G,H,I,L,M,N,O,P) <= 100% AMI
1 bedroom: 14 rented (Apartment Lots A,B,C,D,E,F,G,H,I,L,M,N,O,P) <= 100% AMI

BEGINNING AT A POINT WHICH IS NORTH 00°15'52" WEST ALONG THE SECTION LINE 1316.81 FEET AND WEST 509.05 FEET FROM THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE SOUTH 02°22'18" EAST 321.73 FEET; THENCE SOUTH 89°55'56" EAST 447.50 FEET; THENCE SOUTH 00°04'06" WEST 60.00 FEET; THENCE NORTH 89°55'54" WEST 444.06 FEET; THENCE SOUTH 02°18'35" EAST 279.15 FEET; THENCE NORTH 89°49'57" WEST 269.37 FEET THENCE SOUTH 17°09'53" EAST 186.17 FEET; THENCE SOUTH 88°43'29" WEST 191.85 FEET; THENCE NORTH 38°50'32" WEST 523.96 FEET; THENCE ALONG THE ARC OF A 25.00 FOOT RADIUS TO THE LEFT 6.90 FEET (CENTRAL ANGLE OF 15°49'26" AND A CHORD BEARING NORTH 46°45'15" WEST 6.88 FEET); THENCE ALONG THE ARC OF A 292.00 FOOT RADIUS TO THE LEFT 59.39 FEET (CENTRAL ANGLE OF 11°39'09" AND A CHORD BEARING SOUTH 57°50'08" WEST 59.28 FEET); THENCE SOUTH 52°00'34" WEST 89.94 FEET; THENCE ALONG THE ARC OF A 26.00 FOOT RADIUS TO THE LEFT 27.76 FEET (CENTRAL ANGLE OF 61°10'06" AND A CHORD BEARING SOUTH 21°25'31" WEST 26.46 FEET); THENCE NORTH 37°59'26" WEST 84.46 FEET; THENCE NORTH 52°00'34" EAST 112.71 FEET; THENCE ALONG THE ARC OF A 363.00 FOOT RADIUS TO THE RIGHT 62.16 FEET (CENTRAL ANGLE OF 09°48'42" AND A CHORD BEARING NORTH 56°54'55" EAST 62.09 FEET); THENCE NORTH 38°50'32" WEST 111.88 FEET; THENCE NORTH 00°12'54" WEST 279.22 FEET; THENCE NORTH 89°42'11" EAST 825.02 FEET TO THE POINT OF BEGINNING.

CONTAINING: 13.26 ACRES (TOWNHOME LOTS 1-104 AND VERTICALLY STACKED DWELLING LOTS 1-16)



Heber City Council Staff Report

MEETING DATE:	4/7/2026
SUBJECT:	Discussion and Direction on Language Proposed for Inclusion in the Heber City Expansion Area Memorandum of Understanding (MOU) with Wasatch County
RESPONSIBLE:	Matt Brower
DEPARTMENT:	Administrative
STRATEGIC RELEVANCE:	Necessary Administrative Item

SUMMARY

Based on direction given to staff during a recent joint meeting between Heber City and Wasatch County, administrators of the county and city have drafted language proposed to be included in the MOU that focuses on protecting/preserving open space in the North Fields. The purpose of this agenda item is to review the proposed language and provide feedback.

RECOMMENDATION

Provide feedback to staff on the proposed language.

BACKGROUND

The Wasatch County Council reviewed the proposed language during their Wednesday, April 1, 2026, meeting. Key discussion points included the following:

- 1) Provide more detail to the first sentence of the proposed change, which was seen as being too vague.
- 2) Rather than inserting language into the existing MOU, to consider a new agreement.

DISCUSSION

Heber City has been working with Wasatch County to update the Heber City Expansion Area MOU, adopted in 2019, to provide additional protections for the North Fields. The following language is proposed for Section 6 b of the MOU:

Its proposed that the current language in Section 6 b of the MOU be changed to include the following:

Heber City and Wasatch County agree to expend efforts to protect the rural character and agricultural nature of the North Fields as defined in Figure A that are west of North US 40, north of Highway 113, east of the Heber Valley Western Corridor, and north of 900 North. The entities mutually agree that the North Fields will not be included in Heber City's annexation boundary and that Wasatch County only zone this area to promote rural agricultural residences. Moreover, Heber City commits to

allocating its unit-based preservation fees collected from the North Village in Heber towards land acquisition and conservation easements within Figure A. This commitment is contingent upon Wasatch County maintaining its current low-density zoning of one unit per 20 acres in the North Fields.

The last paragraph was proposed by Heber staff as a means to create more commitment on the part of both parties to work together to preserve the area between the futrue Heber Valley Corridor and Highway 40.

Figure A is included as an attachment.

FISCAL IMPACT

N/A

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: Administrative
Staff member:

EXHIBITS

1. Heber Wasatch MOU
2. Figure A - North Fields

HEBER CITY EXPANSION AREA MOU

MEMORANDUM OF UNDERSTANDING BETWEEN WASATCH COUNTY AND HEBER CITY

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between Wasatch County, whose address is 25 North Main Street, Heber City, Utah 84032, and Heber City Corporation, whose address is 75 North Main Street, Heber City, Utah 84032.
2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which Wasatch County and Heber City will implement multi-jurisdictional annexation, land use and utility service policies.
3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties’ respective counties or municipalities and shall remain in full force and effect for not longer than 30 years. This MOU may be terminated, without cause, by either party upon 60 days written notice, which notice shall be delivered by hand or by certified mail to the address listed above.
4. **Responsibilities of Wasatch County.**
 - a. Invite Heber City Planning to Development Review Committee Meetings when urban development is proposed within the City’s Expansion Area as shown in Exhibit A.
 - b. Invite Heber City Planning Department to Public Hearings involved in amendments to zones, ordinances and standards affecting properties within the City’s Expansion Area.
 - c. The North Village Special Service District (NVSSD), Twin Creeks Special Service District (TCSSD) and Jordanelle Special Service District (JSSD) agree to provide and maintain all water, secondary water, and sewer service within their respective service areas, unless those districts and Heber City mutually agree at the time of development that these services should be provided in another manner.
 - d. Ask property owners proposing urban development within the City’s Expansion Area to first talk with Heber City regarding development in the City

- e. At the request of Heber City, agree to leave an unincorporated island for Wasatch View Estates through the annexation process if there are a significant number of property owners who object to being annexed into Heber City.
- f. Continue to accept open space dedications by Jordanelle Ridge, with the intent to maintain it as open space in perpetuity with the only allowed improvements being back country trails. County may enter into agreements with a third party open space holder.
- g. County will review all improvements outside of City and may or may not require dedication of roads. If streets are constructed and dedicated to County standards outside of City limits, the County will accept such dedication and maintain them.
- h. The Wasatch County Fire District will perform all fire inspections related to development in special service district areas, and will collect the same fire inspection fees that are assessed on a county-wide basis.

5. **Responsibilities of Heber City.**

- a. Invite Wasatch County Planning and its Special Service Districts and Fire District to all Development Review Committee Meetings when development is proposed within Special Service District areas as shown in Exhibit B.
- b. Invite Wasatch County Planning to Public Hearings involved in amendments to zones, ordinances and standards affecting properties within Special Service District areas.
- c. Involve Wasatch County in the review of annexations within Special Service District areas to analyze the following public service issues:
 - 1) Consideration for regional county park facilities and open space.
 - 2) Consideration for dedication of Fire Stations.
 - 3) Consideration for Sewer, water and irrigation.
 - 4) Consideration for dedication of elementary, middle, and high school sites.
 - 5) Consideration for other necessary public facilities provided by each of the parties.
- d. Require proposed development within special service district areas to be reviewed by the Wasatch County Water Board prior to granting of development approvals.
- e. Require receipt of payment for fire district and special service district fees prior to issuance of building permits.

- f. Require all final subdivision plats be signed by the appropriate special service district.
- g. Maintain entitlement requirements for projects annexed into the city including but not limited to requirements for open space, trails, architectural standards, landscaping, densities etc., unless both parties agree that such changes would be more beneficial to the County and City.
- h. Permitted residential densities within special service district areas shall be in accordance with vested rights and/or adopted codes.
- i. Involve Wasatch County in the review of proposed annexations and developments within special service district areas to ensure developers dedicate the appropriate required open space as part of their previously approved master plans. Specifically, Jordanelle Ridge (aka Sorenson Properties) has committed to dedicate a significant area of open space to Wasatch County. The development agreement with Jordanelle Ridge is still in force and requires dedication of open space with every plat recorded.
- j. Unless agreed to by the county and city, the city will maintain the City's expansion area no further east than Mill Road (aka 1200 East), no further west than the bypass, and no further west than the eastern boundary of the Heber Valley Special Service District sewer fields.

6. Mutual Responsibilities.

- a. Heber City and Wasatch County are each committed to maintaining the North Fields as an agricultural area. As such, zone changes, municipal annexation and extension of urban services into the North Fields should be avoided, though this is not intended to infringe upon the legislative discretion of either party.
- b. Development, and/or annexations along the future bypass will include the acquisition and/or dedication of bypass right of way at a width of 124 feet or current UDOT standards by the applicable entity.
- c. Wasatch County will establish a mechanism that provides Heber City with representation to key SSDs that allows input on critical water and sewer issues occurring within or potentially impacting the city.
- d. Explore avenues to partner for the purpose of optimizing water and sewer service delivery to achieve redundancy, operational efficiencies and cost savings/avoidance.
- e. Heber City and Wasatch County will continue to work on a common affordable housing agreement.


7. **Conflict Resolution.** In the event either party determines there is a conflict in the implementation of these responsibilities, either party may arrange for an interlocal board to be convened to review the matter. Such interlocal board should consist of 3 Wasatch County representatives, including a County Councilman, the County Manager and the County

Planner; and 3 Heber City representatives, including the Mayor, City Manager and the City Planner.

8. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

WASATCH COUNTY

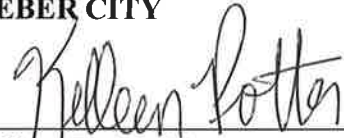


Greg McPhie, Council Chairman
Danny Goode

2/4/19

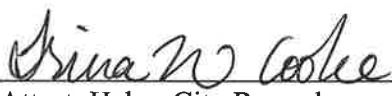
Date

HEBER CITY



Kelleen Potter, Mayor
2/8/19

Date



Attest: Heber City Recorder
2/4/2019

Date



EXHIBIT A: HEBER CITY EXPANSION AREA

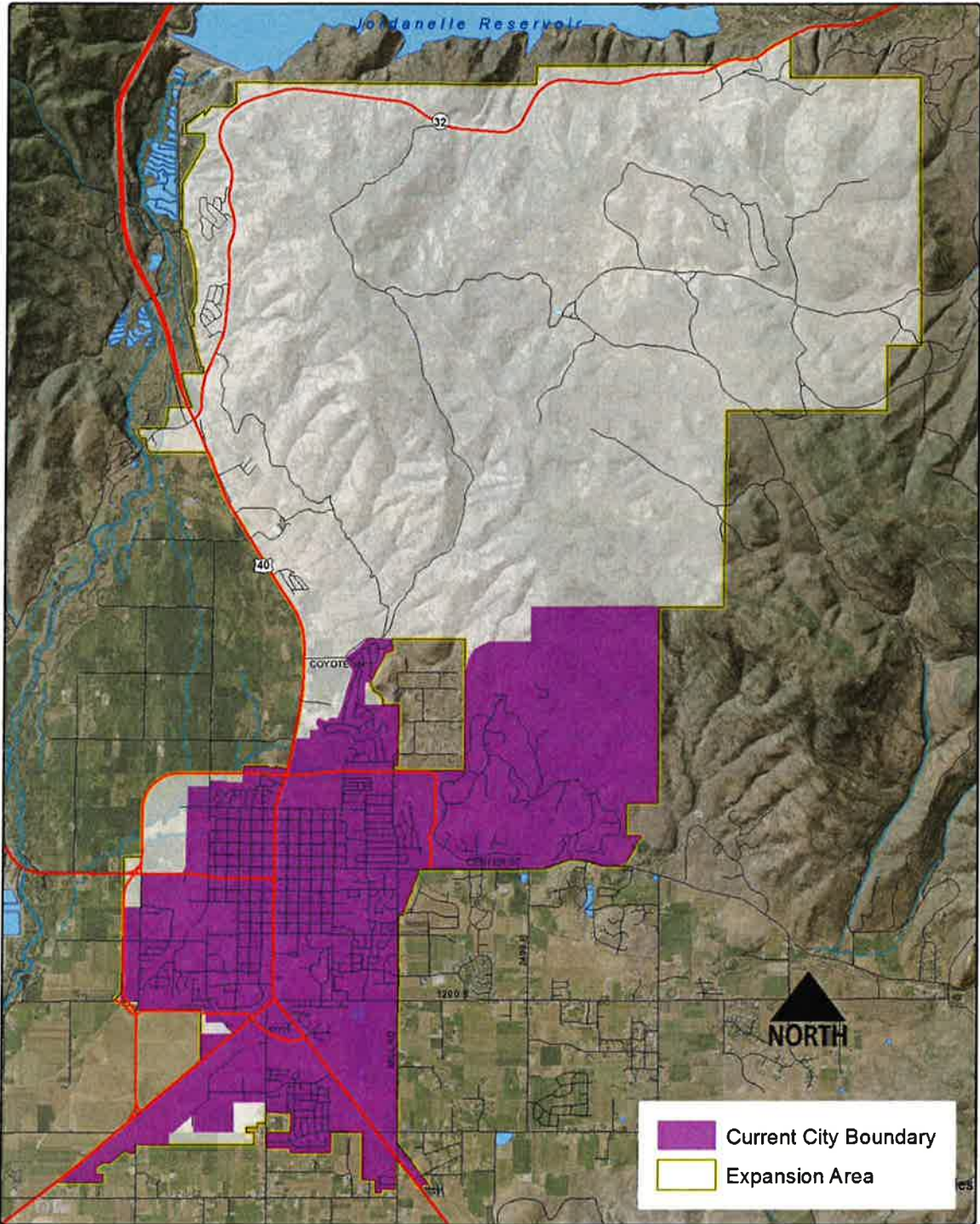
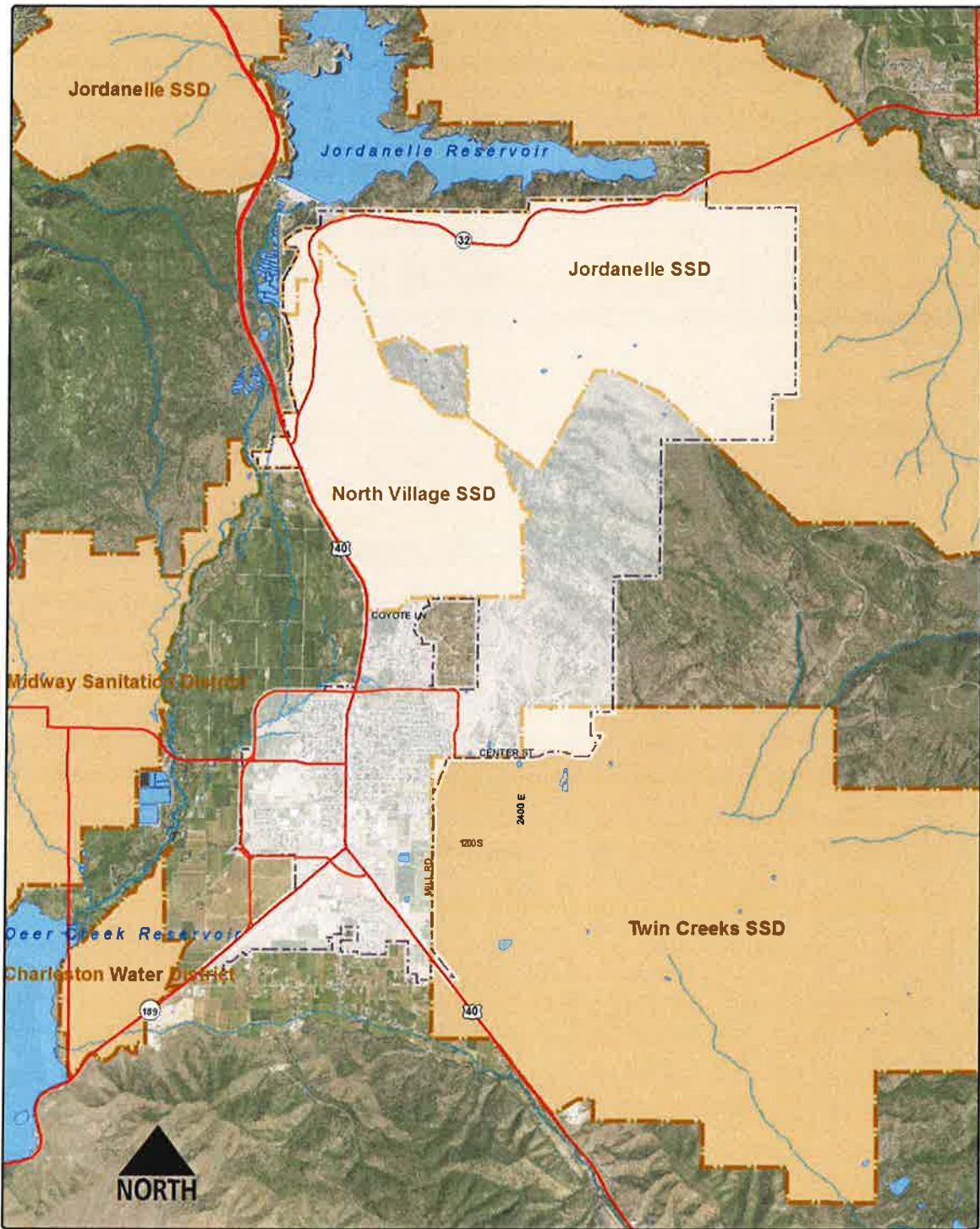
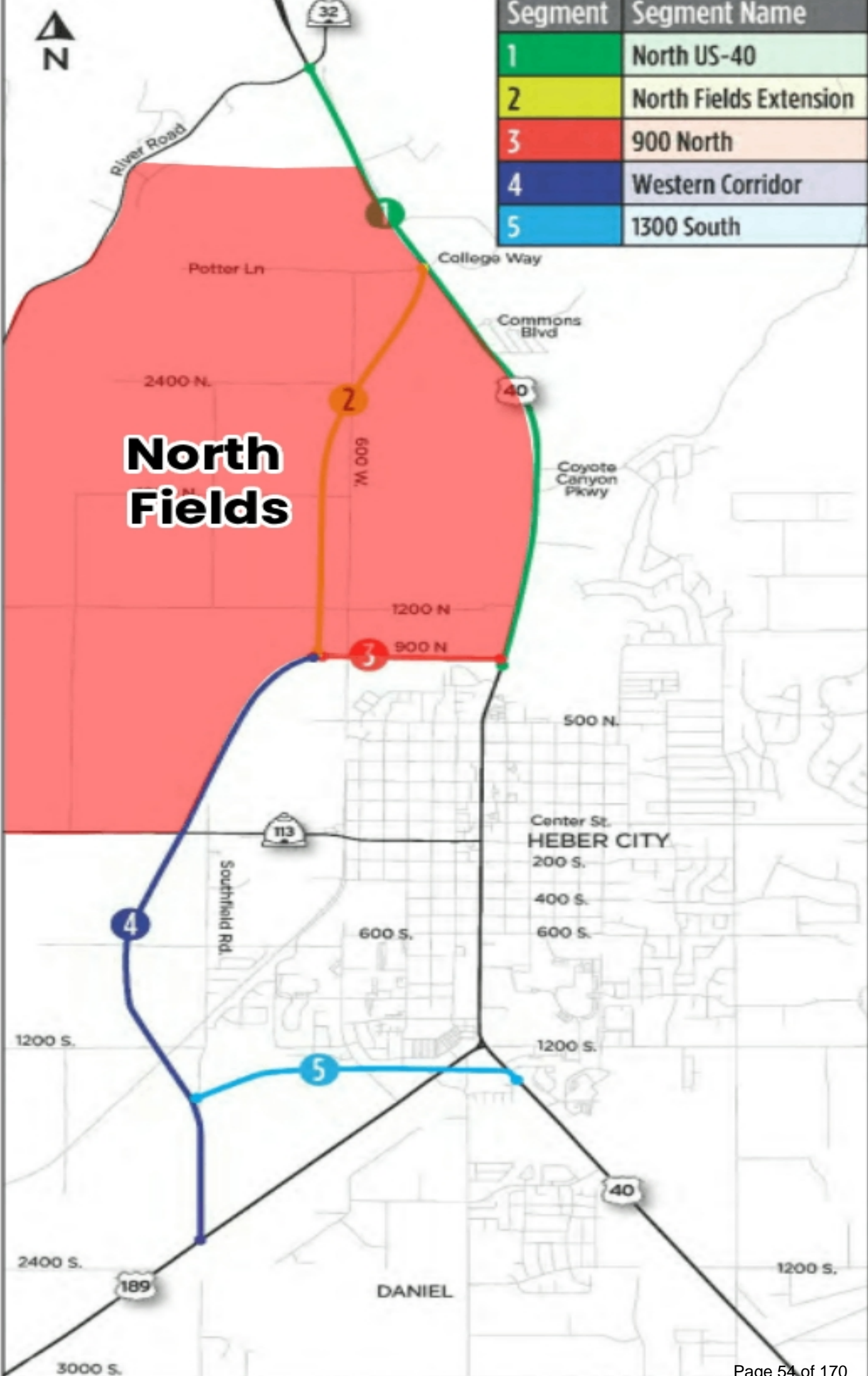
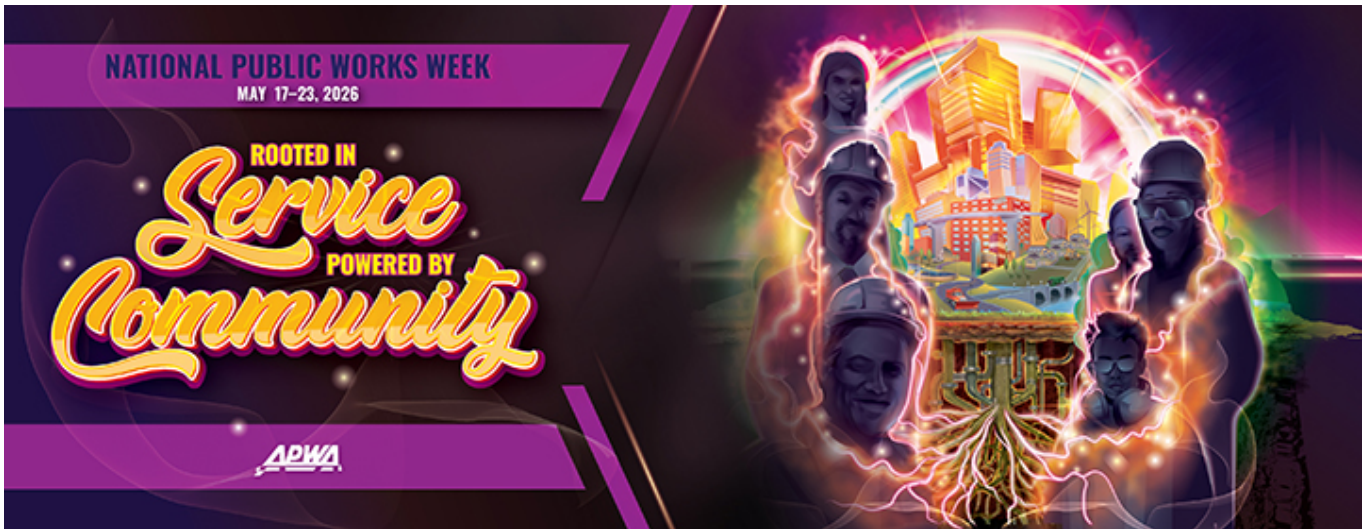


EXHIBIT B: SPECIAL SERVICE DISTRICT AREAS



Segment	Segment Name
1	North US-40
2	North Fields Extension
3	900 North
4	Western Corridor
5	1300 South





National Public Works Week Proclamation

May 17–23, 2026

“Rooted in Service, Powered by Community”

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to public health, high quality of life, and well-being of the people of **Heber City, Utah**; and,

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in **Heber City, Utah** to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2026 marks the 66th annual National Public Works Week sponsored by the American Public Works Association, be it now,

RESOLVED, I, **Mayor Franco**, do hereby designate the week of May 17–23, 2026, as National Public Works Week. I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees, and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the State (to be affixed),

DONE at **Heber City, Utah** this _____ day of _____ 2026.

