

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

April 21, 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 - 4:00 p.m.

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

II. WORK MEETING - 5:15 P.M.

1. Volker senior housing at 1500 South Highway 40 (Lauren Schevets, Tony Kohler, Community Development Director) - *15 min*
2. Finch Creek Townhomes MDA Amendment (Tony Kohler, Community Development Director) - *15 min*

III. BREAK - 10 MIN

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

1. Call to Order
2. Pledge of Allegiance (Aaron Cheatwood, Council Member)
3. Prayer/Thought by Invitation (Mike Johnston, Council Member)

V. AWARDS, RECOGNITION, and PROCLAMATIONS:

1. Mayor's Award Presentation to Airport Manager Travis Biggs
2. Mayor's Award for Debbie Carlin
3. Proclamation of National Day of Prayer: May 7, 2026

VI. CONFLICT OF INTEREST DISCLOSURE:

VII. CONSENT AGENDA:

1. April 14, 2026, Special City Council Meeting Minutes (Trina Cooke, City Recorder)
2. Ratification of CAMS Agreement (Jeremy Cook, City Attorney)
3. Contract Award to JL Concrete for construction of the West 300 South Trail Project (Russ Funk, City Engineer)

4. Mayor's Nominations to the Historic Preservation Commission and the Airport Advisory Board (AAB) (Heidi Franco, Mayor)

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

IX. GENERAL BUSINESS ITEMS:

1. Wasatch County Health Department Annual Report (Jonelle Fitzgerald) - *10 min*

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

1. Acceptance of Riverhawk Road Annexation Petition, Located approximately at 1000 West SR 113 (100 S) (Jamie Baron, Planning Manager) - *10 min*
2. Recommendation from the Airport Advisory Committee to establish a committee to review and propose changes to the Heber City Airport Advisory Board Bylaws (Matt Brower, City Manager) - *20 min*
3. Resolution 2026-01 AI Policy (Lainee Meyers, Executive Assistant to the City Manager) - *10 min*
4. Discussion on Public Works Salt Shed Failure & Path Forward (Russ Funk, City Engineer, Matthew Kennard, Public Works Director) – *10 min*

XI. COMMUNICATION:

XII. ADJOURNMENT:

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

Posted on April 16, 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: 4/21/2026
SUBJECT: Volker senior housing at 1500 South Highway 40
RESPONSIBLE: Lauren Schevets, Tony Kohler
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

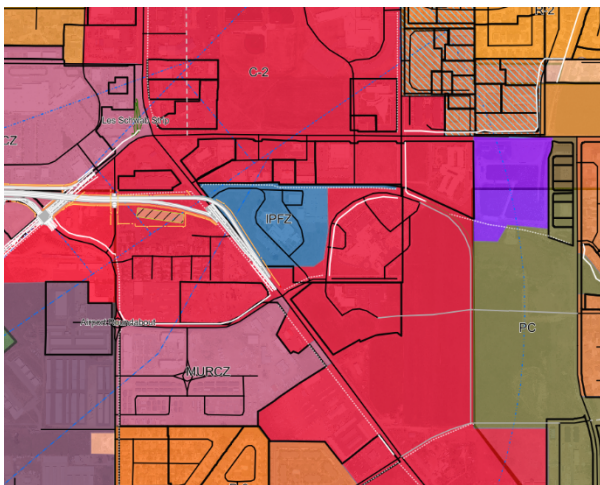
Lauren Schevets with Volker, is presenting their concept for senior housing at 1500 South Highway 40. Details on the proposed development are shown in the attached presentation. No motion is necessary for the presentation. Ms. Schevets is looking to see if there is generally support from the City for a potential financial partnership with the City (details yet to be determined), and for the City to issue a non-binding letter of support for Volker's application for tax credits in the coming month.

RECOMMENDATION

Staff recommends Council review the proposed development with Volker and provide direction to staff to issue a letter of non-binding support for the development.

BACKGROUND

Mixed-use buildings are conditional uses in the C-2 Commercial Zone, with Main Street facing ground floor required to be non-residential. Next steps for Volker include submitting a conditional-use application to the Planning Commission for the site.



DISCUSSION

N/A

FISCAL IMPACT

None

CONCLUSION

N/A

ALTERNATIVES

N/A

POTENTIAL MOTIONS

N/A

ACCOUNTABILITY

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

EXHIBITS

1. City Council Worksession

Housing for Older Adults
237 E Heber Parkway
Heber City, UT

Heber City - City Council Worksession
April 21, 2026

Völker

Housing Developer

Playing a pivotal role in addressing the pressing need for accessible and low-cost housing options within communities, we are dedicated to the development of high-quality workforce housing. We work closely with local governments, non-profit organizations, and financial institutions, to implement innovative strategies that promote inclusivity and stability in housing markets.