X

MAYOR HEIDI FRANCO



Heber City Council Staff Report

MEETING DATE:	4/7/2026
SUBJECT:	Public Hearing and Possible Adoption of the Second Budget Amendment for Fiscal Year 2026 Resolution 2026-06
RESPONSIBLE:	Sara Nagel
DEPARTMENT:	Administrative
STRATEGIC RELEVANCE:	Necessary Administrative Action

SUMMARY

The second budget amendment for FY 2026 incorporates necessary adjustments to reflect unanticipated expenditures, updated project timelines, and Council-approved items. These adjustments ensure compliance with Utah Code and maintain alignment with Heber City's strategic priorities.

The City has complied with all public noticing requirements:

- Complied with all the Class A noticing requirements outlined in Utah State Code 63G-30-102
- Notice was published on the City's website; social media sites; the State's Public Notice Website; and on the City building bulletin boards.

RECOMMENDATION

Staff recommends that the City Council hold a public hearing to receive comment on the proposed budget amendment for FY 2026 and approve the amendment by resolution as presented.

BACKGROUND

Periodically, the City needs to amend the budget to address items such as unanticipated expenditures, a change in department needs, procurement delays or a shift in project timelines. This is the second budget amendment request in Fiscal Year 2026.

DISCUSSION

City staff determined there are unexpected expenditures and changes to project timelines that require consideration for a budget amendment to be in compliance with State code 10-6-123.

The proposed amendment is designed to ensure that expenditures do not exceed budgeted resources. Exhibit "A" in resolution 2026-06 provides details and fiscal impacts of the budget changes staff is recommending.

FISCAL IMPACT

Please see the attached Fund Summary for a summary presenting estimated beginning fund balances, proposed revenue and expenditures budgets, and estimated ending fund balances.

CONCLUSION

Staff recommends that you move to approve resolution 2026-06 as presented, with the findings and conditions presented.

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: Sara Nagel, Finance Manager

EXHIBITS

1. Budget Amendment Resolution 2026-06
2. Fund Summary
3. Budget Amendment Request Forms
4. Budget Amendment PPT
5. Public Notice of Budget Amendment FY 26-27

**HEBER CITY, UTAH
RESOLUTION NO. 2026-06**

A RESOLUTION APPROVING THE SECOND AMENDMENT TO THE HEBER CITY BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2026 (FY 2026).

WHEREAS, the Utah Uniform Fiscal Procedures Act provides for the legislative body to review and amend individual budgets of funds during the budget period as necessary to address changing circumstances (UCA § 10-6-127); and

WHEREAS, the Financial Director of Heber City has determined that amendments to the FY 2026 budget are necessary to address operational needs and priorities, as detailed in the attached Exhibit “A”; and

WHEREAS, in compliance with state law (UCA § 10-6-113), the City provided proper public notice and held a Public Hearing on Tuesday, April 7, 2026, to solicit feedback from residents regarding the proposed amendments to the FY 2026 budget;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Heber City, Utah, that:

The Heber City Budget for the fiscal year ending June 30, 2026, is hereby amended as outlined in the attached Exhibit “A,” which is incorporated by reference and made an integral part of this Resolution.

ADOPTED AND PASSED by the City Council of Heber City, Utah, on this _____ day of _____, 2026, by the following vote:

	AYE	NAY
Council Member Yvonne Barney	_____	_____
Council Member Aaron Cheatwood	_____	_____
Council Member Mike Johnston	_____	_____
Council Member Morgan Murdock	_____	_____
Council Member Sid Ostergaard	_____	_____

APPROVED:

Mayor Heidi Franco

ATTEST:

_____ Date: _____

RECORDER

EXHIBIT "A"

PARKS IMPACT FEE FUND (47)

Request: P-080 Central Heber Trail Funds Rollforward

Source:

<u>Account Number</u>	<u>Account Name</u>	<u>Amount</u>
47.3870	Fund Surplus	\$ 130,000.00
	Total	<u>\$ 130,000.00</u>

Use:

<u>Account Number</u>	<u>Account Name</u>	<u>Amount</u>
47.4073	Improvements Other Than Buildings	\$ 130,000.00
	Total	<u>\$ 130,000.00</u>

CULINARY WATER FUND (66)

Request: Well Pump Shaft Maintenance

Source:

<u>Account Number</u>	<u>Account Name</u>	<u>Amount</u>
66.3870	Fund Surplus	\$ 70,000.00
	Total	<u>\$ 70,000.00</u>

Use:

<u>Account Number</u>	<u>Account Name</u>	<u>Amount</u>
66.4073	Improvements Other Than Buildings	\$ 70,000.00
	Total	<u>\$ 70,000.00</u>

SEWER FUND (67)

Request: Callaway Drive Easement Road

Source:

<u>Account Number</u>	<u>Account Name</u>	<u>Amount</u>
67.3870	Fund Surplus	\$ 30,000.00
	Total	<u>\$ 30,000.00</u>

Use:

<u>Account Number</u>	<u>Account Name</u>	<u>Amount</u>
67.4073	Improvements Other Than Buildings	\$ 30,000.00
	Total	<u>\$ 30,000.00</u>

STORM WATER CAPITAL FUND (68)

Request: Wasatch Canal Access

Source:

<u>Account Number</u>	<u>Account Name</u>	<u>Amount</u>
68.3870	Fund Surplus	\$ 25,000.00
	Total	<u>\$ 25,000.00</u>

Use:

<u>Account Number</u>	<u>Account Name</u>	<u>Amount</u>
68.4073	Improvements Other Than Buildings	\$ 25,000.00
	Total	<u>\$ 25,000.00</u>

PRESSURIZED IRRIGATION CAPITAL FUND (69)

Request: Underdrain Relocation

Source:

<u>Account Number</u>	<u>Account Name</u>	<u>Amount</u>
69.3870	Fund Surplus	\$ 175,000.00
	Total	<u>\$ 175,000.00</u>

Use:

<u>Account Number</u>	<u>Account Name</u>	<u>Amount</u>
69.4073	Improvements Other Than Buildings	\$ 175,000.00
	Total	<u>\$ 175,000.00</u>

**Fund Balance Review for FY 2025: Final Budget Amendment
(Based on Budgeted Amounts)**

	FY 2026 Beginning		Total Budgeted		Revenue	Total Budgeted		Proposed	FY 2026			
	Fund Balance		Revenue		Adjustments	Expenses		Amendment	Estimated Ending			
									Fund Balance			
Parks Impact (47)	\$	1,104,425	\$	1,277,315	\$	-	\$	1,794,227	\$	130,000	\$	457,513
Culinary Water (51/66)	\$	3,286,051	\$	4,254,550	\$	-	\$	6,540,646	\$	70,000	\$	929,955
Sewer (52/67)	\$	11,142,649	\$	6,082,400	\$	-	\$	10,511,926	\$	30,000	\$	6,683,123
Storm Water (54/68)	\$	560,408	\$	1,164,482	\$	-	\$	1,393,764	\$	25,000	\$	306,126
Pressurized Irrigation (55/69)	\$	1,932,423	\$	3,385,900	\$	-	\$	4,480,559	\$	175,000	\$	662,764

Note:

-Total Budgeted Revenue does not include the use of Fund Surplus.

-Certain beginning fund balances are based on modified cash accrual to give a more accurate reflection of funds available for current year expenditures.

-Water, Sewer, Storm Water and PI operating funds share cash balances with capital funds. As such, operating and capital funds are shown together to give an more accurate reflection of total funds available. Impact fee funds are shown discreetly as cash in those funds are restricted for approved impact fee projects only.

HEBER CITY BUDGET AMENDMENT REQUEST FORM

Date of Request:

Department:

Requested By:

1. Amendment Summary

Project Title/ O&M Category:

GL Account:

Original Budget Allocation:

\$

Amount of Requested Amendment:

\$

Reason for Amendment:

(Briefly describe the reason for the amendment, the change in circumstances, or new information that has prompted this request.)

2. Financial Impact

Funding Source(s):

(Check all that apply)

- General Fund Surplus
- Additional Revenue
- Grants
- Capitol Projects Fund
- Special Revenue Fund
- Other:

Justification for Funding Source(s):

Will this amendment affect future budgets?

Yes

No

If yes, Please explain:

3. Project Impact

Is this amendment essential for the continued operation of the project or services?

Yes

No

N/A

How will this amendment impact service delivery or project outcomes?

(Provide details on how the requested amendment will affect services or the community, including benefits or challenges.)

HEBER CITY BUDGET AMENDMENT REQUEST FORM

Date of Request:

Department:

Requested By:

1. Amendment Summary

Project Title/ O&M Category:

GL Account:

Original Budget Allocation:

\$

Amount of Requested Amendment:

\$

Reason for Amendment:

(Briefly describe the reason for the amendment, the change in circumstances, or new information that has prompted this request.)

2. Financial Impact

Funding Source(s):

(Check all that apply)

- General Fund Surplus
- Additional Revenue
- Grants
- Capitol Projects Fund
- Special Revenue Fund
- Other:

Justification for Funding Source(s):

Will this amendment affect future budgets?

Yes

No

If yes, Please explain:

3. Project Impact

Is this amendment essential for the continued operation of the project or services?

Yes

No

N/A

How will this amendment impact service delivery or project outcomes?

(Provide details on how the requested amendment will affect services or the community, including benefits or challenges.)

Reason for the amendment:

During the month of August, the primary well pump motor responsible for supplying the City of Heber's drinking water failed. This pump is a critical component of our water distribution system and essential to maintaining uninterrupted service to our residents.

It should be noted that additional maintenance work is required on the well shaft itself. This work was not included and is scheduled for completion during the winter months, when the site can be temporarily shut down without affecting residents or overall system performance.

This will include, replacing failed bearings, inspection/replacement of pump cleaning and videoing the well shaft

How will this amendment impact service delivery or project outcomes?

To ensure continued operation and avoid any disruption to water service, we were able to locate and procure a compatible spare motor. This timely replacement allowed the water system to remain fully operational without imposing water restrictions or impacting customers. Without this replacement, the City would have been required to implement temporary water use restrictions to prevent exceeding system capacity.

HEBER CITY BUDGET AMENDMENT REQUEST FORM

Date of Request:

Department:

Requested By:

1. Amendment Summary

Project Title/ O&M Category:

GL Account:

Original Budget Allocation:

\$

Amount of Requested Amendment:

\$

Reason for Amendment:

(Briefly describe the reason for the amendment, the change in circumstances, or new information that has prompted this request.)

2. Financial Impact

Funding Source(s):

(Check all that apply)

- General Fund Surplus
- Additional Revenue
- Grants
- Capitol Projects Fund
- Special Revenue Fund
- Other:

Justification for Funding Source(s):

Will this amendment affect future budgets?

Yes

No

If yes, Please explain:

3. Project Impact

Is this amendment essential for the continued operation of the project or services?

Yes

No

N/A

How will this amendment impact service delivery or project outcomes?

(Provide details on how the requested amendment will affect services or the community, including benefits or challenges.)

HEBER CITY BUDGET AMENDMENT REQUEST FORM

Date of Request:

Department:

Requested By:

1. Amendment Summary

Project Title/ O&M Category:

GL Account:

Original Budget Allocation:

\$

Amount of Requested Amendment:

\$

Reason for Amendment:

(Briefly describe the reason for the amendment, the change in circumstances, or new information that has prompted this request.)

2. Financial Impact

Funding Source(s):

(Check all that apply)

- General Fund Surplus
- Additional Revenue
- Grants
- Capitol Projects Fund
- Special Revenue Fund
- Other:

Justification for Funding Source(s):

Will this amendment affect future budgets?

Yes

No

If yes, Please explain:

3. Project Impact

Is this amendment essential for the continued operation of the project or services?

Yes

No

N/A

How will this amendment impact service delivery or project outcomes?

(Provide details on how the requested amendment will affect services or the community, including benefits or challenges.)

HEBER CITY BUDGET AMENDMENT REQUEST FORM

Date of Request:

Department:

Requested By:

1. Amendment Summary

Project Title/ O&M Category:

GL Account:

Original Budget Allocation:

\$

Amount of Requested Amendment:

\$

Reason for Amendment:

(Briefly describe the reason for the amendment, the change in circumstances, or new information that has prompted this request.)

2. Financial Impact

Funding Source(s):

(Check all that apply)

- General Fund Surplus
- Additional Revenue
- Grants
- Capitol Projects Fund
- Special Revenue Fund
- Other:

Justification for Funding Source(s):

Will this amendment affect future budgets?

Yes

No

If yes, Please explain:

3. Project Impact

Is this amendment essential for the continued operation of the project or services?

Yes

No

N/A

How will this amendment impact service delivery or project outcomes?

(Provide details on how the requested amendment will affect services or the community, including benefits or challenges.)

HEART OF THE WASATCH BACK



Heber City FY 2026 Budget Amendment

Public Hearing
April 7, 2026

Budget Request Summary

- **Park Impact:** Central Heber Trail - \$130,000
- **Water CIP:** Well Pump Shaft Maintenance - \$70,000
- **Sewer CIP:** Callaway Drive Easement - \$30,000
- **Storm CIP:** Wasatch Canal Access - \$25,000
- **PI CIP:** Underdrain Relocation - \$175,000

HEBER CITY COUNCIL
PUBLIC HEARING NOTICE
FISCAL YEAR 2026-27 BUDGET AMENDMENT

Notice is hereby given that the Heber City Council will hold a public hearing on Tuesday, April 7, 2026, at 6:00 p.m. in the Heber City Administrative Office Building Council Chambers located at 75 North Main Street, Heber City, Utah. The purpose of the hearing is to receive public input regarding amendments to the 2026-2027 Fiscal Year Budget. Public comment is welcome and may be delivered in person or virtually via the link found on the City's website <https://www.heberut.gov/256/Agendas-and-Minutes> . Text of proposed budget amendment can be viewed by contacting the Heber City Finance Manager's Office at 435-657-7956.

Trina Cooke
Heber City Recorder

**HEBER CITY CORPORATION
75 North Main Street
Heber City, UT 84032
Heber City Council Meeting
March 3, 2026**

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
Council Member Aaron Cheatwood
Council Member Mike Johnston
Council Member Morgan Murdock
Council Member Sid Ostergaard

Staff Present: City Manager Matt Brower
Planning Manager Jamie Baron
Planner Jacob Roberts
City Engineer Russ Funk
City Attorney Jeremy Cook
City Recorder Trina Cooke
Chief of Police Parker Sever

Staff Participating Remotely: Assistant City Manager Mark Smedley, Executive Assistant to the City Manager Laine Meyers, Finance Manager Sara Jane Nagel, IT Director Anthon Beales, Human Resources Manager Cherie Ashe, Engineering Technician Desiree Muheim, Planner Jacob Roberts, Engineer Kyle Turnbow, Public Works Director Matthew Kennard, Public Works Foreman Rilley Fairbourn, Deputy City Recorder Robin Bond, Engineer Ross Hansen, City Engineer Russ Funk, and Accounting Technician Wendy Anderson.

Also Present: Clint Neerings, Scott Long, Dustin Stewart, Grace Doerfler, Rachel Kahler, Neil Richardson, Randy Christ, Wendi Hamm, Scott Phillips, Linda L Middleton, Heidi Harmon, Jill VanLeeuwen, Gaylen Latimer, Ken McConnell, Cannon Taylor, Holly Bodily, Missy Maughan, Brian Bird, Ryan Poelman, Corey Noyes, Liz Charles, Tori Broughton, and others who did not sign in or whose handwriting was illegible.

Also Attending Remotely: (names are shown as signed-in online) Andrew, A, Angela M, B, Bryanna, Cannon Taylor, Catharine, Cody W, Grace Doerfler kpcw, Jen, Lila Jayne, Michael, Mike, Scott Phillips, SRH, Stephen, and w.

1. Discussion Regarding Best Practices for Wildland Urban Interface Area and 2026 Fireworks Restrictions (Eric Hales and Clint Neerings) - *45 min*

Fire Marshal Troy Morgan reviewed the Wildland Urban Interface Code as included in the attached presentation. The Code was intended to help mitigate the spread of wildfires for communities within mountain-land areas. He shared important safety steps that homeowners in mountainous terrain should implement. Fire Marshal Morgan showed a map of Heber City that outlined high-risk and moderate-risk areas.

Mayor Franco asked staff to work with the Fire District to update the map and return to Council by the end of April.

2. Discussion Regarding Auto Body Shop at 435 W 100 S (Jacob Roberts, Planner) - *20 min*

Planner Jacob Roberts explained that the applicant wanted to rebuild an existing auto shop. The zoning no longer permitted auto shops in that area. The existing auto shop was there before the current zone was in place and, therefore, was legal. However, a new build for an auto shop would not be permitted within the existing zone. Council discussed options to allow the petitioner to make the desired improvements.

City Attorney Jeremy Cook asked for Council to clarify what they would allow for the adjoining lot. Council feedback indicated they wanted to see the adjoining lot comply with the existing code. Planner Roberts clarified the petitioners' wish to build an office on the lower level with apartments above for potential use by shop employees.

3. Policy Discussion of Dogs in City Public Places (J. Mark Smedley, Asst. City Manager) - *30 min*

Assistant City Manager Mark Smedley presented the results of the survey provided to the community regarding whether to allow dogs in parks. The community generally supported permitting dogs on leashes in parks. Mr. Smedley noted the need to provide dog-waste stations, and clear signage of the expectation for owners to clean up after their dogs. He added that there would need to be additional discussion regarding the amount to fine dog-owners who chose not to comply with the clean-up law. Council discussed how to proceed with implementing the change to permit dogs in parks within the City code, whether to launch the change with a pilot program or all at once, and provided feedback for Mr. Smedley to return with an updated draft implementing the proposed changes.

4. Heber City Flag Contest (Lainee Meyers, Executive Assistant to the City Manager) - 20 min

Executive Assistant to the City Manager Lainee Meyers shared the proposed City flag design contest as included in the meeting materials. There would be a committee established to judge the submissions, with the winning design to be unveiled at the Red, White, and Blue Festival and in celebration of the country's 250th birthday. She asked if Council would support the proposed contest.

Council Member Cheatwood did not agree with hosting a flag design contest. He proposed that if the City needed a flag, they could put the City logo on a flag. Council Member Barney had looked online and found that many cities had a flag. She supported a flag contest. Council Member Johnston agreed with Council Member Cheatwood. Council Member Ostergaard felt the City should have a professional create the City brand to be on a flag. Council Member Murdock checked the America 250 website for alternative ideas. Consensus of Council majority was to not host a flag design contest for the community but to possibly host an art contest for students instead.

II. BREAK - 10 MIN

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

1. Call to Order

Mayor Heidi Franco called the meeting to order at 6:18 p.m. and welcomed everyone present.

2. Pledge of Allegiance (Morgan Murdock, Council Member)

Council Member Murdock led the recitation of the Pledge of Allegiance.

3. Prayer/Thought by Invitation (Heidi Franco, Mayor)

Mayor Franco shared a prayer.

IV. AWARDS, RECOGNITION, and PROCLAMATIONS:

1. Mayor's Award for the Heber Central Project and the UCEA Project of the Year Award

Mayor Franco read the Mayor's Award nomination as attached in the meeting materials and included Wendy Anderson as the financial facilitator of the project.

V. CONFLICT OF INTEREST DISCLOSURE:

There were no conflicts disclosed.

VI. CONSENT AGENDA:

Council Member Ostergaard asked CAMS (Community Alliance for Main Street) Executive Director Rachel Kahler whether it would be helpful to allot a budget for the many events she was coordinating for the community. Ms. Kahler shared upcoming events she was working to organize and confirmed that an established budget would help her proceed. One of the events she proposed was a dog day in the park to help with community education.

Motion: Council Member Cheatwood moved to approve the Consent Agenda as presented.

Second: Council Member Barney made the second.

Voting Yes: Council Members Ostergaard, Johnston, Barney, Cheatwood, and Murdock.

Voting No: None.

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

1. February 17, 2026, City Council Meeting Minutes (Trina Cooke, City Recorder)
2. Amendment to Heber City Consolidated Fee Schedule, Ordinance 2026-02 (Parker Sever, Chief of Police) -
3. Ordinance 2026-03 Updating the Heber Market on Main (HMOM) Vendor Fees in the Consolidated Fee Schedule (Matt Brower, City Manager) -
4. Resolution 2026-04 declaring April 13 through April 20, 2026 as Dark Sky Week (Tony Kohler, Community Development Director) -
5. Community Alliance of Mainstreet (CAMS) TAP Tax Funding Request (Rachel Kahler, CAMS Executive Director) -

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

Scott Phillips wished to comment on the proposed joint letter with the County to UDOT (Utah Department of Transportation) that suggested an alternative third option for the bypass route. He felt it was more important for the City to work with the County to protect the land surrounding the proposed bypass from future development and asked the Council to direct their focus to protecting the North Fields.

Randy Christ felt the sound system in the Council Chambers needed to be improved. He wanted to update the Council on the business lighting across the street from his home. The main building had taken steps to dim the business lighting, and it had been much improved, except for one building.

Mr. Christ hoped the time for business lighting could be turned off at 10:00 p.m. He also wanted to comment on the proposed EIS (Environmental Impact Statement) UDOT letter. He questioned whether the Council had a conflict of interest and warned them to take care. Mr. Christ recognized there were people that wanted to push their opinions and had the money or influence to do so. He suspected the proposed letter had been written by artificial intelligence (AI) and cautioned the City from signing the proposed letter with the County. He hoped the Council would not sign the letter. He felt the affected homeowners should have been notified by the County about the proposed letter.

Wade Hansen said he was concerned about the letter as well. He felt UDOT had put a lot of effort into the study to come up with the best option for the bypass route and thought the bypass was much-needed in the Valley. He considered the letter a waste of time. He said none of the residents had been informed about the third route being proposed in the letter and encouraged the City to stay the course and do what they could to speed the bypass construction process up before the Olympics. He felt the speed limit should be lowered on Coyote Lane.

Linda Middleton distributed notecards with pictures of the Heber Valley, taken by a local photographer, to show what a beautiful valley we all lived in. She was concerned about the bypass roadbase handling the weight of the vehicles through the wetlands, potential invasive weeds, and the trail. She questioned how the delivery trucks would access the businesses downtown if they were prohibited on Main Street. She did not feel the UDOT proposed route was the best option. She noted that you could not have organic agriculture when spraying for weeds. She worried that proposed bypass route B would destroy the scenic byway that existed in the Heber Valley.

Neil Richardson owned a home on 50 acres in the North Fields. His family had owned the Keetley Ranch that was now below the Jordanelle Reservoir. He felt that UDOT would do what it wanted. He hoped the Council would not sign the letter. His family cared for the north fields. The alternate route proposed by the letter would sandwich his home between Highway 40 and the alternative bypass route proposed by the County. He asked the Council to let UDOT follow their proposed route.

City Engineer Russ Funk stated that there had been three traffic speed studies performed by UDOT in the past few years. The City had forwarded feedback to UDOT in support of a speed reduction to 45 miles per hour north of Coyote Lane, and down to 35 mph when entering Heber City at the traffic signal on Highway 40 in front of Smith's. He said UDOT intended to make the change to the lowered speeds. UDOT was also pursuing the installation of a barrier on Highway 40 to increase safety by preventing vehicles from crossing into oncoming traffic. Mr. Funk ensured there were measures being taken to address safety concerns of the residents.

Council Member Cheatwood clarified that the large trucks delivering to businesses downtown would still be permitted on Main Street to service the businesses.

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

1. County Proposed Joint DEIS Letter to UDOT (County Council Request) - 20
min

Wasatch County Council Member Erik Rowland confirmed the proposed letter was the equivalent of submitting a public comment to UDOT from the County Council. He agreed that the bypass project did need to be completed. The letter proposed an alternative route to the ones proposed by UDOT based on the route B alignment. The letter also expressed concern by the County for the protection of the water quality in the class A aquifer located below the Heber Valley; the agricultural landscape; protection and expansion of conservation easements and open space; proposed overpasses; pedestrian safety; walk-ability; and community connectivity. The letter concluded with the County's proposed bypass route as a solution to the concerns listed. Mr. Rowland assured that the letter was not intended to be adversarial but rather to propose an alternate, preferred solution. The Heber City Council provided feedback and ultimately determined to individually decide whether to sign the letter rather than signing as the whole of the Council.

Mayor Franco opened the discussion for public comment at 7:27 p.m.

Randy Christ said he know about the water. He recalled five or six years previously, when his neighbor irrigated his land on the hillside and it would flood his yard. He spoke of the creeks surrounding his property. He hoped the road material was not toxic as the water from the hillside pushed the roadbase debris to the other side of the road. He did not feel the water concern listed in the proposed letter was valid.

Holly Bodily had looked into the UDOT EIS and said she found many things very concerning. She felt it was important that a united front be presented to UDOT and hoped that under no circumstance route B would be constructed. She claimed option B was violating several federal codes such as LEDPA and the National Environmental Policy Act. She said UDOT was required to choose the least environmentally damaging route and felt that UDOT was choosing the most impactful. Ms. Bodily also felt route B would be violating the clean water act. She paid taxes to have them do a good job. She said there were many alternatives that were less impactful. She claimed the route UDOT had chosen went through the most dense parts of the aquifer and questioned the choice. Ms. Bodily said the North Fields Irrigation Committee had presented UDOT with less impactful options that did not bisect the irrigation ditches and would cost less. She was also concerned with the language about mitigation, which she felt was vague. She said UDOT deferred to the Army Corps of Engineers, which she had found had a debt of 15 to 1. She claimed UDOT had been asked to choose a less impactful option and they had refused to look at the better and more affordable options. Ms. Bodily called attention to the ongoing development on the east side that would dump into Main Street and felt there was no accounting for that traffic impact in the modeling.

Jill VanLeuwen owned property in the North Fields and wished to clarify that most of the homeowners in the area were full-time residents. She felt bypass route option B did not work based on the problems with the irrigation and everything she had heard about it affecting the ranchers. She said that, as taxpayers, they were UDOT's customers, and noted the taxpayers paid UDOT's salaries. She wanted to send UDOT back to the drawing board and proposed her own route. She reminded the Council that they represented the voters that had elected them.

Ken McConnell had lived in the Valley for 48 years and the bypass had been considered as long as he could recall. He was opposed to Route B and wanted to preserve the North Fields. He felt the route proposed by the County was a better option and hoped the City Council would consider adding Heber City's support to the letter.

Motion: Council Member Cheatwood moved to extend the public comment period for 15 minutes, but to limit the time to two minutes per person.

Second: Council Member Barney made the second.

Voting Yes: Council Members Ostergaard, Johnston, Barney, Cheatwood, and Murdock.

Voting No: None.

The Motion Passed Unanimously, 5-0.

Linda Middleton felt that if UDOT was required to follow the rules outlined in the Heber City Code, route B would never be approved. She accused UDOT of not complying with the noxious weed mitigation requirement in the City's code along Highway 189. She did not like route A either. She outlined traffic struggles on Southfield Road and felt the bypass construction would take 20 years and affect everyone in the Valley. She wanted to preserve the views, the wildlife, clean water, and clean air.

Corey Noyes reminded the Council that they represented everyone in Heber City. He noted that everyone present was opposed to bypass route option B, but felt that there were many, many people in the City that were not. He suggested that the largest group was most likely those who did not care whether the bypass was built following route A or B as long as one of them was built. He felt the letter proposed by the County was irresponsible and reckless and called it a thinly veiled option B hate letter that was full of selective reasoning and confirmation bias, that was started with the premise that option B was bad. He said the proposed letter was not put forward by a team of experts over the course of many years but rather, the letter was drafted by a small group of non-experts using artificial intelligence to poke holes in the experts' recommendation in a matter of 90 days. Mr. Noyes proposed that if the City or County wished to propose an alternate route that they not approach it in a one-sided manner with the foregone conclusion that option B was the worst. He further suggested doing some homework and providing an intelligent and thoughtful alternative that was smart and looked like they knew what they were talking about.

Neil Richardson felt the County should have spoken with the people that would be impacted by the proposed alternate route and expressed his disappointment in the County.

Heidi Harmon lived by the 1300 South bypass route and no one had asked her how she felt about that. She had heard there would be a frontage road to accommodate the Slope development. She felt the citizens should matter, not the developer. She felt the North Fields acted as an anchor to the entrance to the Valley ever since she was a little girl and was what drew people here. She did not want to see the North Fields destroyed as her family farm had been. She felt if the North Fields were gone, she might as well move elsewhere.

Phil Jordan was representing the 189 homes in the Muirfield area as the president of the HOA. He said the area was going to have their quality of life impacted by the added light, sound, and dust, the bypass route would bring. Speed and safety were concerns as well.

Heidi Harmon expressed concern with the higher speed-limit that would increase the danger to wildlife and livestock. She questioned the proposed 250-foot width of the bypass, the impact of the potential overpasses, and proposed that the community continue to apply pressure to UDOT to remain at-grade. She wished to remind everyone that they lived in the Wasatch Back, not the Wasatch Front.

City Engineer Russ Funk believed the proposed project would be the most significant project in the Valley in 50 years. He felt the bypass would substantially impact the Valley and recognized that the traffic problem on Main Street was a blight on the community. He felt the alternative being proposed in the County's letter was a less good version of option A, which had been studied and reviewed by UDOT and was not the option UDOT was recommending. He felt option B, that was being proposed and recommended by UDOT, was the best option. He felt the tendency of the community was to push back until nothing was accomplished. Mr. Funk said he had at least a hundred conversations with community members that supported the route proposed by UDOT. He felt the water quality impact would be the same, no matter the route. He recalled the complaints about how long this project was taking and felt the community push-back was the reason. He recommended the Council not sign the proposed letter.

Wasatch County Council Member Erik Rowland pleaded with the people who supported the UDOT position to look more closely at the document put forth by UDOT. He felt there were mistakes to be found and the document needed further scrutiny.

Council expressed appreciation for Mr. Rowland and further discussed the bypass routes, impacts on the community and traffic, and whether to sign the letter presented by the County.

Motion: Council Member Barney made a motion to deny signing the letter as the Heber City Council, to not include the City logo, but to allow City Council Members to sign as individuals.

Second: Council Member Cheatwood made the second on the condition that the map would be removed.

Discussion: County Council Member Rowland agreed to remove the map and rephrase the Counties preference that the preferred alternative route be located as close to Highway 40 as possible, however that was defined by UDOT. He recalled the director of UDOT had admitted to making an error two years ago on the traffic modeling and had to begin the study again. Mayor Franco, as a member of MAG (Mountainland Association of Governments), noted that there were other communities that UDOT would need to prioritize ahead of the bypass in Heber. She represented the people who voted for her and said she would support and sign the County letter. She felt it was important to respect the majority that voted in the elections and what they voted for. She thought route A might be a short-term solution, but would be a lower cost. She said the route B option would mean a judge was going to decide as there were too many environmental issues involved. That would cause further delay. Mayor Franco said the route with the least environmental impact needed to be the chosen route in order to move forward. Council Member Johnston felt that the Councils of Wasatch County, Midway, and Heber City were under the impression that if they joined together that UDOT would change its mind. He stated that was not going to happen. He felt it was appropriate to send UDOT suggestions but the Councils could not tell UDOT what to do or which decision to make. Council Member Johnston wished to ensure the letter did not name Heber City at all.

Restated Motion: Council Member Barney said that her motion was to not sign the letter as the Heber City legislative body, but to allow each individual to sign the letter separately, and to not include the Heber City logo.

Discussion: Council Member Ostergaard stated that he was not going to sign the letter. He felt it was important to not try to delay the bypass as the downtown was suffering because of the traffic.

Voting Yes: Council Members Ostergaard, Johnston, Barney, Cheatwood, and Murdock.

Voting No: None.

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

2. Heber City's America 250 Monument Proposal (Matt Brower, City Manager) -
20 min

City Manager Matt Brower provided an updated proposal for the America 250 monument. Council Member Murdock provided pictures he had taken to propose locations for the Council to consider placing the monument. Council Member Ostergaard proposed the design consultant for the park, Terracon, provide renderings of the monument in the selected location. Council discussion concluded with agreement to place the monument between the stages at the Main Street Park.

Motion: Council Member Ostergaard made a motion to have Terracon look at the design of the chosen monument to be placed between the Rotary and Main stages and return to Council with ideas and concepts based on Council's discussion that evening.

Discussion: Mayor Franco pointed out there would not be another meeting until April, and there was no budget, and the City needed to move forward with the project to have it done in time. City Manager Matt Brower felt that the design consultant Terracon could put a design together to email Council. He added that the next presentation by the Heber Leadership Academy (HLA) would tie into this project as well and proposed the Council hear the HLA presentation before making a decision.

Amended Motion: Council Member Ostergaard made the motion for Terracon to look at the proposed placement of the monument, with staff designing, and approval from Council.

Second: Council Member Cheatwood made the second.

Voting Yes: Council Members Ostergaard, Johnston, Barney, Cheatwood, and Murdock.

Voting No: None.

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

3. Heber Leadership Academy (HLA) Project Presentation (Matt Brower, City Manager) - *20 min*

City Manager Matt Brower introduced the fifth class of the Heber Leadership Academy (HLA). Missy Maughn, Liz Charles, Justin Motley, and Corey Noyes shared their project proposal as included in the meeting materials. Ms. Charles provided an explanation of the proposed historical geocache trail activity scavenger hunt. The class proposed geocache locations at eight historical sites around town with a token prize for those who completed the geocache route. Mr. Brower proposed combining the class project with the America 250 rock monument. Council did not feel it was appropriate to include a grave site on the geocache scavenger hunt route. Council discussed the route, the stops therein, and alternative options.

Motion: Council Member Cheatwood made the motion to approve the Heber Leadership Academy project as laid out that night, with the estimated costs, with the one change of location that the class would decide later.

Second: Council Member Ostergaard made the second.

Voting Yes: Council Members Ostergaard, Johnston, Barney, Cheatwood, and Murdock.

Voting No: None.

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

4. Proposed Changes to Sawmill Phase 6 & 8 (Jamie Baron, Planning Manager) - *45 min*

Council Member Johnston clarified that he did not have a conflict with the agenda item project, but disclosed that the project worked with the company that he worked for. He currently had no affiliation with the project.

Planning Manager Jamie Baron reviewed the design changes implemented at the direction of Council. City Engineer Russ Funk expressed concern with the design not having the minimum 15-foot utility setbacks. Project representative Brian Bird explained the roads and utilities were already installed. He felt the design could accommodate the 15-foot setback. They were asking for Council to approve a plan modification to be processed administratively. City Attorney Jeremy Cook advised Council could determine whether it could be handled administratively or needed to go through the legislative process. Council discussed the modified design, utility setbacks needed, and whether to allow the project to proceed under an administrative amendment.

Motion: Council Member Ostergaard moved to allow staff to proceed with the administrative amendment process and to substitute their updated plan for the original.

Second: Council Member Cheatwood made the second.

Discussion between Council, City Engineer Russ Funk, Planning Manager Jamie Baron, and the project representatives regarding the 15-foot utility setback requirement continued. Council agreed to permit less than a 15-foot setback if the gas company, Enbridge, agreed to the smaller 10-foot setback.

Amended Motion: Council Member Ostergaard amended his motion to include the 15-foot utility easement unless otherwise approved by Enbridge.

Voting Yes: Council Members Ostergaard, Johnston, Barney, Cheatwood, and Murdock.

Voting No: None.

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

5. Parks and Trails Impact Fee Credit Agreement (Jeremy Cook, City Attorney) - *30 min*

City Attorney Jeremy Cook recalled the amended impact fees recently adopted by Council and the concern with implementing the amended fees for existing and ongoing developments. The proposal was to permit a reimbursement of impact fees to developments when appropriate, as outlined in the attached Staff Report. City Engineer Russ Funk informed Council that agenda items five and six were connected and needed to be approved together. Mr. Cook advised that he would move forward to address the two agenda items together.

6. Sixth Amendment to Jordanelle Ridge Development Agreement (Jeremy Cook, City Attorney) - *30 min*

Mr. Cook shared issues faced with the Jordanelle Ridge development that staff was continually working with the project representatives to resolve. He reviewed the sixth amendment to the development agreement with Jordanelle Ridge as included in the meeting materials.

Motion: Council Member Barney moved to extend the Council meeting to 10:15 p.m.

Second: Council Member Cheatwood made the second.

Voting Yes: Council Members Ostergaard, Johnston, Barney, Cheatwood, and Murdock.

Voting No: None.

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

Jordanelle Ridge representative Cody Winterton shared the perspective from the development project. He noted the City relied heavily on new growth revenue and there was no other project generating the amount of revenue that Jordanelle Ridge was generating. The original development agreement allowed the project to avoid paying impact fees for parks and trails as the project was going to build them and dedicate them to the City. As the project became aware of the City's reliance on these impact fees, Jordanelle Ridge recognized the importance of contributing funds to the City. Jordanelle Ridge was agreeing to dedicate an additional \$1,500.00 per unit to the City to use as needed and not be tied to the restrictions of impact fees. Staff hoped the substantial amount of revenue would create many positive things for the City.

Motion: Council Member Cheatwood made the motion to approve the Jordanelle Ridge Parks and Impact Fees Credit Agreement

Second: Council Member Johnston made the second.

Voting Yes: Council Members Ostergaard, Johnston, Barney, Cheatwood, and Murdock.

Voting No: None.

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

City Manager Matt Brower clarified that a specific fund would be created to funnel the credits and refunds of impact fees. City Attorney Jeremy Cook pointed out that the agreement referred to "units" rather than "ERU"s (equivalent residential units). He clarified it would be a proportionate "unit" to "ERU" ratio. He agreed to correct the language if the Council wished.

Motion: Council Member Cheatwood moved to approve the sixth addendum to the Jordanelle Ridge MDA (Master Development Agreement) developer contribution agreement as laid out.

Second: Council Member Johnston seconded the motion with the condition that the agreement read "ERU"s rather than "units".

Discussion: Council briefly discussed the use of the term "ERU" rather than "unit".

Amended Motion: Council Member Cheatwood amended his motion to approve the sixth addendum to the Jordanelle Ridge MDA developer contribution agreement with the understanding that the 3000 residential units were measured as equivalent residential units.

Voting Yes: Council Members Ostergaard, Johnston, Barney, Cheatwood, and Murdock.

Voting No: None.

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

IX. COMMUNICATION:

City Manager Matt Brower shared the following Communication Items:

- Deputy City Recorder Robin Raines-Bond had accepted the City Recorder position with Vineyard City and tendered her resignation to Heber City. Her last day would be Thursday of that week. He invited everyone to stop in to thank her and say farewell.
- He reminded Council that the City Council Meeting for March 17, 2026, had been canceled, per Council's decision, due to the conflict with the caucuses.
- Key Legislative updates to the bills that would potentially impact Council, municipalities, taxing, and elections. There were more than a thousand bills filed during the current Legislative session.

Council Member Cheatwood shared a message from Rachel Kahler that she would like to return during the second meeting in April with the Red, White, and Blue Festival committee, to present their plan for the event.

Mayor Franco shared the following communication items:

- She recalled previously sharing complaints with the Council about outdoor construction 7-days a week. She referred to the City of Logan's ordinance, prohibiting outside construction on Sunday's and holidays. She felt the people in the high-growth areas in Heber City would appreciate the same restrictions.
- She asked that Staff provide an update regarding the 30% water loss city-wide from the previous year and to provide the City's total culinary capacity
- the POSTT (Parks, Open Space, Trails, and Trees) committee was considering placing wayfinding signs at Wheeler Park

Council Member Ostergaard shared that Dallin Koecher and Jessica Broadhead with Heber Valley Tourism and Economic Development wanted to attend the March 17, 2026, Heber City Council Meeting to provide the annual report. As the March 17th meeting was canceled, he hoped the item could be added to the April 7, 2026, Council meeting.

Council Member Murdock asked whether Council wanted to consider rescheduling the May 5th Council meeting as it was Cinco de Mayo. He felt the Council and Staff might want to support the community celebration.

X. ADJOURNMENT:

Motion: Council Member Cheatwood made the motion to adjourn.

Second: Council Member Barney made the second.

Voting Yes: Council Members Ostergaard, Johnston, Barney, Cheatwood, and Murdock.

Voting No: None.

The meeting adjourned at 10:19 p.m.

Trina Cooke, City Recorder

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

From: Eric & Pauline
Sent: Tuesday, February 24, 2026 3:16 PM
To: CC Public Comments <ccpublic@heberut.gov>
Subject: (EXTERNAL) More waste—No park project please!

Please do not approve any of the 3 proposals for the park project!! None of them are acceptable, not to mention the cost! The park as it is, maybe with some minor tweaks and improvements, is fine- no need for ice ribbons, ovals, trailhead centers, and certainly no retail space etc——. It's a park, not a circus- Please leave it alone and spend our tax money on important things!!

I also did not understand why the survey you sent out was so designed to force inputs into the three options only- there was no clear opportunity to object to the project itself!

Eric Stevens
Sent from my iPhone

From: Melissa Burrow
Sent: Thursday, February 26, 2026 5:12 PM
To: CC Public Comments <ccpublic@heberut.gov>; City Council <citycouncil@heberut.gov>
Subject: (EXTERNAL) I vote no to the current city park options

To the City council, Mayor, committees, and anyone else involved in the city park planning:

I am a tax paying voting resident of Heber City and I am begging you to

stop wasting taxpayer money! We love the big open grass and the tall trees in our city park. It would be very nice to have the bathrooms, playground, and tables upgraded, but that's it. Our Thursday farmers markets and concerts are perfect! We don't need or want all this stuff in these proposals. It is a waste of money. It is turning us into Park City. WE DO NOT WANT TO BE PARK CITY!