Project Overview

- Proposed **50-unit senior housing community** for older adults (62+)
 - 25 one-bedroom homes
 - 25 two-bedroom homes
- Affordable to individuals and couples earning between 20% to 80% of the Area Median Income, aged 62 and older.
- Located to provide **convenient access to services, amenities, and the broader community**
- **Thoughtfully-designed community**
 - Designed to support **independent living** in a safe, well-managed environment
 - All units will feature fully equipped kitchens, air conditioning, access to resident storage, and on-site laundry
 - Community amenities will include indoor and outdoor gathering spaces, community gardens, a fitness area, on-site property management offices.
 - The building will be energy efficient and constructed to meet EnergyStar Certification.

Community Goals

- Support Aging in Place
- Expand Attainable Housing Options
- Open Housing Opportunities for the Local Workforce
- Respect Community Character
- Minimize Community Impacts

Market Context: Rapid Regional Growth

Wasatch County

Wasatch County is One of Utah's Fastest-Growing Counties

- Population grew **53.3% (2000–2010)**, reaching 23,642 residents
- Population grew another **56% (2010–2023)** (~4.4% annual growth)
- Growth remains strong: **+5.2% from 2020–2023**
- Projected continued growth of **~2.2%–2.5% annually through 2030–2033**
- Population projected to increase from **38,663 (2024) to 47,368 (2033)**
- Employment growth supports demand: **+17.2% jobs (2019–2024)**

Housing Market Pressure & Tight Conditions

Wasatch County

Rapid Price Growth + Limited Supply

- Median home prices increased sharply:
 - \$841,800 → \$996,500 (Q1 2024-Q1 2025) | +18.4%
 - Single-family homes: \$985,500 → \$1,037,200 (+5.2%)
- High-cost market environment limits downsizing and entry options
- Average rental occupancy currently is approximately 95% (very tight market conditions)

Renter Market Is Structurally Constrained

- ~20% of households are currently renters
 - It is expected; however, that renter households will account for 35% of household growth between 2025 and 2028.
- Estimated renter demand:
 - 2,736 renter households in 2025
 - Growing to 3,621 by 2028 (includes unmet demand)
 - ~884 new units needed (2025-2028)
- Market expected to remain very tight (<2% vacancy conditions)

Senior Housing Demand Gap

Wasatch County

Demographic & Structural Mismatch

- Higher-than-average senior population (65+) relative to state
- Median age is **higher than Utah average**
- Average household size is **smaller than state average**
- Strong indication of an **aging-in-place population base**

Senior Housing Challenge

- Seniors face a structural gap:
 - Too expensive to remain in or downsize within market-rate housing
 - Limited dedicated senior / independent living options locally
- High home values (\$800K-\$1M+) make “downsizing locally” difficult
- Tight rental market (~95% occupancy) limits alternative options

Site Map



Site - 237 E. Heber Pkwy



Neighborhood Map



Site - 237 E. Heber Pkwy

Within 1 mile of site

- Healthcare - Heber Valley Hospital, 0.3 miles
- Groceries -
 - Natural Grocers, 0.6 miles
 - Lee's, 0.7 miles
- General Retail/Pharmacy - Walmart, 0.8 miles
- Wasatch County Senior Center & Library - 0.9 miles
- Wasatch Community Foundation - 0.5 miles
- Transportation - High Valley Transit Stop, 0.3 miles



Conceptual Site Plan



- 50 apartment homes
- 1 & 2 Bedroom units
- 100 parking spaces
- Proposed Amenities:
 - On-site leasing
 - On-site Fitness
 - Community gathering areas
 - EnergyStar
 - Raised Community Gardens
 - On-site laundry



Who will live here?

This community will serve individuals and couples earning between 20% to 80% of the Area Median Income, aged 62 and older.

- Rent is Restricted Based on Approximately 30% of an Individual/Family's Income, and Based on Number of Bedrooms Desired
- Residents undergo background checks
- Residents will sign 1-year leases



Project Example – Blossom Commons in Westminster, Colorado



- 50-unit Senior Community
- 100% Affordable (30-70% AMI)
- Currently Under Construction
- Mixed-Use Building
- Partnership with City



Investment in Heber City

- 50 new, high-quality and energy efficient homes for older adults
- Approximately \$22MM total project investment in the Heber City community
- This development will bring economic activity to the local community - both during construction and ongoing
 - Construction Jobs
 - Preference for local subcontractor firms, if qualified
 - Long-term Property Management and Maintenance Jobs
 - Partnership with existing social service providers in the Heber City/Wasatch County community

Project Considerations and Challenges

- Competitive Financing Environment
- Layered Financing Requirements
- Rising Costs (Development and Operations)
- Site & Infrastructure Coordination
- Community Alignment
- Regulatory Process & Timing

Local Partnerships and Community Integration

We are exploring partnerships that can help ensure the long-term success, affordability, and community integration of the project, including:

- **Mountainlands Community Housing Trust**
- **Wasatch County Housing Authority**
- **Heber Valley Senior Center**
- **Additional Local Partners (Welcome Input)**

Request for Support

To help ensure the feasibility and timely delivery of this senior housing community, we respectfully request consideration of the following forms of City support:

- **Zoning / Entitlement Support**
- **Financial Support**
- **Non-Binding Letter of Support for Utah Housing Corp (UHC) Application**
- **Additional Partnership Opportunities**

Thank you!