Thank you for listening to your constituents.

Melissa Burrow

From: Tausha McDonald
Sent: Thursday, February 26, 2026 10:06 PM
To: CC Public Comments <ccpublic@heberut.gov>; City Council <citycouncil@heberut.gov>
Subject: (EXTERNAL) city park comments

To whom this may concern in the Heber City Council,

I am writing regarding the proposed use of the Heber City Park. I am a Heber City resident, and I have lived in the Heber Valley my entire life. We have seen astronomical unprecedented growth through the last couple of decades, which has led to many challenges, but I feel it is essential to carefully consider the negative implications of the additional development of our city park and not lose sight of what Heber is and who Heber residents are at their roots. Heber residents embrace tradition and old-town feelings. I don't think it is different for new residents either. New people are coming in, and they are coming in because they like the small-town charm; they enjoy the quaint summers on the park grass. Who has a problem with the park (other than bathrooms that could be updated)? The proposed drawings frankly seem out-of-touch for our community. It does not reflect the country roots of Heber. The concert in the park is attended because it is fun to sit in the open area, listen to music, and socialize. Shopping is not the purpose. It serves the public who uses the park's open space. It isn't the other way around.

It is a fact that many people in the valley struggle with financial limitations. There are so many problems that people are facing with finances, but a park is a free escape for everyone. Turning it into a vendor paradise funded by tax payers who are already overtaxed and overwhelmed attaches a price tag to a previously accessible and relaxing place. As a child, I had many birthday parties and events at the park because it was free, fun, and available to everyone. The park has enabled generations of family fun without a price tag. The open space is essential for running, playing, and decompressing. We don't need businesses in the park. There are businesses to visit all around town. Why not promote them? Why can't we keep one place for open space, rest, and recreation? We love our city center the way it is. We always have. Please protect it, keep the trees, the grass, and do not turn it into a vendor paradise like those pictures have shown. Protecting the open space will enable it to stay a real gathering place and community center that is fun and accessible, now and in the future, whether a person brings money or not.

One solution could be for vendors to continue the Thursday concert at the park, with limited changes to the open space. You could also open it for Saturdays too, and it will remain special and fun, not burdening and overwhelming to locals. The park can remain an area of open space for family and people of all backgrounds to enjoy. If business

promotion is something you want to emphasize further, the city could do it online and offer an online boutique space for local businesses. That could be far more profitable and cost-effective than any vendor park, and we wouldn't have to sacrifice our remaining open space.

Please consider this and protect the open space at the park.

Tausha McDonald

**HEBER CITY CORPORATION
75 North Main Street
Heber City, UT 84032
Heber City Council Meeting
March 17, 2026**

DRAFT Minutes

4:00 p.m. Work Meeting - REINSTATED

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

Mayor 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
Council Member Aaron Cheatwood - remotely
Council Member Mike Johnston
Council Member Morgan Murdock
Council Member Sid Ostergaard - Departed at 5:30 p.m.

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
Deputy City Recorder Andrew Conley
Finance Director Sara Jane Nagel

Staff Participating Remotely: Assistant City Manager Mark Smedley, IT Director Anthon Beales, Human Resources Director Cherie Ashe, Engineering Technician Desiree Muheim, Planner Jacob Roberts, Engineer Kyle Turnbow, Executive Assistant to the City Manager Laine Meyers, Public Works Director Matthew Kennard, Public Works Foreman Rilley Fairbourn, Deputy City Recorder Robin Raines Bond, Engineer Ross Hansen, City Engineer Russell Funk, Finance Director Sara Jane Nagel, and Accounting Technician Wendy Anderson.

Also Present: Troy Turner, Rachel Kahler, Dallin Koecher, Jessica Broadhead, Grace Doerfler, Braxton Turner, Jason Gliddon, and others who did not sign in or whose handwriting was illegible.

Also Attending Remotely: (names are listed as signed-in online) A, Andrew, Angela M, B, Bryanna, Cannon Taylor, Catharine Williamson, Catherine, Cody W, Grace Doerfler kpcw, Jen, Lila Jayne, Michael, Mike, S, Scott Phillips, SRH, Stephen, and w.

1. Dogs in Parks Policy Discussion (Morgan Murdock, Council Member) - 15 min

Council Member Murdock distributed a draft dog policy proposal as included in the meeting materials. He described his dog boarding, sitting, and walking business, but stated there was no conflict of interest as he had nothing to gain financially by the proposed policy. Council Member Murdock suggested a dog license booth at the upcoming Dogs in Parks Event, as well as possibly offering free leashes to people who needed a leash, and handing out swag. He detailed the proposed regulations and safety measures included in the draft Dogs in Parks Policy.

2. Tourism and Economic Development (Dallin Koecher) - 30 min

Dallin Koecher and Jessica Broadhead, with Heber Valley Tourism and Economic Development, presented the annual reports as shown in the attached meeting materials. They provided details of their economic report. Ms. Broadhead reviewed details of revenue produced by tourism in Wasatch County. They reviewed the benefits provided to local businesses, grant opportunities, and upcoming events.

Council Member Cheatwood asked for details regarding what was being done to assist local businesses and to attract new businesses. Council discussed opportunities to support local businesses and workers, as well as possible student volunteer opportunities.

Mr. Koecher asked the City to once again sponsor the upcoming annual Wasatch Back Economic Summit. He thanked the City for its past and ongoing support.

3. Red White and Blue Festival Board Update (Kelleen Potter and Rachel Kahler) - 15 min

Rachel Kahler was representing the Red, White, and Blue (RW&B) Festival event. She shared a brief slide show including a short video. She stated that it was the 7th annual RW&B Festival that would coincide with the America250 celebration. She listed the planned activities as outlined in the presentation, including a Toby Keith tribute band offering a free concert.

4. Discuss potential development agreement amendment for (Mayflower Lofts) at the corner of Old Highway 40 and Highway 32 (Braxton Turner) - 30 min

Troy and Braxton Turner represented Build-It Homes. Community Developer Director Tony Kohler provided an overview of the proposed mixed-use development. Troy Turner further explained their proposed project. The petitioners hoped Council would consider allowing alternate uses. Council discussed the potential access to the property, size of the area, grading, and trails. Mayor Franco expressed concern with the City continuing to give up commercial space for residential. Council Member Johnston agreed with the Mayor and advised reserving commercial development space.

Jason Glidden with Mountainlands affordable housing was willing to have discussions with the petitioners to negotiate additional affordable housing within the project.

5. MOU with Headwaters (Russ Funk, City Engineer) - 10 min

City Engineer Russ Funk described the past flooding concern of 2023 due to the snow pack that year. The City Council had expressed a desire to perform a study to help predict future flooding in order for the City to better prepare. Mr. Funk said the Division of Emergency Management at the State had been working to update the Valley's flood-mapping. He explained there was a private entity called Headwaters that joined with communities to address and try to correct flooding concerns. Headwaters was offering to complete an alternatives analysis to look for ideas to solve the issue and forward a recommendation to the City. Mr. Funk and the City Attorney Jeremy Cook had reviewed the proposed MOU (memorandum of understanding) and had not found any concerns as the agreement did not obligate the City to anything. Mr. Funk advised that he was not seeking Council approval and the item was intended to be informational only.

6. Underdrain Discharge Change Order (Russ Funk, City Engineer, Matthew Kennard, Public Works Director) - 10 min

City Engineer Russ Funk explained that there was a underground drain that ran through a large part of the City. He shared images of the under-drain located at 600 west and 300 South and described the excess ground water in the location. He shared the ongoing projects in the area that would necessitate the relocation of the underground drain. He said it had become an emergency relocation project. Public Works Director Matthew Kennard had met with the Finance Department Director Sara Nagel and found that the City could provide funding for the project without reaching into its reserves. Public Works Foreman Rance Echols further described the project details. There would need to be a budget amendment but he impressed the need to begin work on the project prior to the next City Council meeting scheduled for April 7, 2026.

II. COMMUNICATION ITEMS:

Mayor Franco noted that she had forwarded a few emails to Council earlier that day regarding concerns with the proposed location of the Atlas cell tower. She questioned whether the Council should consider alternate locations. She had also received a letter from Maddox that was concerning and she hoped staff would be able to discuss details in the future.

III. CLOSED MEETING:

Motion: Council Member Barney made the motion to enter a Closed Meeting to discuss the character, professional competence, or physical or mental health of an individual.

Second: Council Member Johnston made the second.
Voting Yes: Council Members Johnston, Barney, Cheatwood, and Murdock.
Voting No: None.
Council Member Ostergaard was absent.
The **Motion Passed 4-0.**
The Heber City Council entered Closed Meeting at 5:42 p.m.

1. Discuss the character, professional competence, or physical or mental health of an individual

Motion: Council Member Barney made the motion to end the Closed Meeting and to adjourn the Work Meeting.
Second: Council Member Murdock made the second.
Voting Yes: Council Members Johnston, Barney, Cheatwood, and Murdock.
Voting No: None.
Council Member Ostergaard was absent.
The **Motion Passed 4-0.**
The Closed Meeting ended at 6:15 p.m.

IV. ADJOURNMENT:

Motion: Council Member Barney made the motion to end the Closed Meeting and to adjourn the Work Meeting.
Second: Council Member Murdock made the second.
Voting Yes: Council Members Johnston, Barney, Cheatwood, and Murdock.
Voting No: None.
Council Member Ostergaard was absent.
The Meeting **adjourned** at 6:15 p.m.

Trina Cooke, City Recorder



Heber City Council Staff Report

MEETING DATE: 4/7/2026
SUBJECT: Ordinance 2026-05 Updating Wildland Urban Interface Map
RESPONSIBLE: Tony Kohler
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

The State Fire Marshall and Wasatch County Fire District recently recommended the City consider updating its Wildland Urban Interface (WUI) Map to include the area north of town between Highway 40 and the Wasatch Irrigation Canal.

RECOMMENDATION

Staff recommends approval of Ordinance 2026-05.

BACKGROUND

City Staff met with the Fire District on the proposed amendment to the WUI Map and is recommending the City amend the WUI Map to include areas to the west of the Wasatch Irrigation Canal to Highway 40. The boundary would follow Coyote Canyon Parkway and proceed south along Valley Hills Boulevard, east along Valley Hills Drive, south along Mill Road, and proceed south easterly along Heritage Farms Parkway to Center Street.

It was the consensus of the group that generally the annual fireworks restrictions should also follow this line.

DISCUSSION

The Wildland Urban Inface area has been subject to increased discussion in the State of Utah, due to drought, wildfires in other states and the expansion of urban development into areas subject to wildfire hazards.

FISCAL IMPACT

There is not a cost to the City with the modification to the WUI map. However, there will be additional future homes and commercial buildings that will be subject to increased construction costs primarily within the Fitzgerald Subdivision portion of the Jordanelle Ridge Development north of Coyote Canyon Parkway, the Highlands development, College Downs, Finch Creek Townhomes and the North Village Crossing development.

CONCLUSION

The amended WUI map will assist in minimizing the risk of wildfires to urban and planned urban development within the area subject to an increased potential for wildfires.

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: Tony Kohler, Community Development Director

EXHIBITS

1. Ord 2026-05 WUI Update
2. Updated WUI Line Heber 2026

ORDINANCE 2026-05

An Ordinance updating the City’s Wildland Urban Interface (WUI) Map

WHEREAS, a significant portion of Heber City’s northern growth area is located within an area that has an increased potential for wildfires; and

WHEREAS, in 2018, Heber City adopted the 2006 Utah Wildland-Urban Interface Code and associated WUI Map to mitigate the impact of development within and near the area WUI area;

WHEREAS, the State Fire Marshall and Wasatch County Fire District have suggested Heber City consider updating its WUI Map to include areas where urban development is planned along Highway 40 that is also subject to an increased potential for wildfires.

NOW, THEREFORE, the City Council finds it in the public interest to adopt a modified Wildland Urban Interface Map.

BE IT ORDAINED by the City Council of Heber City, Utah, the Wildland-Urban Interface Map in Heber City Municipal Code, Subsection 15.04.010 D. 1. is hereby **amended** 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 April, 2026.

	AYE	NAY	ABSENT	ABSTAIN
Yvonne Barney	_____	_____	_____	_____
Aaron Cheatwood	_____	_____	_____	_____

Michael Johnston _____

Morgan Murdock _____

Sid Ostergaard _____

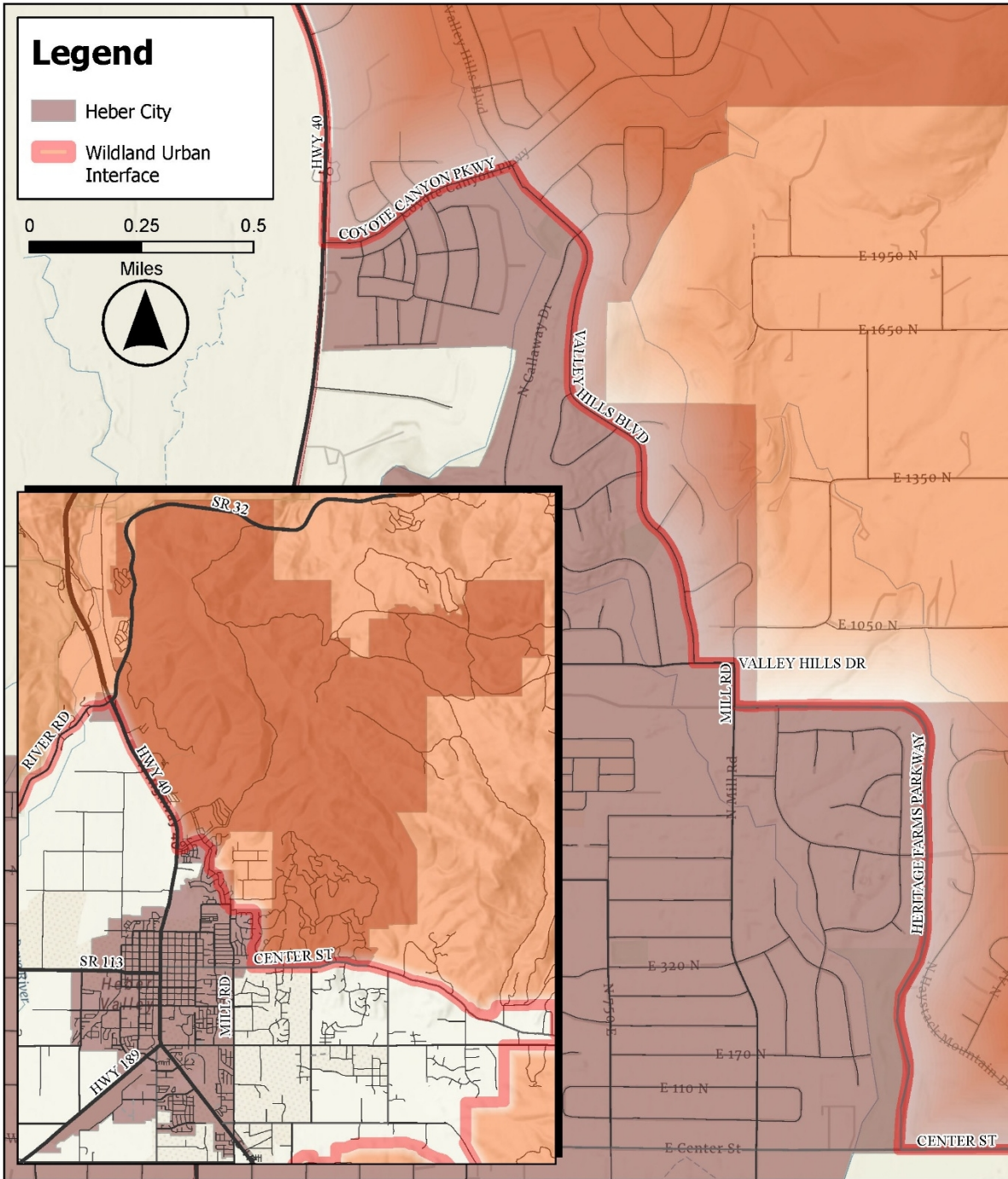
APPROVED:

Mayor Heidi Franco

ATTEST:

RECORDER DATE

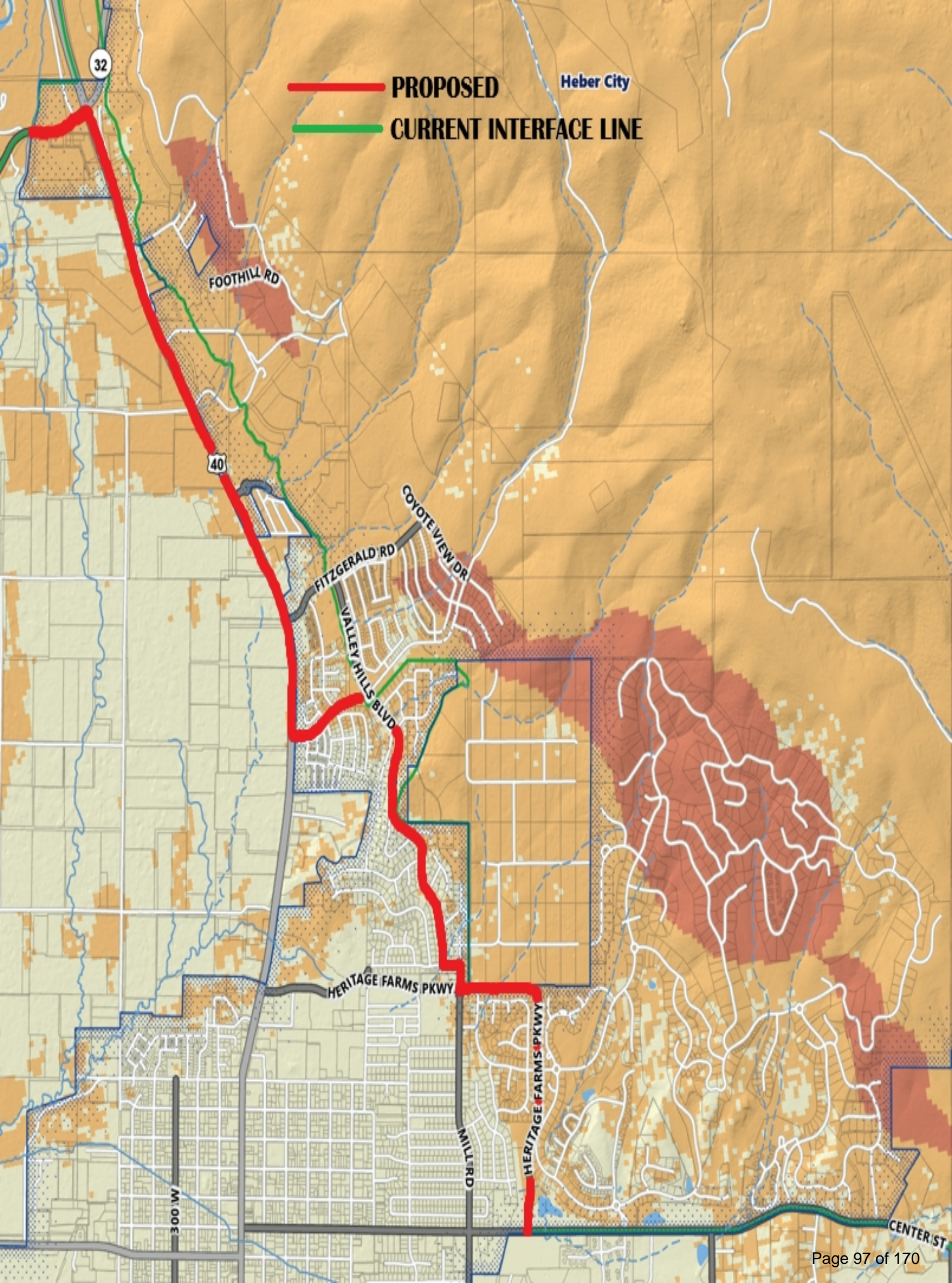
EXHIBIT A



DISCLAIMER: The lines drawn on this map are for reference use only. Heber City makes no warranty or guarantees as to the accuracy, reliability, or usefulness of the information found on this map. Heber City assumes no liability for direct, indirect, special, or consequential damage resulting from the use or misuse of this information.

Wildland Urban Interface

Heber City, Utah
 Revision Date: March 24, 2026



Heber City

PROPOSED
CURRENT INTERFACE LINE

FOOTHILL RD

FITZGERALD RD

VALLEY HILLS BLVD

COYOTE VIEW DR

HERITAGE FARMS PKWY

HERITAGE FARMS PKWY

MILL RD

300 W

CENTER ST



Heber City Council Staff Report

MEETING DATE: 4/7/2026

SUBJECT: Request for Sponsorship Funding in the Amount of \$5,000.00 for the Wasatch County Tourism and Economic Summit

RESPONSIBLE: Matt Brower

DEPARTMENT: Administrative

STRATEGIC RELEVANCE:

SUMMARY

The Wasatch Back Economic Summit is a unique regional event held annually in partnership with Heber Valley Chamber, Park City Chamber, Heber City, Wasatch County, Park City Municipal, and Summit County. Featuring informational presentations, breakout sessions, updates from industry leaders, regional experts, elected officials, and more, attendees will learn about key issues and opportunities facing the Wasatch Back. Heber City has been requested to consider being a sponsor of the event with a \$5,000 donation. The donation will identify Heber City as an event sponsor and will also receive numerous complimentary tickets to the event.

RECOMMENDATION

Staff recommends becoming an event sponsor for the 2026 Wasatch Back Economic Summit.

BACKGROUND

The Wasatch Back Economic Summit is a unique regional event held annually in partnership with Heber Valley Chamber, Park City Chamber, Heber City, Wasatch County, Park City Municipal, and Summit County. Featuring informational presentations, breakout sessions, updates from industry leaders, regional experts, elected officials, and more, attendees will learn about key issues and opportunities facing the Wasatch Back. Heber City has been requested to consider being a sponsor of the event with a \$5,000 donation. The donation will identify Heber City as an event sponsor and will also receive numerous complimentary tickets to the event.