Lauren Schevets
Völker

Managing Director of Development

l.shevets@volker.co

720-308-8253



Heber City Council Staff Report

MEETING DATE: 4/21/2026
SUBJECT: Finch Creek Townhomes MDA Amendment
RESPONSIBLE: Tony Kohler
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

The Finch Creek Development has revised their plans in response to the need for accommodating the City's revised Transportation Plan, as well as trying to distinguish their townhome product from other developments in the area, provide more open space, provide driveways that contain more parking stalls, and provide an area for dry utilities along their streets. The petitioner has filed a formal MDA amendment application with the Planning Commission and is presenting their concept to Council to see for feedback.

RECOMMENDATION

Staff recommends Council provide feedback on the development concept so the developer and Planning Commission can incorporate these comments into the design.

BACKGROUND

Finch Creek was annexed in 2022 with the North Village Annexation. The City approved an MDA with Finch Creek that included 69.72 ERUs, with townhomes and some commercial space. Since being annexed, the City modified its transportation plans to address new circulation involved with the future bypass. Finch Creek originally would have been located at a major intersection corner along Highway 40, but now UDOT and the City have modified plans to move the major intersection further away from River Road and Highway 40 intersection. Additionally, the street layout has been modified to make circulation work better by easing the sharpness of the curvature of streets. With the corner no longer being a major intersection, the developer is looking to potentially eliminate or limit commercial. The revised plan also adds a bigger setback between the highway and the homes.

As Finch Creek has progressed, the site plan needed to be modified to accommodate utility easements along their streets. The added benefit of this is there are now driveways that will contain parking stalls in front of the garages.

Finch Creek has modified some of their product to emulate Mansion Style homes to differentiate their housing product, provide more open space and decrease the perceived height and density within their development. The development contains 69.72 ERUs as originally approved.

DISCUSSION

The developer will return to Council after Planning Commission review, so Council will have more review opportunities. The developer is seeking informal feedback and a temperature read from Council on the revised concept.

FISCAL IMPACT

None.

CONCLUSION

N/A

ALTERNATIVES

N/A

POTENTIAL MOTIONS

No motion is necessary.

ACCOUNTABILITY

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

EXHIBITS

1. Finch Creek Development Agreement - NV Annexation
2. Finch Creek Presentation 2026_04

WHEN RECORDED, RETURN TO:

Heber City
Attention: City Recorder
75 North Main Street
Heber City, Utah 84032

Tax Parcel Nos.:

(Space above for Recorder's use only.)

**DEVELOPMENT AGREEMENT
FOR THE
FINCH CREEK MIXED USE DEVELOPMENT**

THIS DEVELOPMENT AGREEMENT FOR THE FINCH CREEK MIXED USE DEVELOPMENT (this "**Agreement**") is made and entered into as of the 5th day of December, 2022, by and between HEBER CITY, a political subdivision of the State of Utah (the "**City**"), and Finch Creek, LLC, a Utah limited liability company ("**FINCH CREEK**"). Each of FINCH CREEK and the City are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

- A. The capitalized terms used in these Recitals are defined in Section 1.2, below.
- B. FINCH CREEK is the owner of approximately 11.63 acres of undeveloped real property located at 3320 N., 3390 N. and 3400 N. Hwy 40 (Parcel # 00-0021-2028, #00-0007-7847 & #00-0021-2027) in Wasatch County, State of Utah, a legal description of which is set forth in **Exhibit A**, attached hereto (the "**Property**"). This Agreement and the Site Plan meets the intent of, and is guided by, the Envision 2050 Heber General Plan.
- C. On Nov 15, 2022, the City approved and adopted, a Site Plan for the Project, subject to the Parties entering into this Agreement and the agreeing to annexation of the Property into the City. The Site Plan for the Property shall allow for a mixed use development, including recreational and open space uses. All such uses shall be consistent with the permitted uses in the NVOZ.
- D. Provision of infrastructure to the Property is vital to its development in accordance with the Site Plan and this Agreement and, consistent with the foregoing, FINCH CREEK will prepare an Infrastructure Plan (aka Civil Drawings).
- E. FINCH CREEK may not be the developer of the entire Property but may sell or otherwise convey some or all the Property to one or more Persons who will undertake the actual development work (each a "**Developer**" and together, the "**Developers**"). Notwithstanding that there may be sub-developers, transferees, purchasers or assignees from the original Developer or

Developers, only those parties that FINCH CREEK specifically designates in a written agreement as their “Successor”, or “Successor’s in Interest”, shall retain the right and standing to oppose, or seek amendment of this Agreement, or any other subsequent amendment thereto. Any third party not so specifically designated, that may purchase or receive portions, phases, lots or parts of this Development/Project, shall have no standing to oppose or seek amendment of any part of this Agreement, nor have any part in any negotiations to alter, change or amend. Additionally, notwithstanding the foregoing, once all backbone improvements are laid down, implemented and approved by the City, any subsequent Developer, Assignee, Successor, or Successor in Interest obtaining any portion, or part, or phase of this Development/Project by sale, transfer or assignment shall have no standing to oppose or seek to amend any portions of this Development/Project.