DISCUSSION

The program for the Summit is as follows:

7:30 - 8:30 AM: CHECK IN & BREAKFAST

8:30 - 9:15 AM: MORNING KEYNOTE SPEAKER

“The New Utah” presented by Natalie Gochnour, Kem C. Gardner Policy Institute

9:30 - 10:45 AM: BREAKOUT SESSION 1

- a) Making Sense of Economic Change
- b) Arts, Culture, and Events as Economic Catalysts
- c) New Pipelines for a Ready-to-Work Workforce

11:00 AM - 12:15 PM: BREAKOUT SESSION 2

- a) Building Resilient and Competitive Businesses
- b) Year-Round Resilience in the Resort & Outdoor Industry
- c) Four Generations, One Workplace: Bridging Differences to Build Stronger Teams

12:30 - 2:00 PM: LUNCH & KEYNOTE SPEAKER

“Olympic Inspiration and Learnings” moderated by Tom Kelly and featuring panelists who attended the Milan/Cortina Olympic Winter Games as observers, athletes, planners, and operators

2:15 - 3:30 PM: BREAKOUT SESSION 3

- a) How Regional Coordination Can Support Business & Community Success
- b) From Working Lands to Agritourism Economic Opportunity
- c) Creating a Resilient Workforce

3:30 - 5:00 PM: REGIONAL BUSINESS MIXER

FISCAL IMPACT

CONCLUSION

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue

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

Alternative 4 - Denial

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

ACCOUNTABILITY

Department: Administrative
Staff member: Matt Brower, City Manager

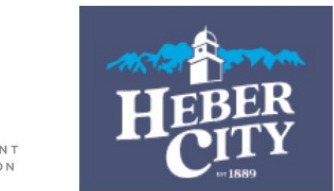
EXHIBITS

1. Wasatch Back Economic Summit

ZIONS BANK. 2026 WASATCH BACK ECONOMIC SUMMIT

Opting to Change, Building Resilience

May 11, 2026



PRESENTING

BENEFITS INCLUDE:

- Breakout Room Presenter and product placement (if applicable)
- **5 Seats**
- 20% Discounted ticket purchase price
- Logo Recognition on the following:
 - Park City and Heber Valley Chamber websites
 - Event Program and Signage
 - Social Media Promotion
- Event Marketing with Park City and Heber Valley Chamber (media editorial and sponsored content pre- and post-event as appropriate /available)

COMMUNITY

BENEFITS INCLUDE:

- **3 Seats**
- 20% Discounted ticket purchase price
- Logo Recognition on the following:
 - Park City and Heber Valley websites
 - Event Program and Signage
 - Social Media Promotion

SUPPORTING

BENEFITS INCLUDE:

- **2 Seats**
- 20% Discounted ticket purchase price
- Logo Recognition on the following:
 - Park City and Heber Valley Chamber websites
 - Social Media Promotion

FRIEND OF THE BACK

BENEFITS INCLUDE:

- **1 Seat**
- 20% Discount ticket purchase price
- Logo recognition on the following:
 - Park City and Heber Valley Chamber websites
 - Social Media Promotion



Heber City Council Staff Report

MEETING DATE: 4/7/2026

SUBJECT: Ordinance 2026-04: Amending the Height of Flagpoles in the Institutional & Public Facilities Zone

RESPONSIBLE: Jacob Roberts

DEPARTMENT: Planning

STRATEGIC RELEVANCE:

SUMMARY

Heber Light and Power is proposing to install a flagpole at the new administrative building currently under construction at 626 West 300 South and has applied for a text amendment to allow a taller flagpole than what is currently allowed. The proposed flagpole would be approximately 80 feet in height (please see attached document), while the City's code currently permits flagpoles up to a maximum height of 25 feet. This text amendment would permit flagpoles up to 80 ft in the Institutional and Public Facilities Zone (IPFZ). A public hearing was held on March 10, 2026 by the Planning Commission. The Planning Commission recommended approval as written with the addition of a requirement for the flagpole to be set back 115% the height of the pole from any residential lot line.

RECOMMENDATION

Staff recommends approval of Ordinance 2026-04, amending the height of flagpoles in the Institutional & Public Facilities Zone as written or with any conditions or adjustments as stipulated by the Council.

BACKGROUND

Staff was approached by Heber Light and Power about the possibility of installing a large flag pole at the new Heber Light and Power Admin Building located at 626 West 300 South. Staff shared that currently flag poles are only permitted to be a maximum of 25 feet tall. Staff from Heber Light and Power expressed interest in seeing this code change to allow for a taller flag pole at this location. A discussion was held with the City Council, who stated they would support a text amendment. Heber Light & Power then applied for a text amendment to allow flag poles up to 80' in the IPFZ. The Planning Commission then held a public hearing and recommended approval of Ordinance 2026-04 with the condition that flagpoles be set back 115% the height of the pole from any residential lot line.

DISCUSSION

Staff previously presented the City Council with several options to achieve the applicant's desired outcome. These options included: (1) a text amendment to modify permitted flagpole heights, (2) a

site-specific development agreement applicable only to this property, or (3) maintaining the current maximum flagpole height of 25 feet. Following discussion, Council and staff agreed that a text amendment would be the most appropriate approach, and Heber Light & Power subsequently submitted an application to initiate that process.

Under the existing code, flagpoles are limited to a maximum height of 25 feet citywide. Staff advised the Council that a text amendment would provide the most consistent and enforceable method to allow taller flagpoles within specific zoning districts. A site-specific development agreement could present long-term enforcement challenges, whereas a code amendment would establish clear, uniform standards. Staff also determined that taller flagpoles are unlikely to create significant nuisance impacts when located in appropriate zones. The proposed amendment would apply only to the IPFZ; all other zoning districts would remain subject to the existing 25-foot height limitation.

On March 10, 2026 the Planning Commission held a public hearing and passed a positive recommendation with the addition of the condition that all flagpoles in the IPFZ must be setback 115% of the height of the pole from any residential property line. This condition was borrowed from the same condition that exists for monopole in chapter 18.110 *Telecommunication Facilities* of the Municipal Code. There was no public comment received during the meeting or by email before the meeting.

This text amendment will adjust Section 18.104.030 General Standards, which is a subsection of Section 18.104 Signs.

FISCAL IMPACT

N/A

CONCLUSION

Heber Light & Power has applied for a text amendment to allow flagpoles up to 80 feet in height within the Institutional and Public Facilities Zone (IPFZ) to accommodate a proposed flagpole at the new administrative building located at 626 West 300 South. Under the current code, flagpoles are limited to a maximum height of 25 feet citywide. After reviewing the request and discussing potential options with the City Council, staff determined that a text amendment is the most appropriate and consistent approach to address the applicant's request, rather than pursuing a site-specific development agreement or maintaining the existing standard.

The proposed amendment would establish clear and enforceable standards by allowing taller flagpoles only within the IPFZ, while preserving the existing 25-foot height limit in all other zoning districts. Staff finds that taller flagpoles, when located within appropriate institutional and public facility areas, are unlikely to create significant nuisance impacts. Based on these considerations, staff supports the proposed text amendment and recommends the City Council grant the application approval.

Findings:

- Taller flagpoles will not overtly impact the General Plan.
- The Planning Commission held a public hearing on 3/10/26 and, receiving no public comment, recommended approval of Ordinance 2026-04 with the conditions listed below.

Conditions:

- Flagpole heights are capped at 80'.
- Flagpoles must be setback 115% of the pole height from any residential lot line.

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 2026-04 Amending Flagpole Heights in the Institutional & Public Facilities Zone as presented, with the findings and conditions as presented in the conclusion above.

ACCOUNTABILITY

Department: Planning
Staff member: Jacob Roberts, Planner

EXHIBITS

1. Ordinance 2026-04 Flagpole Heights Amendments
2. 2025.11.19 I HLP Admin (v28) (FLAG SET)
3. Zoning Map

ORDINANCE NO. 2026-04

AN ORDINANCE AMENDING FLAGPOLE HEIGHTS IN THE INSTITUTIONAL & PUBLIC FACILITIES ZONE, FOR HEBER CITY.

WHEREAS, the Heber City Council finds it in the public interest to permit flagpoles up to 80 feet in the Institutional and Public Facilities Zone; and

BE IT ORDAINED by the City Council of Heber City, Utah, that Heber City Municipal Code Section, 18.104.030 GENERAL STANDARDS (SIGNS) is **AMENDED** as set forth in Exhibit A, attached hereto and incorporated herein.

This Ordinance shall take effect and be in force from and after (a) its adoption, (b) a copy has been deposited in the office of the City Recorder, and (c) a short summary of it has been published in the Wasatch Wave or a complete copy has been published in the Wasatch Wave or a complete copy has been posted in three public places within Heber City but not prior to the _____ day of _____, 2026.

ADOPTED AND PASSED by the City Council of Heber City, Utah this _____ day of _____, 2026, by the following vote:

	AYE	NAY	ABSTAIN
Council Member Yvonne Barney	_____	_____	_____
Council Member Aaron Cheatwood	_____	_____	_____
Council Member Mike Johnston	_____	_____	_____
Council Member Sid Ostergaard	_____	_____	_____
Council Member Morgan Murdock	_____	_____	_____

APPROVED:

Mayor Heidi Franco

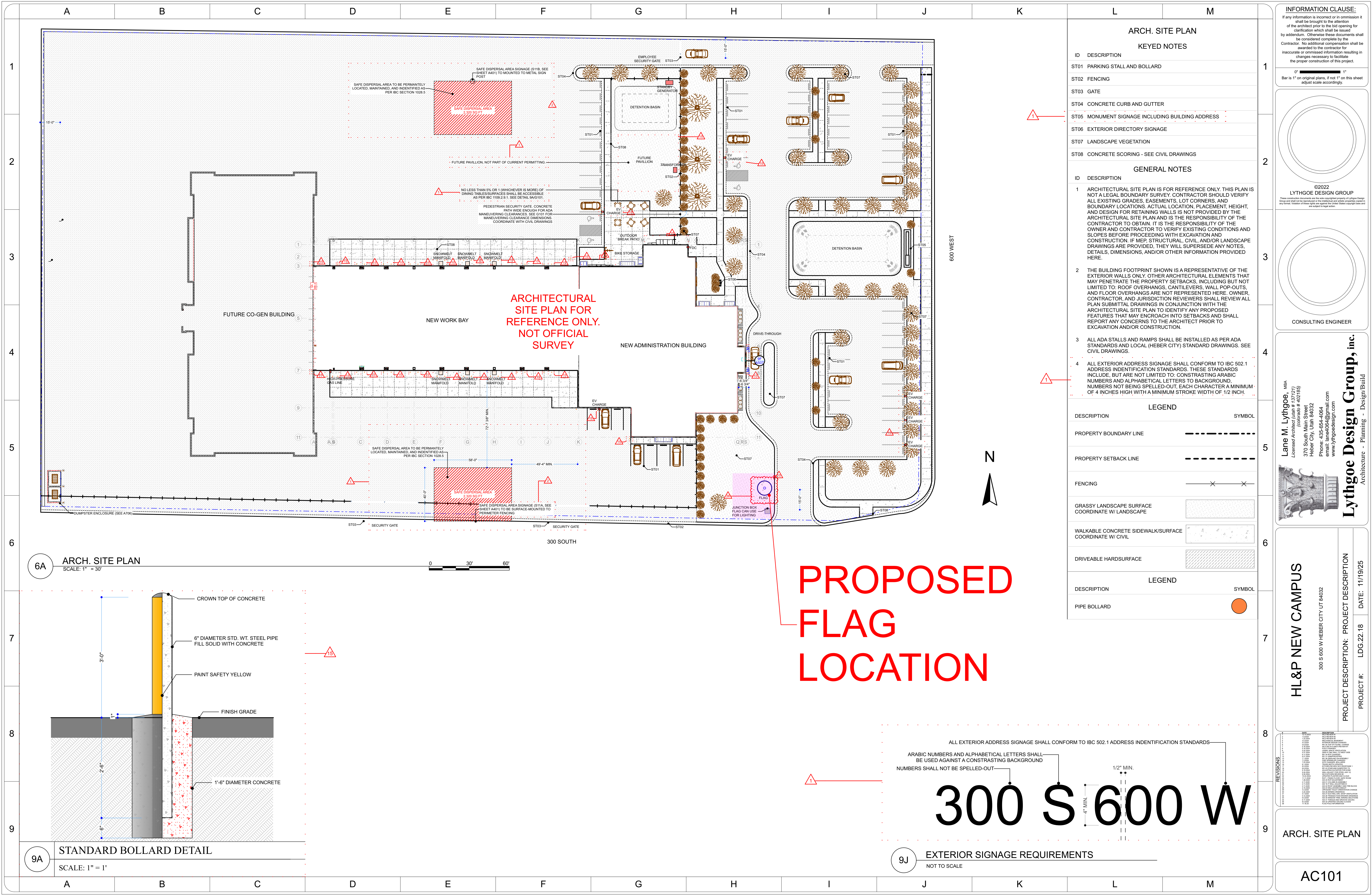
ATTEST:

RECORDER Date: _____

Exhibit A

18.104.030 General Standards

Sign Type Number	Height and Width	Amount and/or Location	Where Allowed
Flags: Flags, emblems, or insignia	No Limit. Size may not create a noise nuisance. 25 foot pole height limit max.	No Limit	All Zones Institutional & Public Facilities Zone: Max height is 80 feet. All flagpoles must be set back 115% the height of the pole from any residential lot line.



INFORMATION CLAUSE:
 If any information is incorrect or in omission it shall be brought to the attention of the architect prior to the bid opening for clarification which shall be issued by addendum. Otherwise these documents shall be considered complete by the Contractor. No additional compensation shall be awarded to the contractor for inaccurate or omitted information resulting in changes necessary to facilitate the proper construction of this project.

0" = 1" Bar is 1" on original plans, if not 1" on this sheet adjust scale accordingly.

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CONSULTING ENGINEER

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 Heber City, Utah 84032
 Phone: 435-654-4064
 email: lane@ldgdesign.com
 www.lythgoedesign.com

Lythgoe Design Group, Inc.
 Architecture - Planning - Design Build

HL&P NEW CAMPUS
 300 S 600 W HEBER CITY UT 84032

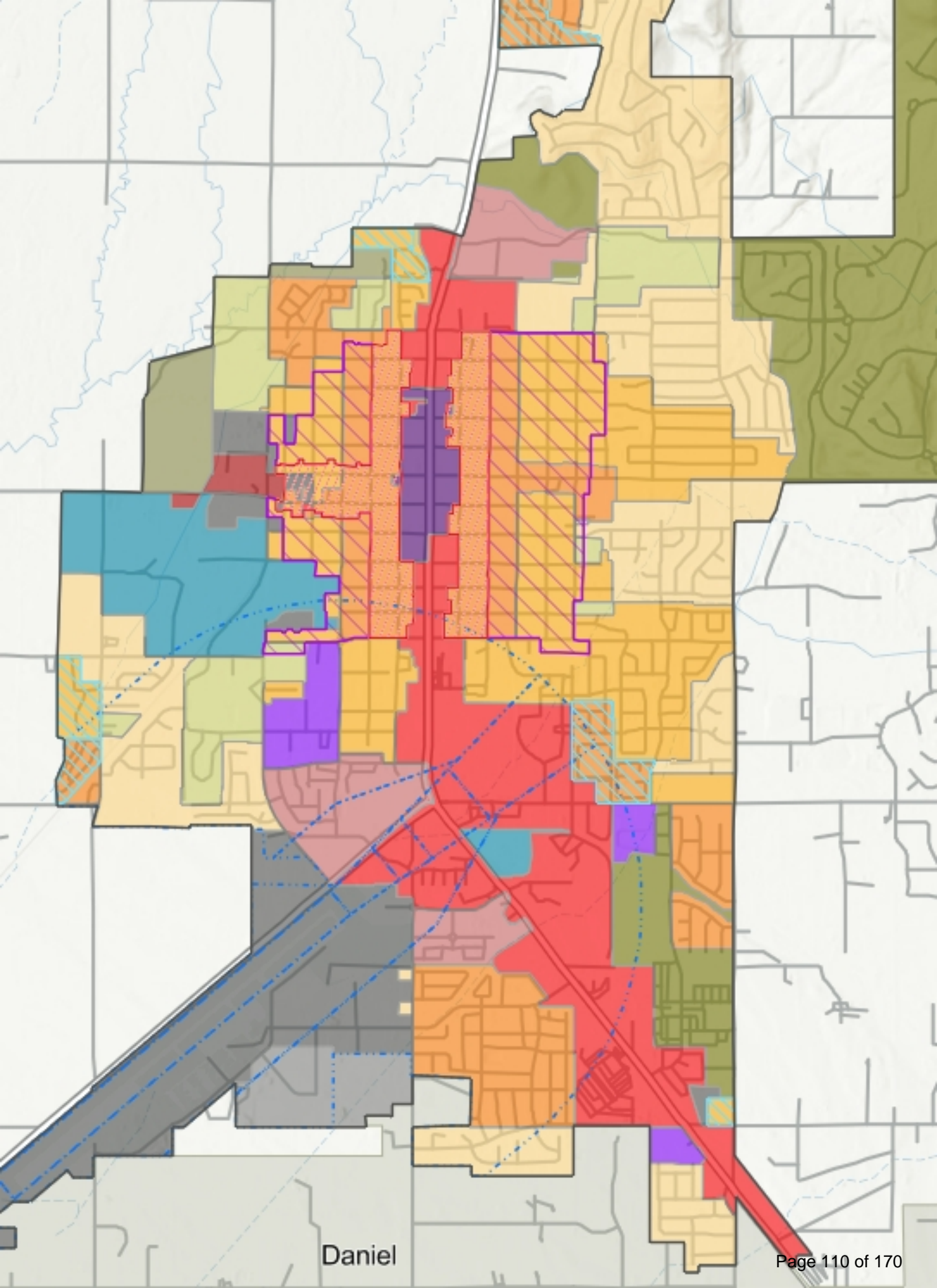
PROJECT DESCRIPTION: PROJECT DESCRIPTION
 PROJECT #: LDG.22.18 DATE: 11/19/25

REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITTING	11/19/25
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ARCH. SITE PLAN
 AC101

UPDATED ON: 11/19/25





Heber City Council Staff Report

MEETING DATE: 4/7/2026
SUBJECT: Resolution 2026-05 finding hazardous environmental conditions and restriction of fireworks within designated portions of Heber City
RESPONSIBLE: Tony Kohler
DEPARTMENT: Administrative
STRATEGIC RELEVANCE:

SUMMARY

RECOMMENDATION

BACKGROUND

DISCUSSION

FISCAL IMPACT

CONCLUSION

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue

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

Alternative 4 - Denial

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

ACCOUNTABILITY

Department: Administrative

Staff member: Tony Kohler, Community Development Director

EXHIBITS

1. Resolution 2026-05 Fireworks Restrictions

RESOLUTION NO. 2026-05

RESOLUTION FINDING HAZARDOUS ENVIRONMENTAL CONDITIONS AND RESTRICTION OF FIREWORKS WITHIN ALL/DESIGNATED PORTIONS OF HEBER CITY.

WHEREAS, Utah Code §53-7-225, prohibits the discharge of Class C common state approved explosives (fireworks) except around certain holidays including beginning on July 2 and ending on July 5, and beginning on July 22 and ending on July 25;

WHEREAS, Utah Code § 15A-5-202.5(1)(b) allows municipalities to “close a defined area to the discharge of fireworks due to a historical hazardous environmental condition” if the “historical hazardous environmental condition has existed in the defined area before July 1 of at least two of the preceding five years;”

WHEREAS, the Heber City finds that existing hazardous environmental conditions have existed within the designated Wildland Urban Interface Area before July 1 of at least two of the preceding five years;

WHEREAS, the Heber City finds that the designated Wildland Urban Interface Area, contains innumerable mountainous, brush-covered, forest covered, and dry grass-covered areas which historically and, for at least two of the preceding five years before July 1st, are in an extremely flammable condition;

WHEREAS, if existing or historical hazardous environmental conditions exist within the boundaries of the designated Wildland Urban Interface Area , Utah Code §15A-5-202.5 allows the Council to prohibit the ignition and use of fireworks while these conditions exist in the following areas: (1) mountainous, brush- covered, forest covered, or dry grass-covered areas; (2) within 200 feet of waterways, trails, canyons, washes, ravines, or similar areas; (3) wildland urban interface area, which means the line, area, or zone where structures or other human development meet or intermingle with undeveloped wildland or land being used for an agricultural purpose; or (4) a limited area outside the hazardous areas;

WHEREAS, the Council finds that the Wildland Urban Interface consists of the above listed hazardous areas and a map is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT ORDAINED BY THE Heber City Council OF, UTAH, THAT:

SECTION I: Pursuant to the provisions of Utah Code Ann. 15A-5-202.5, and based on the findings as noted above, the use of fireworks/pyrotechnics are hereby restricted in all areas of Heber City as shown in the attached map in Exhibit A.

Section II: Effective Date. This resolution shall be effective upon receipt of the attached map (Exhibit A) by Wasatch County and publication of the Resolution by the Heber City Recorder.