F. The Parties now desire to enter into this Agreement to establish and set forth the rights and responsibilities of FINCH CREEK and its successors in interest, including but not limited to, those developers, sub-developers and builders who will develop the Property as a mixed use project in accordance with the terms hereof, and to establish the rights and responsibilities of the City to annex the Property into the boundaries of Heber City and to authorize and regulate such development pursuant to the requirements of this Agreement.

G. The City Council has reviewed this Agreement and determined that it is consistent with the Act, the Zoning Ordinance and the Heber City General Plan, and that it provides for and promotes the health, safety, welfare, convenience, aesthetics, and general good of the community as a whole. The Agreement does not contradict, and specifically complies with, and is governed by Utah Code Ann Section 10-9a. The Parties understand and intend that this Agreement is a “development agreement” within the meaning of, and entered into pursuant to the terms of, the Act.

H. FINCH CREEK and the City have cooperated in the preparation of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and FINCH CREEK hereby agree to the following:

TERMS

1. Incorporation of Recitals and Exhibits/ Definitions.

1.1 **Incorporation.** The foregoing Recitals and **Exhibits A** through **E** are hereby incorporated into this Agreement.

1.2 **Definitions.** Any capitalized term or phrase used in this Agreement has the meaning given to it below or in the section where the definition of such term is given.

1.2.1 **Act** means the Municipal Land Use, Development, and Management Act, Utah Code Ann. §§10-9a-101, *et seq.* (2008).

1.2.2 **Administrative Action** means and includes any amendment to the Exhibits to this Agreement or other action that may be approved by the Administrator as provided in Section 17.

1.2.3 **Administrator** means the Person designated by the City as the Administrator of this Agreement.

1.2.4 **Agreement** has the meaning set forth in the preamble and includes all Exhibits attached hereto.

1.2.5 **Public Gathering Areas** means any public owned area or public park identified on the Site Plan that is intended to provide services to the community at large, such that it would be considered to be a System Improvement.

1.2.6 **Applicant** means a Person submitting a Development Application, a Modification Application or a request for an Administrative Action.

1.2.7 **Assessment Area** means an area or areas created by the Special Service District pursuant to Utah Code Ann. § 11-42-101, *et seq.* (2008), or other applicable State Law, with the approval of FINCH CREEK and other Property Owners, if required, to fund the construction of some or all of the Backbone Improvements.

1.2.8 **Backbone Improvements** means those improvements shown as such in the Infrastructure Plan and which are, generally, infrastructure improvements that are intended to support the overall development of the Property and not merely a part of the development of any particular Subdivision. Backbone Improvements are generally considered to be in the nature of "System Improvements," as defined in Utah Code Ann. § 11-36a-101, *et seq.* (2008).

1.2.9 **Building Permit** means a permit issued by the City to allow construction, erection or structural alteration of any building, structure, private or public infrastructure, On-Site Infrastructure on any portion of the Project, or to construct any Off-Site Infrastructure.

1.2.10 **CC&Rs** means one or more declarations of conditions, covenants and restrictions regarding certain aspects of design and construction on the Property recorded or to be recorded with regard to the Property or any part thereof, as amended from time to time.

1.2.11 **Capital Facilities Plan** means a plan adopted or to be adopted by the City in the future to substantiate the collection of Impact Fees as required by State law.

1.2.12 **City** means the City of Heber, a political subdivision of the State of Utah.

1.2.13 **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology or drainage to review certain aspects of the development of the Project.

1.2.14 **City Updated North Village Street Master Plan** shall mean the City's Street Master Plan and Street Capital Facilities Plan.

1.2.15 **City Updated North Village Stormwater Master Plan** shall have the meaning provided in Paragraph 12.3.

1.2.16 **City's Future Laws** means the ordinances, policies, standards, procedures and processing fee schedules of the City that will be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and that may, in accordance with the provisions of this Agreement, be applicable to the Development Application.

1.2.17 **City's Vested Laws** means the ordinances, policies, standards, procedures and processing fee schedules of the City related to zoning, subdivisions, development, public improvements and other similar or related matters that are in effect as of the Effective Date.

1.2.18 Intentionally Omitted.

1.2.19 **Council** means the elected City Council of the City.

1.2.20 **Default** shall have the meaning provided in Paragraph 14.

1.2.21 **Design Guidelines** means the design guidelines referenced in the North Village Over Lay Zone.

1.2.22 **Developer** shall have the meaning provided in Recital E.

1.2.23 **Development Application** means an application to the City for development of a portion of the Project, a Building Permit, improvement plans or any other permit, certificate or other authorization from the City required for development of the Project.

1.2.24 **Development Property** shall have the meaning provided in Section 23.1.

1.2.25 **Development Report** means a report containing the information specified in Section 3.4 submitted to the City by FINCH CREEK or any successor for the sale of any Parcel to a Developer, Sub-developer or Builder or the submittal of a Development Application by a Developer, Sub-developer or Builder pursuant to an assignment from FINCH CREEK.

1.2.26 **Development Unit** means either a commercial or residential use of property with respect to which an ERU calculation can be applied in accordance with this Agreement.

1.2.27 **Effective Date** means the date on which the later of both the following shall have occurred: the Parties have executed this Agreement and the City's annexation of the Property has been completed and takes effect pursuant to Utah Code Ann. §10-2-425.

1.2.28 **Eligible Improvements** shall have the meaning provided in Section 8.9.

1.2.29 **Development Entitlements** shall have the meaning provided in Section 3.1 of this Agreement.

1.2.30 **Equivalent Residential Unit (ERU)** means the residential density allocated to: (a) any given Residential Unit when measured against a single-family dwelling unit, which measure shall be determined pursuant to Section 18.21.020.2.2(2) of the City's Vested Laws; and (b) commercial ERUs will be calculated as provided in Section 18.21.020.2.2(2) of the City's Vested Laws. For purposes of clarity, the Parties agree that no ERUs shall be allocated to schools and churches.

1.2.31 **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. §10-9a-603, and approved by the City, effectuating a Subdivision of any portion of the Project.

1.2.32 **Highway 40** means a "state highway" type transportation corridor maintained by the Utah Department of Transportation and referred to as U.S. Highway 40.

1.2.33 **Homeowners' Association(s)** means one or more associations formed pursuant to Utah law to perform the functions of an association of property owners.

1.2.34 **Impact Fees** means those fees, assessments, exactions or payments of money imposed by the City as a condition on development activity as specified in Utah Code Ann. §§ 11-36a-101, *et seq.*, (2008).

1.2.35 **Improved Open Space** means open space, including but not limited to that which has been improved with one or more of the following, as selected by the City Manager or his or her designee: first and foremost those amenities listed in the City's Park's Site Plan, churches, schools and associated lands, playgrounds, tennis courts, club houses, swimming pools, trail systems, trail heads, skate parks, volleyball courts, Public Gathering Areas or parks, sports fields, bathrooms, irrigated landscaping, associated paved parking for improved open space, pavilions, playgrounds, trailheads, drinking fountains, natural areas integrated with open spaces and park areas, or other improvements.

1.2.36 **Infrastructure Plan** means the conceptual infrastructure plan, including culinary water, secondary water, storm water, sanitary sewer and private roads, as amended from time to time.

1.2.37 **Intended Uses** means the use of all or portions of the Project for open spaces, parks, trails and other uses permitted in the Zoning Ordinance, Design Guidelines and as shown on the Site Plan.

1.2.38 **Site Plan** means the Site Plan attached as **Exhibit B**, which Site Plan is a conceptual/illustrative depiction of the presently anticipated development plan for the Property, which Site Plan may be modified from time-to-time by FINCH CREEK to respond to market, engineering and other development objectives.

1.2.39 **Modification Application** means an application to amend this Agreement (but not including those changes which may be made by Administrative Action).

1.2.40 **Mortgage** means (1) any mortgage or deed of trust or other instrument or transaction in which the Property, or a portion thereof or a direct or indirect ownership or other interest therein, or any improvements thereon, is conveyed or pledged as security, or (2) a sale and leaseback arrangement in which the Property, or a portion thereof, or any improvements thereon, is sold and leased back concurrently therewith.

1.2.41 **Mortgagee** means any holder of a lender's beneficial or security interest (or the owner and landlord in the case of any sale and leaseback arrangement) under a Mortgage.

1.2.42 **Intentionally omitted.**

1.2.43 **Non-City Agency** means a governmental or quasi-governmental entity, other than those of the City, which has jurisdiction over the approval of an aspect of the Project.

1.2.44 **North Fields** means that certain real property located generally west of the Property and generally depicted on **Exhibit C** attached hereto.

1.2.45 **Notice** means any notice to or from any Party to this Agreement that is either required or permitted to be given to another Party.

1.2.46 **Off-Site Infrastructure** means the off-site public or private infrastructure, such as roads and utilities, specified in the Infrastructure Plan that is necessary for development of the Property but is not located on the portion of the Property that is subject to a Development Application.

1.2.47 **On-Site Infrastructure** means the on-site public or private infrastructure, such as roads or utilities, specified in the Infrastructure Plan that is necessary for development of the Property and is located on that portion of the Property that is subject to a Development Application.

1.2.48 **On-Site Retention/Detention** shall mean a storm drain facility that is provided on-site upon private property within the development.