ADOPTED and PASSED by the City Council of Heber City, Utah this 7th day of April, 2026, by the following vote:

	AYE	NAY	ABSENT	ABSTAIN
Yvonne M. Barney	_____	_____	_____	_____
Aaron Cheatwood	_____	_____	_____	_____
Mike Johnston	_____	_____	_____	_____

Morgan Murdock

Sid Ostergaard

APPROVED:

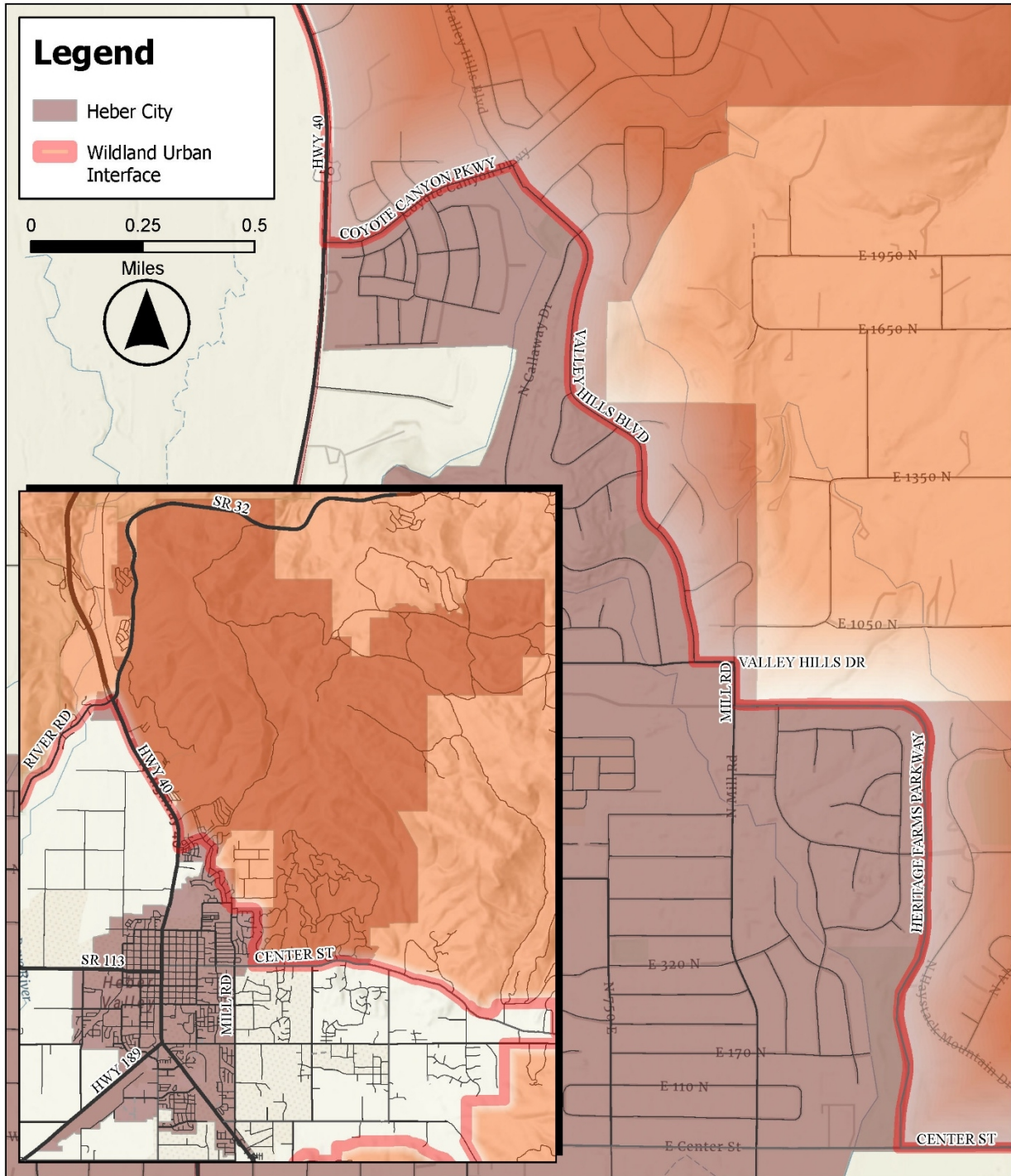
Mayor Heidi Franco

ATTEST:

Date: _____

RECORDER

Exhibit A: Map of Restricted Areas Stage 1



DISCLAIMER: The lines drawn on this map are for reference use only. Heber City makes no warranty or guarantees as to the accuracy, reliability, or usefulness of the information found on this map. Heber City assumes no liability for direct, indirect, special, or consequential damage resulting from the use or misuse of this information.

Wildland Urban Interface

Heber City, Utah
Revision Date: March 24, 2026



Heber City Council Staff Report

MEETING DATE: 4/7/2026
SUBJECT: Liquidation of Fleet Equipment
RESPONSIBLE: Preston Hicken
DEPARTMENT: Public Works
STRATEGIC RELEVANCE: Infrastructure Sustainability

SUMMARY

The intent of this staff report is to seek City Council's support for sending fleet vehicles that are at, or near, the end of their life cycles to surplus sale at auction. Under the Heber City Fleet Policy, all vehicles listed below have met the requirements for replacement.

RECOMMENDATION

It is our recommendation that we send all vehicles delineated below to auction and subsequently return the proceeds back to the appropriate funds.

BACKGROUND

The following vehicles and equipment, organized by department below, are recommended to be sold/surplussed at auction:

Exhibit #	City ID	Fleet Name	Dept.	Make	Model
1	18-09	Ford F-150 (Unmarked)	Police	Ford	F-150
2	23-05	Ford Explorer ST	Police	Ford	Explorer ST
3	23-06	Ford Explorer ST	Police	Ford	Explorer ST
4	23-07	Ford Explorer ST	Police	Ford	Explorer ST
5	23-08	Ford Explorer ST	Police	Ford	Explorer ST
6	23-09	Ford Explorer ST	Police	Ford	Explorer ST
7	23-10	Ford Explorer ST	Police	Ford	Explorer ST
8	23-14	Ford F-350 (Unmarked)	Police	Ford	F-350
9	23-21	Ford Explorer XLT	Police	Ford	Explorer XLT
10	23-22	Ford Explorer XLT	Police	Ford	Explorer XLT

These vehicles/equipment qualify for liquidation based on the criteria delineated below:

1. 18-09: This truck was an unmarked police vehicle. It is over 8 years old and, thus, eligible for liquidation, as per City criteria for aging vehicles. Further, the cost of maintenance for this vehicle has become cost-prohibitive, requiring expensive repairs that prove more costly than the vehicle's market value.
2. 23-05 through 23-10, 23-21 & 23-22: These vehicles are retired police SUVs that were on a lease program. The city has since purchased the vehicles from the leasing company. While the mileage is fairly low, the nature of police operations requires that such vehicles idle hours are high, thereby leading to more wear and tear on the SUV than on a standard vehicle. Consequently, these vehicles are candidates for liquidation, thereby allowing the city to use the revenue from their sale to purchase or lease new replacement vehicles.
3. 23-14: This vehicle was an unmarked police vehicle that was also originally part of a lease program. The city has since purchased the vehicle from the leasing company. While the mileage is fairly low, the nature of police operations requires that such vehicles idle hours are high, thereby leading to more wear and tear on the truck than on a standard vehicle. Consequently, this vehicle is a candidate for liquidation, thereby allowing the city to use the revenue from the sale to purchase or lease a new replacement vehicle.

DISCUSSION

As mentioned above, these Police Department vehicles fall under the designation of emergency response vehicles. As such, these vehicles must be extremely reliable and in top condition. One way to ensure reliability, while keeping maintenance costs down, is by rotating the vehicles out before their reliability is diminished by their age and high-usage factors.

As noted on the vehicle/equipment list, based upon our Fleet standard of not permitting repair costs to exceed the value of an asset (unless the equipment is unique in nature) it has become imperative that these vehicles be replaced in order to ensure reliable operations of the Heber City Police Department.

We do not recommend continuing to repair and maintain these aging vehicles, as they would likely require more and more repairs and maintenance in the future. Further, as the vehicles continue to age, it may become more cost-prohibitive and time-consuming to maintain them than is feasible for our Fleet team. Replacement of the vehicles is the ideal option, in accordance with our Fleet policy.

FISCAL IMPACT

It is most feasible and beneficial to the city to liquidate these vehicles due to the aforementioned reasons. Staff currently does not have an estimate of what the surplus value (aka auction value) of the assets might be at this time, but the City's Public Surplus Auction account allows our Fleet Manager to set parameters for minimum acceptable bids, thereby ensuring an acceptable market value price will be received at auction. Further, the Fleet Manager has wholesale contacts in the industry who may be able to offer lucrative, acceptable bids should these vehicles not sell at the minimum bids requested via the Public Surplus auction.

CONCLUSION

Our Fleet Manager recommends that these vehicles should be sent to public auction, and the proceeds returned to their applicable accounts.

ALTERNATIVES

The only realistic, feasible alternative to selling these vehicles would be to repurpose and continue attempting to utilize them, as needed. This alternative is not ideal, as more and more maintenance and cost would undoubtedly be required in the future to keep the vehicles operational to the extent required of first responder vehicles.

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve** liquidation of the vehicles 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** liquidation of the vehicles 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: Public Works
Staff member: Preston Hicken, Fleet Manager

EXHIBITS

None



Heber City Council Staff Report

MEETING DATE:	4/7/2026
SUBJECT:	Review City Policy Pertaining to Burial of above Ground Utilities
RESPONSIBLE:	Tony Kohler
DEPARTMENT:	Planning
STRATEGIC RELEVANCE:	Community Development

SUMMARY

Heber City Code, Section 18.117.030 C. Public Utilities, states:

- "Electric, cable/internet, natural gas and telephone lines shall be installed. These utilities shall be located underground, except when major transmission lines are on site and when other adjacent property owners would be impacted."

The requirement for burial of above-ground utilities has presented challenges to redevelopment in the core of the city, both for commercial and residential development. Policy questions for Council include:

- Should the City continue requiring all existing above-ground utilities to be buried for all site plans and subdivisions?

RECOMMENDATION

Staff recommends Council discuss the City's current policy and provide direction to Staff for potential future code amendments.

BACKGROUND

Council began this conversation a couple of years ago during the adoption of the Central Heber Overlay Zone (CHOZ). At that time, there was discussion about the challenges requiring curb, gutter and sidewalk and burial of existing above-ground utilities. Much of the core of town is already developed, and burying any existing above-ground utilities in this area with new development/redevelopment will result in a patch-work of above/underground utilities. If the City truly wants to have all utility lines buried, the City should find a way to financially participate in utility burials. Otherwise, in the 30–50 years, there will still remain a patchwork of above/below-ground utilities, as existing development will not be burying utilities along with new development/redevelopment.

One issue that arises with existing above-ground utility burial is fairness. When one parcel is required

to bury existing power lines, there are services that extend to other property owners that need to be buried or accommodated. There is not a fair mechanism in place to deal with these costs, and often, these surrounding property owners don't want to have their properties changed (their existing utilities buried). Additionally, power poles are often not located on the new development/redevelopment property, and the developer must pursue the burial of utility lines along other property owner's street frontage. Is it fair to have new development bear all those costs? Is it fair to force an adjoining property owner to have their existing utility lines buried by the developer? If the City is really intent on having all above-ground utilities buried, there should be financial resources allocated each year that the City can offer to assist in burying along a complete block, rather than just along one parcel.

Another issue that arises with each development/redevelopment is the large cost to bury existing utility lines. The planned 600 South 100 West development, for example, has significant costs to bury existing above-ground utility lines. These costs tend to dampen redevelopment efforts by property owners in the area. The CHOZ was adopted to provide property owners new infill options that would assist in affordability for them. The council did not require a curb, gutter and sidewalk in this area partially for this reason.

As a reminder, Council opted not to bury power lines along 100 West with future sidewalk, curb and gutter installation along that street. If power isn't buried there, where there will continue to be significant redevelopment, increasing tourism and economic development, should the city be pursuing burial of power along other lessor streets, such as 600 South or 300 West, for example?

DISCUSSION

Staff suggests Council think "Big Picture" and discuss what makes sense in the long-term for above-ground utilities in the core of Heber City. Council might consider looking at above-ground utility burial along specific important corridors, rather than just a blanket requirement across the core of town. Staff would recommend, regardless of the outcome of this discussion, that powerlines/utilities be buried along the C Street Corridor and that Heber City be a financial partner in that effort.

The particular policy in question is a land use policy, that will require the Planning Commission to review, hold a public hearing and make a recommendation to Council prior to adoption by Council. If Council does opt for changing this policy, the next step is to refer it to the Planning Commission.

FISCAL IMPACT

Above-ground utility burial requirements can be costly to property owners, developers, Heber City and Heber Light & Power. What City Policy can result in the appropriate balance between community aesthetics and cost?

CONCLUSION

N/A

ALTERNATIVES

N/A

POTENTIAL MOTIONS

N/A

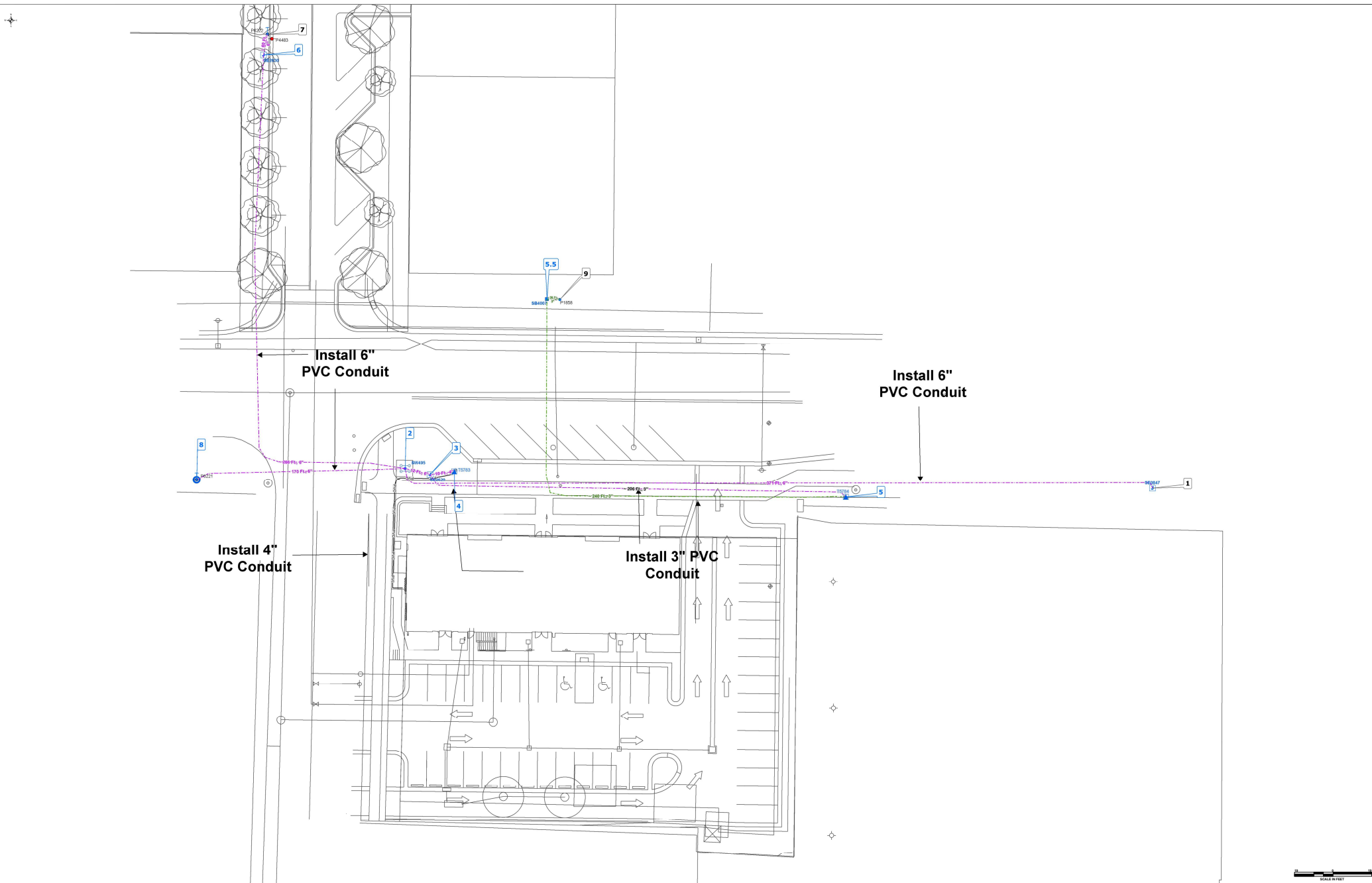
ACCOUNTABILITY


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

EXHIBITS

1. e6edc1f0-6f1c-4b8f-9dfc-698d959a0032
2. C05_ OVERALL UTILITY PLAN MARKED UP
3. Staking Sheet 38024
4. Deposit 38024
5. PPE Heber Boreshot For Osborne Electric





	<p>Job Title: THE LOFTS ON 6TH</p>	<p>Stalled Date: 08/12/2023</p> <p>Engineer Info:</p>	<p>County: Wiscash</p> <p>Tax District:</p>	<p>Scale: 1/227</p> <p>Map No.:</p>
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31 South 100 West
Heber City, Utah 84032

ORDER: 5251

Order Date: 01/13/2026
Terms: NET

THE LOFTS ON 6TH
85 W 600 S
HEBER CITY UT 84032

Account: 82658

Page 1 of 1

Description: Deposit for line extension to The Lofts on 6th WO38024

CATALOG ITEM	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
DEPOSIT	HLP Material Estimate of materials to be used by HLP for the line extension.	1.000	EA	155,432.3300	155,432.33	

MESSAGES

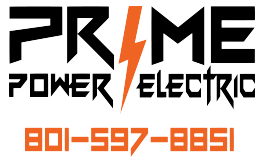
A deposit of \$155,432.33 is due before ordering material. Total estimate (including deposit) is \$189,331.99.

Upon completion of conduit installation, inspection by an HLP employee, and delivery of all material, an updated invoice will be issued. THE UPDATED INVOICE WILL INCLUDE LABOR AND ADJUSTED MATERIAL AMOUNT SINCE INITIAL DEPOSIT.

Once payment of the final invoice is received, your job will be placed in the installation queue.

TOTAL DEPOSIT DUE:

\$ 155,432.33



Prime Power & Electric Inc.
1960 Milestone Dr, Unit A
Salt Lake City, UT
84104, US
(801) 597-8851

Prepared By:
Nick Hogan
(801) 597-2145
nhogan@primepowerco.com

Project: **100 West 600 South HLP Bore Shots**

Scope of Work

Included (+)

1. Core Drill/Pothole For Existing Marked Utilities
2. Directional Drill 1-6" HDPE Conduit From The N.W. Corner Of The Empty Lot West Across 100 West Approximately 100' To A Future Power Pole Location
3. Directional Drill 1-6" HDPE Conduit From The N.W. Corner Of The Empty Lot West Across 100 West Approximately 70' To The N.E. Corner Of 600S & 100W
4. Directional Drill 1-6" HDPE Conduit From The N.E. Corner Of 600S & 100W North Approximately 200' To The Existing Power Pole
5. Directional Drill 1-3" HDPE From The Middle Of The Empty Lot North Across 600S To The Existing Power Pole
6. Provide/Install Squeegee Backfill In Potholes
7. Glue Existing Cores Back In Place At Each Pothole Location
8. Minor Traffic Control At Road Crossings (No TC Plans Included In Bid)

Excluded (-)

1. Bore Pits/Excavation Work
2. Permit Fees
3. After Hours/Overtime
4. Asphalt/Concrete Repair
5. Landscape Repair
6. Repair Of Unmarked Utilities
7. Surveying
8. Stub Ups At Pad Location

Excluded (-)

- 9. HLP Equipment/Fees

- 10. 90's/Pole Risers (Price Listed Under "Alternate" Below)

- 11. Right Of Way Permits/Fees

- 12. Bonding Fees

- 13. Any UDOT Requirements

Notes

Alternate price below includes digging down to approximately 6', provide/install 90's, provide/install 10' of rigid conduit, provide/install 2 stand offs/straps per pole location, sand backfill per HLP specs and backfill/compact to existing grade at 3 locations (2-6" and 1-3")

Summary

Subtotal \$67,995.00

Subtotal \$67,995.00

Alternates

Install 90's/10' Pole Risers \$15,000.00

Total **\$15,000.00**

\$82,995.00

Accepted By

Date

.....

.....



Heber City Council Staff Report

MEETING DATE: 4/7/2026

SUBJECT: Ordinance 2026-05: Repeal of 18.122 Fee Schedule and to amend 18.52.040 Area, Width, Height, and Setback Requirements to adopt Residential Rear Yard Setback Exemptions

RESPONSIBLE: Jamie Baron

DEPARTMENT: Planning

STRATEGIC RELEVANCE: Community and Economic Development

SUMMARY

The proposed is to repeal Section 18.122, which conflicts with the Consolidated Fee Schedule, and Amend 18.52.040 to permit a portion of a home or structure to extend into the setback of residential lots within the R-1, R-2, and R-3 zones.

RECOMMENDATION

Planning Commission forwarded a positive recommendation of the change with the Findings in the conclusion of the staff report.

BACKGROUND

The City Council, after receiving comments from residents, requested staff to bring forward a text amendment that would allow for a portion of a home or covered deck to be able to extend into the rear setback. Currently, the code does not allow any portion of the home, covered deck or patio, or decks that require a guard rail to enter the setback.

Additionally, Section 18.122 Fee Schedule is an outdated section that is not currently being used. This is to be repealed to prevent any potential contradictions with the adopted consolidated fee schedule.

The Planning Commission held a public hearing on March 10, 2026, and made a change to the draft text to reduce the 10' encroachment to 5' and the limit it to a single story.

DISCUSSION

Set Back Exemptions

The following is the proposed code:

Rear Setback Exceptions. A portion of the house, including covered and uncovered decks, may extend up to 5 feet beyond the rear setback line with the following requirements:

1. Height of the extension beyond the setback does not exceed one story.
2. Total area of the extension and any accessory buildings does not cover more than twenty-five percent of the rear yard.
3. The length of the house extending beyond the setback may not be more than 50% of the overall length of the house.
4. Required separation from any accessory buildings is maintained.

FISCAL IMPACT

CONCLUSION

The proposed is to repeal Section 18.122, which conflicts with the Consolidated Fee Schedule, and Amend 18.52.040 to permit a portion of a home or structure to extend into the setback of residential lots within the R-1, R-2, and R-3 zones. Staff is recommending a positive recommendation with the following findings:

Findings

1. The proposed text amendment is consistent with the General Plan.
2. The Planning Commission held a public hearing on March 10, 2026.
3. The Planning Commission forwarded a positive recommendation on March 10, 2026.