1.2.49 **Open Space** means the following: all parks (regardless of size or type); pedestrian, bicycle, and equestrian trails and pathways; passive open spaces, water features, and natural habitat areas; parkways and commonly maintained natural or landscaped areas; sidewalks, street tree plantings and medians; ballfields and recreational spaces (including, without limitation, any such facilities provided by or upon a school or church site, excepting areas within building footprints other than community gardens); drains and detention basins and swells, canals, protected slope areas, and any other quasi-public area that the City determines to be Open Space as a part of the approval of a Development Application. Open Space includes, but is not limited to, those areas identified as Open Space in the Site Plan.

1.2.50 **Outsourcing** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the review and approval of the various aspects of a Development Application, as is more fully set out in this Agreement.

1.2.51 **Parcel** means an area identified on the Site Plan with a specific land use designation that is intended to be further subdivided for future development.

1.2.52 **Person** means any natural person, corporation, Limited Liability Company, trust, joint venture, association, company, partnership, limited partnership, governmental authority or other entity.

1.2.53 **Phase** means the development of a portion of the Project.

1.2.54 **Intentionally omitted.**

1.2.55 **Planning Commission** means the City's Planning Commission.

1.2.56 **Project** means the mixed-used Site Plan to be developed on the Property in accordance with this Agreement, including, without limitation, all associated public and private facilities, Intended Uses, Phases and all of the other aspects approved as part of this Agreement and the Site Plan.

1.2.57 **Intentionally omitted.**

1.2.58 **Property Owner or Property Owners** means FINCH CREEK and any other successor-in-interest to FINCH CREEK as an owner of the Property or any portion thereof, including but not limited to, Developers, Sub-developers and builders.

1.2.59 **Site Plan** means the conceptual plan submitted to the City for the first stage of the approval of a mixed use development in accordance with the City's Vested Laws.

1.2.60 **Sub-developer** means any Person that obtains title to a Parcel from a Developer for development.

1.2.61 **Subdivision** means the division of any portion of the Project into a subdivision pursuant to State Law and/or the Zoning Ordinance.

1.2.62 **System Improvement** means those elements of infrastructure that fall within the definition of System Improvements pursuant to Utah Code Ann. §11-36a-102(21). System Improvements shall be defined as set out in the North Village Capital Facilities Plans and Master Plans.

1.2.63 **Zone** means the City's North Village Overlay District Zone.

1.2.64 **Zoning Ordinance** means the City's Land Use and Development Ordinance adopted pursuant to the Act that is in effect as of the Effective Date.

2. **Development of the Project.** Development of the Project shall be in accordance with this Agreement, the City's Vested Laws and the City's Future Laws as expressly set forth in this Agreement. The Parties acknowledge and agree that if there is a conflict with this Agreement and the City's current or future laws, then this Agreement shall supersede and take precedence to the fullest extent possible.

3. **Development of the Property in Compliance with the Site Plan.**

3.1 **Project Density.** Except as may be otherwise augmented hereinafter, Property Owners shall be entitled to and are vested with the right to develop and construct up to 69.72 ERUs on the Property consistent with the Intended Uses specified in the Zoning Ordinance and generally identified on the Site Plan (collectively, the “**Base Density Entitlements**”). The Base Density Entitlements represent the base density allocation per gross acre allowed by the City’s Vested Laws and have been approved pursuant to the City’s review of the Site Plan in accordance with the requirements of the North Village Overlay District Zone. In addition to the Base Density Entitlements, Property Owners shall be entitled to and are vested with the right to develop and construct an additional 3.5 ERUs on the Property consistent with the Intended Uses specified in the Zoning Ordinance and generally identified on the Site Plan (collectively, the “**Bonus Density Entitlements**,” and together with the Base Density Entitlements, the “**Development Entitlements**”), which reflects a five percent (5%) increase in base density granted by reason of the Low Income Housing requirements imposed pursuant to this Agreement.

3.2 **Intended Uses by Parcel and Densities.** Intended Uses and Densities currently contemplated for each Parcel are shown on the Site Plan for the Property, which plan has been prepared in compliance with the requirements of the Heber City ordinances set forth in Chapter 17.20 Plans of the City’s Vested Laws. Uses on the property shall not include stacked flats unless approved by the City Council.

3.3 **Use of Density.** Notwithstanding the maximum gross density permitted under the Zone, FINCH CREEK may allocate the Development Entitlements among any Subdivision within the Project;

3.4 **Accounting for Density for Parcels Sold to Sub-developers.** In connection with the sale of any Parcel sold by FINCH CREEK to a Developer or Sub-developer, FINCH CREEK shall provide the City with a written document specifying the identity of the Person to whom the Parcel is sold, the allocation, if any, of any Development ERUs associated with such Parcel, and the Open Space requirements and/or obligations associated with such Parcel. In connection with the recordation of a Final Plat or other document of conveyance for any Parcel sold to a Developer or Sub-developer, FINCH CREEK shall provide the City Recorder with a development report (a “**Development Report**”) identifying the Parcel(s) sold, the Residential Development ERU and/or other type of use or Development Unit allocated with the Parcel(s), the Development ERU remaining with FINCH CREEK and any material effects of the sale on the Site Plan.

3.4.1 **Return of Unused Density.** If a Developer or Sub-developer cannot or does not utilize all of the Development ERU allocated to it in connection with the transfer of one or more Parcels at the time the Developer or Sub-developer receives approval for the final Development Application for such

transferred Parcel(s), the unused Development ERU shall automatically revert back to FINCH CREEK. Such Development ERU shall be accounted for in any subsequent Development Report that FINCH CREEK, or any of its successors in interest may be required to file with the City Recorder.

3.5 Parcel Sales. The City acknowledges that the precise location and details of the public improvements, lot layout and design and any other similar item regarding the development of a particular Parcel may not be known at the time of the sale of a Parcel.

3.6 Low Income Housing Requirements. For the purposes of this Agreement, Low Income or Affordable Housing shall maintain a selling price that is affordable for individuals or families with an income of less than 60% of the average median income (AMI) in Wasatch County, Utah. A minimum of 3.5 ERU's shall be deed restricted in perpetuity and sold or rented at an affordable rate to families earning no more than sixty percent (60%) of the average median income (60% AMI). FINCH CREEK shall reasonably disperse the Low Income Housing units throughout the Project. FINCH CREEK shall also be entitled to allocate any such Low Income Housing requirements to Developers and/or Sub developers as FINCH CREEK may elect. The Low Income Housing ERUs shall be developed on a proportional basis with the development. Developer and the City shall follow and comply with any deed restrictions as outlined in the Low Income Housing Ordinance & Plan. Payment of a fee in lieu to fulfill the requirements of the Low Income Housing Ordinance & Plan is not an option, unless specifically agreed to by the City. Fractions of required Low Income Housing ERUs may be implemented with the payment of a fee in lieu option.

3.6.1 Allocation of Low Income Housing. At least one half of the required affordable housing (ERUs) shall be sold to parties that shall be required to reside in the units as their primary residence, "Owner-Occupied", with a specific restriction not to allow said units to be rented. ERUs constructed as Low Income Housing in the Project shall be deed restricted and preserved in perpetuity for those income qualified at 60% or less of the Average Medium Income for Wasatch County, Utah.

3.6.2 Rights of First Offer. Heber City, or its designee, shall have the first right to purchase all affordable dwelling units (aka, AMI deed restricted properties, or affordable deed restricted units). In the event that Heber City does not exercise or execute on its said option to purchase, then FINCH CREEK, and its successors, shall grant or cause the applicable Developers and/or Sub-developers to grant to the following entities and their employees, in descending order of priority, a right to purchase Low Income Housing constructed and operated as affordable housing and available within the Project for sale to income qualifying households otherwise

meeting the requirements of this Agreement: the **City**, the Wasatch County School District (the “**District**”) and Wasatch County (the “**County**”). In the event the City, the District, and the County do not exercise their respective first rights, the applicable Low Income Housing Units may be sold, as the case may, be to members of the general public meeting the income qualification requirements, employed in Wasatch County and living or desiring to live in Wasatch County.

3.6.2.1 Deed Restrictions Protecting the Affordability and Sustainability of the Affordable Homes at FINCH CREEK MIXED USE DEVELOPMENT.

a. Prior to final approval for the Finch Creek Mixed Use Development, and, prior to transfer of ownership from Developer/ Owner of any Affordable Housing Units/ Homes, Developer/ Owner shall negotiate and enter into with the City a ***Deed Restrictions Covenant***, (*which shall be recorded with the Wasatch County Recorder*), that shall serve as a Covenant Running With the Land to protect the affordability and sustainability of the Affordable Units/homes at Finch Creek Mixed Use Development, Heber City, Wasatch County, Utah. Some of the terms of such a Covenant should include, but shall not be limited to the following:

1. The Covenant is to provide and articulate terms, conditions, and restrictions. The Covenant shall be enforceable by the City and, upon its execution and recording in the public records of the County Recorder of Wasatch County, Utah, shall run with the land, enforceable against the Owners; each Unit Owner, and each Unit Owner’s successors interest, assignees, heirs, devisees, mortgagees, lessees, trustees, beneficiaries, executors, administrators, personal representatives; any subsequent owners; and any other parties claiming an interest in the Property. In addition to the recording of this Covenant, Developer/Owner shall cause that any deed or plat map associated with any affordable housing properties or units shall reference said Covenant.

2. The City shall forever retain the right to purchase all Affordable housing units, in perpetuity, pursuant to such a Covenant running with the land and units.