ALTERNATIVES

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

POTENTIAL MOTIONS

Approval - Staff Recommended Option

I move to **approve Ordinance 2026-05** 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 2026-05 Fee Schedule and Rear Setback Exemptions

2. 18.122 Fee Schedule Repealed
3. PC Recommended - 18.52.040 Rear Setback Exemptions

ORDINANCE NO. 2026-05

AN ORDINANCE REPEALING 18.122 FEE SCHEDULE AND AMENDING 18.52.040 AREA, WIDTH, HEIGHT, AND SETBACK REQUIREMENTS TO ADOPT RESIDENTIAL REAR YARD SETBACK EXEMPTIONS.

WHEREAS, Section 18.122 is out of date and conflicts with the adopted Consolidated Fee Schedule.

WHEREAS, The City Council desires to provide flexibility to single family home owners for future additions and decks.

BE IT ORDAINED by the City Council of Heber City, Utah, that Section 18.122 Fee Schedule is REPEALED and Section 18.52.040 Area, Width, Height, and Setback Requirements is AMENDED, as described in Exhibit A.

This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL this _____ day of _____ 2026.

	AYE	NAY	ABSENT	ABSTAIN
Yvonne Barney	_____	_____	_____	_____
Aaron Cheatwood	_____	_____	_____	_____
Michael Johnston	_____	_____	_____	_____
Sid Ostergaard	_____	_____	_____	_____
Morgan Murdock	_____	_____	_____	_____

APPROVED:

Mayor Heidi Franco

ATTEST:

RECORDER Date: _____

Exhibit A

18.122 Fee Schedule Repealed

~~18.122.010 Fees And Charges Fixed By Resolution~~

~~18.122.020 Applications, Etc~~

~~18.122.030 Separability Clause~~

~~18.122.010 Fees And Charges Fixed By Resolution~~

~~Fees and charges to be imposed in connection with applications, services, etc., described or called for within Title 18 shall be established and amended by resolution of the Heber City Council.~~

~~18.122.020 Applications, Etc~~

~~The following fees are hereby established to defray the costs of the processing, reviewing, inspection, etc., until amended by resolution:~~

Application for Zone Change	\$500.00
Application for Duplex and Multiple Family Housing Units Approval:	
 First three units	\$50.00
Each Additional Unit	\$25.00
 Application for Board of Adjustment Hearing	\$75.00
 Application for Conditional Use or Special Exception Approval	\$75.00
 Application to Create a New Zone	\$1,000.00
 Application for Certificate of Zoning Compliance	\$25.00
Other Application or Petitions permitted under Title 18	\$100.00

~~18.122.030 Separability Clause~~

~~The above itemized fees shall take precedence over any other sections of Title 18 in conflict therewith but are not exclusive in nature. All remaining fees required within any of the sections of Title 18 will remain in full force and effect.~~

18.52.040 Area, Width, Height, And Setback Requirements

Height to be measured as per Supplementary Regulations Chapter, 18.68

LOT STANDARDS TABLE

ZONE	MIN. LOT AREA	WIDTH & DEPTH	SETBACKS	ACCESSORY BUILDING	HEIGHT
R-1	10,000 square feet*	100'	Front: 30' from ROW, except that alfresco porches may encroach 10' into the setback Side: 10'/30' side setback for a corner lot Rear: 30' From other main buildings: 12'	As regulated by Section 18.68.060	40' max. main bldg. Min 12'
R-2	8,000 square feet*	80'	Front: 30' from ROW, except that alfresco porches may encroach 10' into the setback Side: 14' total with no side less than 6'/20' side setback for a corner lot Rear: 25'/ 20' for corner lots From other main buildings: 12'	As regulated by Section 18.68.060	40' max. main bldg. Min 12'
R-3	6,500 square feet*	100'	Front: 30' from ROW, except that alfresco porches may encroach 10' into the setback Side: 10' total with no side less than 4'/ 20' for a corner lot Rear: 20'/ 20' for corner lots From other main buildings: 12'	As regulated by Section 18.68.060	40' max. main bldg. Min 12'

Rear Setback Exceptions. A portion of the house, including covered and uncovered decks, may extend up to 5 feet beyond the rear setback line with the following requirements:

1. Height of the extension beyond the setback does not exceed one story.
2. Total area of the extension and any accessory buildings does not cover more than twenty-five percent of the rear yard.
3. The length of the house extending beyond the setback may not be more than 50% of the overall length of the house.
4. Required separation from any accessory buildings is maintained.

***Additional Provision.** Corner lots in single family zones shall be 10% larger than the minimum lot size required by the zone.



Heber City Council Staff Report

MEETING DATE:	4/7/2026
SUBJECT:	Authorization to 1) Utilize a ModTruss System to Create a Backdrop-wall for the Main Stage and 2) Purchase the System
RESPONSIBLE:	Matt Brower
DEPARTMENT:	Administrative
STRATEGIC RELEVANCE:	Community Vitality

SUMMARY

The Main Stage, a key feature of the Phase I park improvements, opened in June 2025 and hosted a full schedule of summer concerts. While several backdrop designs—ranging from tracking walls to LED panels—were initially considered, project delays prevented a final selection. The City has since learned about ModTruss supported backdrops. This solution is not only cost-effective and functional but also easily adaptable to future technology. Staff is hoping to have the backdrop system installed prior to the summer market concert series. If ordered by April 9, the system can be installed prior to the commencement of the summer concert system.

RECOMMENDATION

Staff recommends approval of the ModTruss backdrop solution for the Main Stage and to authorize staff to execute and agreement to fabricate and install the system from the company that submits the lowest quote to fabricate and install the backdrop.

BACKGROUND

A backdrop has always been a core component of the Main Stage's design, and the existing truss system was specifically engineered to support its weight. Although project delays excluded it from the initial construction phase, a backdrop remains essential. It serves as a visual anchor for event branding and themes while effectively partitioning the south and north-facing stages. Furthermore, it provides necessary concealment for backstage areas, lighting rigs, and technical equipment.

DISCUSSION

A ModTruss beam (specifically ModTruss®) is a versatile, modular, and reusable aluminum structural building component used to construct, support, and create performance stages, theatrical scenery, and rigging systems. Often described as a "heavy-duty Erector Set" for the entertainment industry, it is designed for rapid assembly with minimal tools to replace traditional welded truss or custom, one-off construction.

Unlike a traditional beam solution, a ModTruss beam is lighter, cheaper and can be installed and

taken down. It can also be adapted for the installation of a future tracking wall. Attached are a few images of the ModTruss and similar banner solutions.

Staff has acquired a quote from a qualified company in Utah to fabricate and install the ModTruss beam and 2026 backdrop. The total cost for the proposed backdrop-wall can be found in the attached document and in the financial section of the staff report below.

FISCAL IMPACT

A summary of the cost is as follows:

New Structural Support Design: \$4,296.00

Support Anchor Install: \$12,449.00

Option 1: New Truss Beam and 2026 Backdrop: \$24,540.00

Total Cost from SCENIC Solutions: \$41,285.00

Other costs related to the project include engineering design review by Canyons Structures, which is the engineering firm used in the Main Stage project. This cost is expected to be less than \$5,000.00. An additional cost relates to branded backdrops for Heber Market on Main and other summer concert events that will use the Main Stage.

Funding for the backdrop would be from tap tax, which has a current estimated fund balance for FY '27 of \$500,000. This request was not approved in the FY'26 budget and may need a budget amendment prior to fiscal year-end.

Per the city's procurement policy, the city is required to acquire three (3) quotes for items under \$50k. With Council approval, staff intends to award the contract to the firm which submits the lowest quote.

CONCLUSION

Numerous backdrop solutions were considered for the Main Stage. The ModTruss system is unique in its applicability, low cost, and adaptability. If ordered prior to April 9, 2026, the ModTruss can be installed prior to the commencement of Heber Marker on Main summer '26 season. Staff is seeking approval from the council to move forward with the Mod Truss system based on the lowest of three quotes received from qualified vendors and installers.

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: Matt Brower, City Manager

EXHIBITS

1. Heber City Band Shell Scenic Solutions Proposal 03 30 26 rev 3
2. Scenic 1
3. Scenic 2
4. Scenic 3
5. Scenic 4



3/25/2026

Trina Cooke
 Heber City
tcooke@Heberut.gov
 435-657-7886

Job Name/Description **Heber City Main Street Park Band Shell**

Item	Scope of Work	Price
BASE COSTS		
1	<p>CAD: Structural Support NEW STRUCTURAL SUPPORT DESIGN Bid for the design and engineering of a new support beam in the band stand. ModTruss or steel beam that anchors to the left and right mid-stage locations with center supports as needed. Includes CAD drawings and plans for engineering review.</p> <p><i>SCHEDULE: This work can be completed by mid-April.</i></p>	\$ 4,296.00
2	<p>Support Anchor Install Production and install of attachments on the existing structure and install of the truss. Structural steel that will be welded onsite to the existing beams and finished to match. Onsite welding will be required. Install of points in the concrete slab for anchoring the scenic. Includes 6-8 floor pocket anchor points.</p>	\$ 12,449.00
OPTION 1: TRUSS SOLUTION--RECOMMENDED		
3	<p>Design/Build/Install: HANGING BACKDROP NEW TRUSS BEAM AND 2026 DROP Bid to design/engineer/build/install a truss solution for the backdrop. Purchase of the truss, powdercoat to the venue color. Adding cable lines for the center truss support.</p> <p>Printing of a removable drop that is 30' x 10', mesh banner vinyl.</p> <p><i>SCHEDULE: May 15th deadline We will need approval by April 9th for this solution.</i></p> <p><i>We recommend installing this solution as the permanent solution. ModTruss solution can be rated for permanent install and will offer more versatility and usability for future use.</i></p>	\$ 24,540.00
OPTION 2: BEAM SOLUTION		
4	<p>Build/Install: Structural Support NEW STRUCTURAL STEEL SUPPORT BUILD AND INSTALL Cost to fabricate, powder-coat, deliver, and install a new mid-stage beam. Beam will be a 10 77 steel beam that anchors to the left and right mid-stage locations with center supports as needed. Powder coat to match the other pieces within the space. Delivery and install in the space. Includes rental lifts for install. <i>Install of the anchor points on the existing beams and the anchor points in the floor are bid in the scope of the hanging backdrop.</i></p> <p><i>SCHEDULE: We are estimating 6 months for the production and install of this option.</i></p> <p><i>We do not recommend this solution.</i></p>	\$ 30,760.00
OPTIONAL ROLL BACKDROP		

5	Design/Build/Install: Roll Backdrop	<p>NEW ROLL-DROP SYSTEM (motorized) Bid for a 30' wide x 10' tall motorized heavy roll drum. Includes design, purchase, and install. System can mount to the truss or the permanent beam. Includes wiring, and key-switch for operation. Roll drum will mount to the truss or permanent beam. Roll drop can anchor to the stage anchors bid previously as needed.</p> <p>SCHEDULE: We are estimating 6 months for the production and install of this option.</p>	\$ 42,650.00
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OPTIONAL TRACKING BARNDOORS

6	Design/Build/Install: Barn Doors	<p>NEW TRACKED BARNDOOR UNITS (manual - folding storage to side stage walls) Bid to design, fabricate and install barndoor pieces. Includes the purchase of track that can mount to either the truss or steel beam. Fabrication of six (6) doors from a composite material and internal aluminum frame. Doors will run along the track and anchor to the stage. Includes install of folding storage area plan.</p> <p>SCHEDULE: We are estimating 6 months for the production and install of this option.</p> <p><i>We can separate this cost between the barn fabrication, track and carriers, and install. Alternatively the doors can be built from a standard lumber to save costs.</i></p>	\$ 73,100.00
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Due to ongoing tariff uncertainties and potential changes in material or shipping costs, the final pricing is subject to change with current market material costs.

TERMS AND CONDITIONS

All numbers are pre-tax; if tax must be applied it will be in addition to the above total unless otherwise called out in the Scope of Project. Terms: 50% down payment is due with signed submittal documents, Additions 40% at time of shipping, Final 10% are due upon completion of the project. Any change orders will be invoiced separately. Any reductions to the original project will be credited on the original invoice. Methods of payment are check, VISA, AMEX, or MC. CREDIT CARD ORDERS ARE ASSESSED A 4% SERVICE FEE.

Rental elements that are modified, damaged, broken, lost, or stolen will be the responsibility of the customer to repair or replace. Any item returned in any condition other than its original form will be billed to the client.

All local labor is estimated at expected need. The final cost is subject to the actual labor hours used and will be billed separately.

Any items not expressly listed above are not bid. Please review the above for accuracy; any changes will need to be estimated accordingly and may result in additional charges.

Any changes to the signed contract may be subject to a \$250 Change Order Service Fee. The Service Fee is the minimum charge for and change to scope of work.

Engineering services are not included unless otherwise called out in the Scope of Project. Engineering services include, but are not limited to, approval drawings, as-built drawings, 3rd party structural reviews and detailed mathematical calculations.

All prices are valid for 4 weeks from the date of this quote.

Production requires a minimum of six (6) weeks for delivery after our receipt of signed submittal documents and deposit payment, unless otherwise called out in the Scope of Project.

All art work required to complete the project must be provided by the customer in an acceptable format by a mutually agreed upon date unless otherwise called out in the Scope of Project.

All drawings (drawn or digital), ground plans, detailed elevations, paint elevations, and other materials needed to complete the job must be provided to the shop by a mutually agreed upon date.

If the customer fails to meet these mutually agreed deadlines for drawings and artwork, then the job will be unable to be completed in either the time frame specified or the dollar amount quoted. Scenic Solutions Inc, will not be held responsible for any delays or cost over runs as a result of this delay.

Unit pricing given is based on purchase of this entire package at one time from Scenic Solutions, Inc. If the package changes, unit pricing may also change.

The payment schedule, outlined above, must be adhered to. If the customer fails to adhere to the payment schedule, Scenic Solutions will be forced to stop the job until payment is received. If stopping the job means additional costs to complete the job in the same previously agreed upon fabrication schedule, then the customer will be responsible for those additional costs.

In the event any balance is not paid as agreed, the undersigned agrees to pay a collection fee not to exceed 40% of the unpaid balance, as allowed by Utah Code Annotated, sec. 12-1-11. In the event a lawsuit is brought to collect the unpaid balance, the undersigned further agrees to pay all other costs of collection, court costs and reasonable attorney fees, in addition to, the collection fee.

In the case of a cancellation, the deposit will be retained or you will be invoiced based on a percentage of build completion, whichever is greater.

Client agrees not to hire or solicit the employment of a Scenic Solutions employee without prior written authorization, regardless of the employment being full-time, part-time or work for hire. This includes but is not limited to 1099 personnel, interns, independent contractors, or any person who was employed by Scenic Solutions for six (6) months prior to, during the term of, and for a period of two (2) years after Client's project with Scenic Solutions. Client acknowledges that by hiring a Scenic Solutions employee without prior written authorization, client may be liable for damages that include but are not limited to lost income, profitability, training expenses and other damages to Scenic Solutions.

The warranty period for physical goods and parts purchased is for 180 days from the delivery date.

Client shall defend, indemnify and hold harmless Scenic Solutions Inc and each of its officers, directors, agents, employees and assigns from and against any and all claims, demands, losses, suits, actions of any kind and nature, including attorney fees, arising directly or indirectly from or out of any negligent act or omission by client, its subsidiaries and related companies, their officers, directors, agents, employees and assigns arising out of or relevant to the materials, rental equipment, and/or labor supplied pursuant to this agreement. The provisions of this paragraph shall survive the expiration of sooner termination of this agreement.

In the case that product is returned to Scenic Solutions, Inc. after the strike of a project, you will be charged a per day storage fee. You have 14 days to determine if the product will be stored, shipped or disposed of. If permanent storage is requested, a storage rental fee will be assessed per month based on the square footage used. Shipping or disposal fees will be assessed based on individual costs and are the responsibility of the client.

APPROVED:

_____	_____
By Client	By Scenic Solutions
_____	_____
Printed Name	Printed Name
_____	_____
Date	Date











Heber City Council Staff Report

MEETING DATE: 4/7/2026

SUBJECT: Request for TAP Tax Funding for Bronze Plaque and Park Sign for the Private Kay Pete Murdock Jones Park

RESPONSIBLE: POSTT

DEPARTMENT: Administrative

STRATEGIC RELEVANCE:

SUMMARY

In conjunction with America 250, Mayor Franco, supported by members of the POSTT committee, wish to fabricate a bronze plaque in honor of Lance Corporal Blaine A. Welch, a resident of Heber, who was Killed in Action while serving in South Vietnam. Additionally, the group wishes to fabricate a sign or have a large rock engraved with the formal name of Murdock park. The FY '26 Tap Tax budget did not include these projects. The request is for Council consent to allocate funds from the Tap Tax to fund to these two projects.

RECOMMENDATION

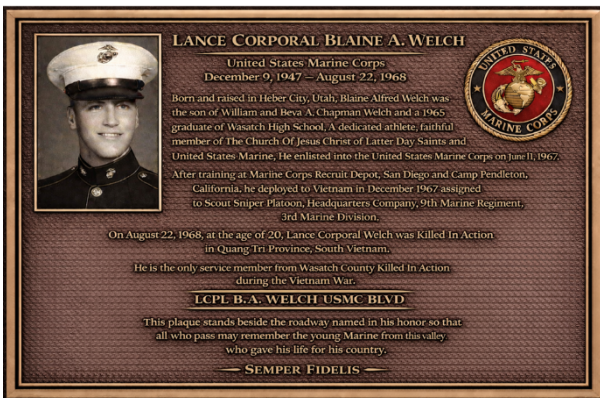
Consider the request to allocate Tap Tax funds to fabricate a bronze plaque and a park sign for Murdock Park.

BACKGROUND

DISCUSSION

It's proposed to have fabricated a bronze plaque in honor of Lance Corporal Blaine A. Welch. This plaque will likely be installed somewhere along 100 North between Highway 40 and 100 West. This is consistent with the honorary naming of 100 N. as Corporal Baline A. Welch Street, which was approved by council in 2019. The sign will take approximately 4 to 6 weeks to fabricate and cost approximately \$3.50/ square inch. Exact dimensions of the plaque will be needed in order to receive a formal quote.

The second request is to fabricate a sign or rock engraving for the Private Kay Pete Murdock Jones Park. This park is a 4 acre neighborhood park located in the Wheeler Park-Daniels Gate neighborhood on 400 East, South of East Airport Road. The intent of the sign is to increase the name recognition of the park and honor the service of Private Kay Pete Murdock Jones. Work is still being done on the cost and design of the signs and/or the rock engraving.



The Tap Tax projects included in the FY'27 budget are:

- 1) Pump Track: \$10,000
- 2) Main Park Design: \$250,000
- 3) Vista Park Shade Structure: \$20,000
- 4) Plaza Holiday Lighting: \$50,000
- 5) Trail Maintenance set-a-side: \$150,000
- 6) Art Grant Cycle: \$60,000
- 7) Muirfield Park Expansion \$300,000
- 8) CAMS Summer Programming \$8,000—recent request approved by City Council.
- 9) HLA outlay: \$20,000--recent request approved by City Council.

New outlay requests of Tap Tax funds should be approved by the Council.

FISCAL IMPACT

The request is for Council to allocate up to \$25,000.00 for the bronze plaque and park sign/engraving. Its not expected that costs for the two projects would exceed the requested allocation. A budget amendment to the Tap Tax fund may be necessary, taking place prior to year-end.

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: Administrative
Staff member:

EXHIBITS

1. Tap Tax

TAP Tax FY '26 Programmed Projects

TAP Tax Projected Expenditures FY '26	
Outlay	Budget
Pump Track	\$ 10,000.00
Main Park Design	\$ 250,000.00
Vista Park Shade Structure	\$ 20,000.00
Plaza Holiday Lighting	\$ 50,000.00
Trail Maintenance Set-a-side^	\$ 150,000.00
26 Art Grant Cycle	\$ 60,000.00
Muirfield Park Expansion	\$ 300,000.00
Total:	\$ 840,000.00
^Includes \$65,100 for WTF	



TAP Tax FY '23		
Fiscal Year	Category	Amount
Revenues		
23 Actual	Tap Tax Revenue	\$ 147,582.33
	Total	\$ 147,582.33
Expenditures		
23 Actual	H2O Feature	\$ 162,885.30
23 Actual	HVRR Trail	\$ 82,499.85
23 Actual	Vista Park	\$ 18,902.57
	Total:	\$ 264,287.72
	Difference	\$ (116,705.39)

TAP Tax FY '24		
Fiscal Year	Category	Amount
Revenues		
24 Actual	Tap Tax Revenue	\$ 529,544.19
	Total	\$ 529,544.19
Expenditures		
24 Actual	R-a-B Art	\$ 54,000.00
24 Actual	Art Grant	\$ 16,545.91
	Total:	\$ 70,545.91
	Difference	\$ 458,998.28

TAP Tax FY '25		
Fiscal Year	Category	Amount
Revenues		
25 Projected	TAP Tax Revenue	\$ 610,000.00
	Total	\$ 610,000.00
Expenditures		
25 Actual	HVRR Trail	\$ 49,007.75
25 Actual	Wasatch Vista	\$ 73,140.85
25 Actual	Murals	\$ 10,600.00
25 Projected	Historic Signs	\$ 22,500.00
25 Projected	Art Grant	\$ 87,454.09
25 Projected	Trail Maint.	\$ 150,000.00
25 Projected	Main Stage	\$ 300,000.00
25 Projected	R-a-B Art	\$ 36,000.00
	Total:	\$ 728,702.69
	Difference	\$ (118,702.69)





Heber City Council Staff Report

MEETING DATE: 4/7/2026
SUBJECT: Establish Dates for FY '27 Budget Workshops
RESPONSIBLE: Sara Nagel, Matt Brower
DEPARTMENT: Administrative
STRATEGIC RELEVANCE: Necessary Administrative Item

SUMMARY

Staff requests that the City Council schedule three budget workshops as part of the FY 2027 budget development process. Staff recommends three separate workshops, each scheduled for approximately two hours, to allow adequate time for policy discussion, operating and personnel review, and capital planning.

The proposed workshop topics are:

Workshop 1: Budget Overview and Budget Policies

- Court consolidation / City property realignment
- Transportation Utility Tax
- Targeted tax relief
- Outsourcing
- 4th class city benchmarking

Workshop 2: Operating and Personnel Budgets

Workshop 3: Capital Budgets

RECOMMENDATION

The budget workshops should be scheduled sometime in the last week in April and first couple of weeks in May.

BACKGROUND

DISCUSSION

The annual budget process relies on dedicated workshop time with the City Council before and/or after tentative budget adoption. Separate workshops provide an opportunity for staff to organize information in a clear and manageable way and allow the Council to give direction on major policy and funding questions.

The first workshop is proposed as a broader budget overview and policy discussion. In addition to reviewing the overall budget framework, Staff would like Council direction on several policy items that may affect the FY 2027 budget and future financial planning, including court consolidation in conjunction with possible City property realignment, the possible addition of a transportation utility tax, targeted tax relief for Heber City residents, City's use of outsourcing professional services, and 4th class city benchmarking.

The second workshop would focus on the operating and personnel budget. This workshop would allow Council to review ongoing service levels, departmental operating requests, staffing needs, and personnel-related costs.

The third workshop would focus on the capital budget, including proposed capital projects, equipment needs, infrastructure priorities, and funding sources.

Staff is requesting two hours for each workshop to provide enough time for presentation, Council discussion, and direction.

FISCAL IMPACT

CONCLUSION

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue

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

Alternative 4 - Denial

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

ACCOUNTABILITY

Department: Administrative
Staff member: Sara Nagel, Finance Manager
Matt Brower, City Manager

EXHIBITS

None



Heber City Council Staff Report

MEETING DATE: 4/7/2026
SUBJECT: Consider Renewal of City Manager Employment Agreement
RESPONSIBLE: Jeremy Cook, Sid Ostergaard, Aaron Cheatwood
DEPARTMENT: Administrative
STRATEGIC RELEVANCE:

SUMMARY

Matt Brower has been City Manager for almost eight years. His current contract expires on April 18, 2026. In accordance with Heber City Code 2.14.030, the term of the City Manager contract may not exceed three (3) years, and Mr. Brower is proposing to extend his contract on the same terms for an additional three years.

The proposed agreement includes numerous standard provisions such as compensation, health care benefits, car allowance and retirement. The proposed agreement also includes detailed provisions related to the process and basis for termination for cause and when Mr. Brower would be entitled to a severance, which language was negotiated as part of Mr. Brower's last contract renewal.

In accordance with Heber City Code 2.14.020, the Mayor may vote in the appointment of the City Manager.

RECOMMENDATION

The decision on the City Manager contract is exclusively with the Mayor and Council, so staff has no formal recommendation.

BACKGROUND

DISCUSSION

FISCAL IMPACT

Mr. Brower is proposing to renew his contract on the same terms as his existing contract, so there is no additional fiscal impact.

CONCLUSION

The Mayor and City Council may approve the proposed Employment Agreement, modify the proposed Employment Agreement, or deny the proposed Employment Agreement. If the City denied the proposed Employment Agreement without cause, Mr. Brower would be entitled to a severance payment equal to nine months of his current salary.

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. 2026 Emp Agreement Renewal
2. 2026 City Manager Dashboard

EMPLOYMENT AGREEMENT

THIS AGREEMENT of employment ("Agreement") is made and entered into as of [REDACTED], 2026 (the "Effective Date") by and between **Heber City**, a Utah municipal corporation, (hereinafter called "Employer") and **Matthew Brower**, (hereinafter called "Employee") each as signed below and collectively referred to as the Parties. This Agreement shall supersede and replace all prior agreements between the Parties.

Commented [A1]: Blank dates highlighted in yellow will need to be updated...

Section 1: Term and Renewal

This Agreement shall remain in full force and effect until [REDACTED], 2029 (three years from the Effective Date) unless terminated by Employer or Employee as provided in Section 9, 10, or 12 of this Agreement. Conditions precedent to this Agreement becoming effective are i) approval of the Agreement by the Heber City Council; and ii) execution of the Agreement by the mayor of Heber City. If Employer provides notice of its intent not to renew prior to [REDACTED], 2028, Employee shall not be entitled to any severance. Employee shall be entitled to a lump sum severance payment equal to nine (9) months of salary, at the Employee's then current rate of pay and benefits if (1) Employer does not provide notice of its intent not to renew prior to [REDACTED], 2028; (2) Employee is willing and able to enter into a new three year employment agreement with Employer on substantially the same terms and conditions as this Agreement; and (3) Employer refuses to enter into a new three year employment agreement with Employer on substantially the same terms and conditions as this Agreement.

Section 2: Duties and Authority

Employer agrees to employ Employee as City Manager to perform the functions and duties specified in City of Heber, Utah, City Code and related employee policies and procedures and to perform other legally permissible and proper duties and functions, as directed by the governing body.

Section 3: Compensation

- A. Base Salary: Employer agrees to pay Employee his current base salary of \$214,338.14, in installments at the same time that the other management employees of the Employer are paid.
- B. Employee shall have an annual review performed by the governing body. Based on the annual performance evaluation by the governing body, consideration shall be given for a merit-based compensation increase up to the merit-based increase available to all other employees.
- C. Employer agrees that Employee will receive the same cost of living adjustment to annual salary, if any, granted to other employees of the Employer.

Commented [A2]: Current annual salary

Section 4: Health, Disability and Life Insurance Benefits

- A. Employer agrees to provide to Employee and any dependents the same health, hospitalization, surgical, vision, dental, and medical insurance upon the same terms provided to all other employees of Heber City.
- B. Employer shall provide term life insurance upon the same terms provided to all other employees of Heber City. The Employee shall name the beneficiary of the life insurance policies.

Section 5: Vacation and Sick Leave

- A. The Employer agrees to provide Employee with the same sick leave, long-term disability, and other leave benefits upon the same terms provided to all other employees of Heber City.
- B. In the event this Agreement is terminated without cause, as outlined in section 9, the Employee shall be compensated for all accrued vacation time and sick leave; otherwise, the Employee shall be compensated for all accrued vacation time and sick leave as per the Heber City Employee Policy Manual that is in place at the time of termination.

Section 6: Automobile- Monthly Vehicle Allowance

The Employer agrees to pay to the Employee \$800.00 per month as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The Employer shall reimburse the Employee at half the IRS standard mileage rate for any business use of the vehicle outside of the greater Heber City area. For purposes of this Section 6, the greater Heber City area is defined as travel to locations within 50 miles (one way) of city hall. The City Council may increase the monthly vehicle allowance in conjunction with a compensation review under Section 3 without amending this Agreement.

Section 7: Retirement

- A. The Employer agrees to enroll the Employee into the Utah State Retirement System and to make all the appropriate Employer contributions for the Employer share up to the amount required by the Utah State Retirement System.
- B. If the Employee elects to opt out of the Utah State Retirement System, the Employer will provide direct payment into an ICMA retirement account in the amount equal to the contribution described in Section 7(A).

Section 8: General Business Expenses

- A. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.
- B. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the meetings and training conferences of the Utah City Management Association and the Utah League of Cities and Towns, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.
- C. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.

D. Employer recognizes that certain expenses of a non-personal but job related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses. Such expenses may include meals where Employer business is being discussed or conducted and participation in social events of various organizations when representing the Employer. Such expenditures are subject to annual budget constraints as well as state and Employer ethics and purchasing policies, subject to governing body review.

E. Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations.

F. Employer shall provide Employee with a cellular telephone.

Section 9: Termination Without Cause

A. Termination of Employee without cause shall occur when:

1. The parties mutually agree to terminate this Agreement, which will not result in the receipt of severance in accordance with Section 11 below.
2. For reasons other than those described in Section 10, the majority of the governing body votes to terminate the Agreement at a duly authorized public meeting, which will result in the receipt of severance in accordance with Section 11 below.
3. If the Employer, citizens or legislature acts to amend any provisions of the enabling legislation pertaining to the role, powers, duties, authority, and responsibilities of the Employee's position that substantially changes the form of government, the Employee may elect to declare that such amendments constitute a termination without cause, allowing for his resignation and receipt of severance in accordance with Section 11 below.
4. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee in a greater percentage than the average reduction of all department heads, the Employee may elect to declare that such action constitutes a termination without cause, allowing for his resignation and receipt of severance in accordance with Section 11 below.
5. Employer fails to cure a material breach of any of the provisions of this Agreement after having been provided with written notice of such in accordance with the provisions of Section 19, allowing for his resignation and receipt of severance in accordance with Section 11 below.
6. If Employee dies while employed by the City under this Agreement, Employee's beneficiaries of those entitled to his estate shall be entitled to his earned salary, and any in-lieu payments for accrued benefits, including compensation for the value of all accrued vacation and sick leave, consistent with the City's Personnel Policy.

Section 10: Termination for Cause

A. If the Employee either resigns in lieu of termination or this Agreement is terminated because of: i) conduct which, if criminally convicted, would be a Class B misdemeanor or higher; ii) conduct which is a violation of the Utah Municipal Officers and Employees Ethics Act, or; iii) conduct of gross mismanagement and/or acts of moral turpitude, the Employee is not entitled to receive severance pay under Section 11.

B. Employee may be terminated for cause only after the following process is followed:

1. Written allegations are adopted by the governing body in consultation with the City Attorney, in executive/closed session of (1) conduct which, if criminally convicted would be a Class B misdemeanor or higher; (2) conduct which is a violation of the Utah Municipal Officers and Employees Ethics Act; (3) conduct of gross mismanagement (as defined in Utah Code Ann. § 67-21-2 (2023)); or (4) acts of moral turpitude that are established by a plea of finding of fault. For purposes of this Agreement, acts of moral turpitude means:

- (a) theft;
- (b) tax evasion;
- (c) issuing bad checks;
- (d) deceptive business practices;
- (e) perjury;
- (f) extortion;
- (g) falsifying government records;
- (h) receiving stolen property;
- (i) sex offenses;
- (j) driving under the influence and alcohol related reckless driving;
- (k) assault; and
- (l) domestic violence offenses.

2. The written allegations shall be specific as to the type of conduct being charged and the dates and times of the alleged acts with all available physical evidence. The allegations should be submitted promptly to the governing body for review.

3. The written allegations shall be provided to Employee who shall be given an opportunity to respond within 10 days in writing to the allegations and provide a verbal defense in executive/closed session before the governing body considers course of action. Paid leave may be considered by the governing body pending a criminal investigation.

C. If the Employer conducts an independent investigation, and Employee is ultimately found to have not engaged in conduct that warrants termination for cause under subsection 10(A), Employer shall pay Employee's reasonable attorney fees and costs, if any.

Commented [A3]: Misspelling...

Section 11: Severance

Severance shall be paid to the Employee when employment is terminated without cause as defined in Section 9. If the Employee is terminated as described in Section 9, the Employee shall be entitled to an initial lump sum severance payment equal to nine (9) months' salary, at the Employee's then current rate of pay, and benefits within 30 days of separation, or as otherwise negotiated.

Section 12: Resignation

If the Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of 45 days' notice unless the parties agree otherwise.

Section 13: Confidentiality

Upon termination or resignation, the Employee shall not disclose or use trade secrets, proprietary city information, or confidential information obtained during this or as a result of this employment relationship.

Section 14: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employer and Employee shall establish an appropriate work schedule.

Section 15: Outside Activities

The employment provided for by this Agreement shall be the Employee's primary employment.

Section 16: Indemnification

Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved malfeasance, gross negligence, recklessness, intentional, criminal or unethical conduct. The Employee may request and the Employer shall not unreasonably refuse to provide legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim arising out of or in connection with the performance of his duties as long as said claim is not the result of Employee's malfeasance, gross negligence, recklessness, intentional, criminal or unethical conduct. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer.

Section 17: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 18: Other Terms and Conditions of Employment

The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Heber Code or any other law. Any such amendments to this Agreement shall be in writing and approved by the city council.

Section 19: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) EMPLOYER: Heber City Mayor
Heber City Corp
75 N. Main Street
Heber City, Utah 84032
- (2) EMPLOYEE: Matthew J. Brower
1230 N. Valley Hills Blvd
Heber, UT 84032

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 20: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into this Agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest. This Agreement is personal in nature and shall not be assigned by the parties

C. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

D. No Third-Party Beneficiary Interests. Nothing contained in this Agreement is intended to benefit any person or entity other than the Employee and the City; and no representation or warranty is intended for the benefit of, or to be relied upon by, any person or entity which is not a party to this Agreement.

E. Waivers. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, whether or not similar, nor will any waiver be a continuing waiver. No waiver will be binding unless executed in writing by the Party making the waiver. Either Party may waive any provision of this Agreement intended for its benefit; provided, however, such waiver will in no way excuse the other Party from the performance of any of its other obligations under this Agreement.

F. Construction. This Agreement will be interpreted and construed according to the laws of the State of Utah. Any litigation brought for claims that arise out of this Agreement shall be commenced in the Fourth District Court located in Wasatch County, Utah. This Agreement shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against either Party. Both Parties have participated in the drafting of this Agreement and it shall not be construed against either Party because of authorship. The headings of this Agreement are for purposes of reference only and will not limit or define the meaning of any provision of this Agreement.

CITY OF HEBER

Attest:

Heidi Franco, Mayor

Trina Cooke, City Recorder

Matthew Brower

2026 City Manager Evaluation Dashboard Review

Building A Remarkable Community

- √ Shared Vision: Establish council's annual Policy & Budget Priorities; Envision Heber 2050; Envision Central Heber; Plaza Design, Programming & Management Plan.
- √ Strong, Trustworthy, and Transparent Administration—Weekly meeting with the Mayor and ongoing communications and meetings with governing body members; monthly Inside Heber newsletter; regular email correspondences; consistent, prompt responsiveness to inquiries and requests.
- √ Culture of Service and Connection: Expanded and improved Old Fashion Christmas; Created and implemented Halloween Feast, Red, White and Blue Festival, Heber Leadership Academy, employee safety carnival, All-Hands employee training & professional development, and improved the quality and public attendance at Heber Marker on Main. Additionally, I'm visible and approachable at nearly all city and community events.

Assisting Council with Its Policy Making Role

- √ Bi-monthly Inside Heber Newsletter.
- √ Regular issues driven updates.
- √ Staff reports for over 150 agenda items in 2025.
- √ Regular email correspondences.
- √ Annual budget built around council priorities.
- √ Annual council strategic retreat.
- √ Executing around Council's Policy and Budget priorities.
- √ Fiscal year audit with no findings.

Internal Administration

- √ Organizational alignment—hiring for character, development of emerging leaders, strategic advancement, mentor program.
- √ Annual All Hands Conference.
- √ Bi-monthly senior leadership (LEAD) meetings.
- √ Bi-monthly 1:1 meetings with direct reports.
- √ Established strong executive team.
- √ City-wide budget consisting of 27 funds, balanced, and submitted on time.
- √ Oversaw largest infrastructure investment in City's history, nearly \$80M invested over past four years.
- √ Worked with departments to facilitate rapid growth demands while maintaining day-to-day operations.

External Relations

- √ ULCT Legislative Policy Committee (LPC) Member.
- √ Red, White & Blue Festival board member.
- √ Heber Valley Rotary Member and Board Member.
- √ Wasatch County Economic Opportunity Advisory Board Member.
- √ Community Alliance of Mainstreet (CAMS) Board Member.
- √ International City Council Manager Association (ICMA) Member.
- √ Utah City Manager Association (UCMA).
- √ Strong, collaborative working relationships with leadership across Wasatch Back, including Wasatch County, Midway, Charleston, Hideout, Summit County, and Park City.
- √ Hold monthly lunch meetings with Wasatch County Manager and Wasatch County School District Superintendent.
- √ Strong relations with ALL local and Federal delegation members or staff.
- √ Effective relationship with Wasatch County Tourism and Economic Development Office.



Heber City Council Staff Report

MEETING DATE: 4/7/2026
SUBJECT: Ordinance 2026-06: Prohibiting Virtual Currency Kiosks
RESPONSIBLE: Parker Sever
DEPARTMENT: Police Department
STRATEGIC RELEVANCE:

SUMMARY

This is a proposed ordinance to ban virtual currency kiosks in Heber City due to their fraudulent use.

RECOMMENDATION

City Council approve Ordinance 2026-06 (Virtual Currency Kiosks), which ban these machines in the City of Heber.

BACKGROUND

Virtual Currency Kiosks, commonly referred to as Cryptocurrency ATMs, have become increasingly common across the country, and Heber City now has its first such machine.

While these machines can be used for legitimate cryptocurrency transactions, the same transactions can be completed more securely and with significantly lower fees through personal computers or mobile devices. In practice, these kiosks have become a frequent tool used in financial fraud schemes.

These machines typically charge excessive transaction fees ranging from 20% to 40%, while operating with minimal oversight or regulatory control. As a result, they have become a preferred method for criminals to quickly obtain funds from victims through scams and fraudulent activity. It is estimated that a substantial majority of transactions associated with these machines are tied to fraud.

The location currently hosting the machine in Heber City has already experienced suspicious and concerning activity and has made efforts to warn individuals attempting to use it.

Other jurisdictions have begun taking action. Indiana has banned these machines statewide, and Layton City has become the first municipality in Utah to initiate a local ban. The proposed ordinance for Heber City is based on Layton City's approach. In addition, the State of Utah is actively working on broader regulations related to these machines.

It is important to note that this ordinance does not prohibit or restrict the personal use of cryptocurrency. Rather, it is intended to address and eliminate a significant local source of fraud that disproportionately impacts vulnerable members of our community, particularly the elderly.

Common scams involving cryptocurrency kiosks include:

- Impersonation of law enforcement or government officials
- Investment scams
- Romance scams
- Business email compromise fraud
- Tech support scams
- Sextortion schemes

In many of these cases, victims are instructed to deposit funds into a cryptocurrency kiosk because the transaction is difficult to reverse and can be transferred rapidly to a suspect.

Given the extraordinary transaction fees, the limited legitimate public need, and the clear connection to fraudulent activity, these machines present a significant public safety and consumer protection concern. Their continued presence in the community creates an unnecessary avenue for criminals to exploit residents.

For these reasons, the proposed ordinance is intended to proactively protect the residents of Heber City from a growing and increasingly harmful form of financial crime.

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. Ordinance 2026-06 Virtual Kiosk - 4936-3768-6173 - 1

ORDINANCE NO. 2026-06

AN ORDINANCE OF HEBER CITY, UTAH, ADDING ORDINANCE 3.30 VIRTUAL CURRENCY KIOSKS TO THE HEBER CITY MUNICIPAL CODE.

WHEREAS, The Heber City Police Department has determined that over 80% of all transactions at a virtual currency kiosk are related to fraud or criminal activity, including, but not limited to, elder abuse, drug transactions, fake kidnapping and ransom threats, cyber and computer attacks, illegal gambling, tax evasion and pornography; and

WHEREAS, the City of Heber desires to protect its citizens from fraudulent or criminal activity that is endemic in the proliferation of virtual currency kiosks; and

WHEREAS, this ordinance will make it unlawful to host, allow, operate, permit, locate or place a virtual currency kiosk within the City of Heber.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF HEBER CITY, UTAH, that the Virtual Currency Kiosk Ordinance as shown in the attached Exhibit A and made effective upon passage and publication as required by law.

PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL this _____ day of _____ 2026.

	AYE	NAY
Council Member Yvonne Barney	_____	_____
Council Member Aaron Cheatwood	_____	_____
Council Member Michael Johnston	_____	_____
Council Member Morgan Murdock	_____	_____
Council Member Sid Ostergaard	_____	_____

APPROVED:

Mayor Heidi Franco

ATTEST:

RECORDER Date: _____

EXHIBIT “A

VIRTUAL CURRENCY KIOSKS

3.30 Virtual Currency Kiosks

3.30.010 Purpose

3.30.020 Definitions

3.30.030 Prohibition

3.30.040 Penalties

3.30.050 Severability

3.30.010 Purpose

The purpose of this chapter is:

- A. To protect the Heber City Residents and visitors from fraudulent and criminal activity.
- B. To protect the community from excessive fees associated with Virtual Currency Kiosks.
- C. To protect the Community from the proliferation of Virtual Currency Kiosks.

3.30.020 Definitions

The following words and terms, when used in this Section, shall have the following meaning:

- A. “Virtual Currency” means a digital representation of value that is used as a medium of exchange, a unit of account, or a store of value, but does not have legal tender status as recognized by the United States Government. Virtual Currency include all forms of cryptocurrency such as Bitcoin and Ethereum.
- B. “Virtual Currency Kiosk” means an electronic terminal or any other similar automated device, located in places of business, or areas generally accessible to the public, which acts as a mechanical agent of the Virtual Currency Kiosk Operator, enabling the exchange of Virtual Currency for money, bank credit, or other virtual currency. The term "Virtual Currency Kiosk" shall not include personal technology such as a personal computer, tablet, mobile device, or digital wallet used by an individual for personal, non-commercial purchase, sale, or storage of virtual currency or digital assets or point-of-sale terminals used by a merchant for the sole purpose of accepting virtual currency as payment for legal goods or services offered by the merchant.
- C. “Virtual Currency Kiosk Operator” means a person or entity that:

- a. Knowingly permits the use or installation of a virtual currency kiosk on property owned, leased or controlled by the person or entity;
- b. Operates a Virtual Currency Kiosk within the corporate limits of Heber City;
or
- c. Owns a Virtual Currency Kiosk that is either located or operated within the corporate limits of Heber City.

3.30.030 Prohibition

It shall be unlawful for any person or entity to host, allow, operate, permit, locate or place a Virtual Currency Kiosk within the corporate limits of Heber City. A violation of this Section shall constitute a class “B” misdemeanor.

All Virtual Currency Kiosks existing in the City as of the Effective Date of this Ordinance must be removed within 60 days after the Effective Date

3.30.040 Penalties

The violation of any provisions of this Chapter, including those provisions of State Law adopted herein shall be a Class B Misdemeanor, punishable by a fine not exceeding one thousand dollars (\$1,000.00) or a jail term of up to six (6) months, or by both fine and imprisonment.

3.30.050 Severability

If any section, subsection, sentence, clause, or phrase of this amendment is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declaration shall not affect the validity of the remainder of this amendment.