3. Administration and Enforcement. The City shall have the right to enforce the terms of such a Covenant and may enforce its terms as it deems administratively proper through its employees, administrative offices, agents, or assigns. The Heber City Police Department shall be authorized to investigate certain affordable housing violations and to issue citations pursuant to

applicable City Code and State Statute. The City may enforce this Covenant by any appropriate legal or equitable action including but not limited to specific performance, injunction, abatement, damages and such other remedies and penalties as may be specified in this Covenant. This Covenant shall inure to the benefit of the City and nothing herein shall be construed as creating a general scheme to be enforced by Unit Owners against each other.

4. At least 50% of the required affordable ERUs shall be Owner-Occupied unless a Unit Owner shall receive prior written consent of the City, in its sole and absolute discretion, for an exception. Each of these Unit Owners shall occupy the Unit as a Primary Residence. Unless the City gives its prior written consent, each Unit Owner shall not obtain, purchase, or otherwise acquire any other direct or indirect interest in real property while the Unit owner is a Unit Owner; neither the Unit Owner nor any person in the Unit Owner's Household shall establish a trust of which the Unit Owner is a beneficiary if such trust's corpus contains any other real property.

5. Resale of Unit. The Unit Owner shall send Notice to the City of such Unit Owner's intent to sell the unit (the date of such Unit Owner's Notice to the City shall be the "Offer Date") and shall not Sell any interest in such Unit without written consent of the City.

3.6.3 Off-site Low Income Housing. At the discretion of the developer, some or all of the affordable housing requirements may be met in partnership with the City to allow construction and location of affordable housing units off site on any available property whether owned by the City, third parties or other entities. The exact details of such an arrangement, if presented by the City and discretionally negotiated by developer, would be negotiated with the City at the time of development, if possible, and if the City has the property available at that time. It is the intent that such option would not reduce the developer's requirements below that required in this MDA.

3.6.4 Timing. At least 50% of the required Low Income Housing units shall be constructed no later than the construction of the first 30 percent of the Market Rate units. The full Low Income Housing requirement shall be completed no later than construction of the first 60 percent of the Market Rate units.

3.6.5 Non-Residential Development Timing. Any commercial areas shown upon the Master Plan for the development shall be rough graded and

provided with access to adequate utilities to serve the land uses no later than the construction of 60 percent of the residential units within the development.

4. **Zoning and Vested Rights.**

4.1 **Compliance with City Requirements and Standards.** Developer and Owners expressly acknowledge that nothing in this Agreement shall be deemed to relieve Developer or any Continuing or Successor Owner from its obligations to comply with all applicable requirements of the City necessary for approval and recordation of subdivision plats and site plans for the Project, which are in place at the time of a complete and approved application, including the payment of unpaid fees, the approval of subdivision plats and site plans, the approval of building permits and construction permits, and compliance with all applicable ordinances, resolutions, policies and procedures of the City except as otherwise provided in this Agreement. Specifically, Developer and Owner acknowledge and agree that in the event adherence to the City Updated North Village Storm Water and the North Village Street Master Plans, may or actually does affect or compromise entitlements, Developer and Owner shall not be allowed to claim damages, takings or costs from or against the City.

4.2 **Current Zoning.** Concurrently with its execution of this Agreement, the City has annexed the Project to the City and zoned the Property under the North Village Overlay District Zone. The North Village Overlay District Zone (Section 18.21.010 and Section 18.21.060 of the Heber City Code) was approved by the Council on March 16, 2021.

4.3 **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and continue either for a period of ten (10) years, or the day upon which the final certificate of occupancy is approved and granted, whichever first occurs, (the “**Term**”), unless it is terminated in accordance with Section 26. The Term may, at FINCH CREEK’s option, be extended for one (1) additional five (5) year period, provided FINCH CREEK is not in material default of any provisions of this Agreement and after providing the City with written notice not less than six (6) months prior to the scheduled expiration date. Unless otherwise agreed between the Parties, FINCH CREEK’s vested rights and interests set forth in the Agreement shall expire at the end of the Term, or as the Term may be extended by mutual agreement of the Parties. Upon termination of this Agreement for any reason, the obligations of the Parties to each other created under this Agreement shall terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to the expiration of the Term or termination of this Agreement shall

be rescinded or limited in any manner, nor will any rights or obligations of Property Owners or the City intended to run with the land be terminated.

5. **Approval Processes for Development Applications.**

5.1 **Phasing.** The City acknowledges that FINCH CREEK, Developers, and Sub-developers who have purchased Parcels of the Property may submit multiple applications from time to time to develop and/or construct portions of the Project in phases.

6. **Open Space, Improved Public Parks, and Trails Requirements.**

6.1 **Development Timing: Open Space, Neighborhood Parks, and Trails.** Neighborhood Parks and Trails shall be constructed and developed concurrently with the respective development within which said trails are located. The City shall not be obligated to make final approval and place into warranty any public improvements located within or constructed in conjunction with the development of a particular Phase until the parks and trails located within such Phase have been constructed, or the City has received an improvement completion assurance in the form of either a cash escrow deposit, a letter of credit or such other form of completion assurance as may then be accepted by the City with respect to such parks and trails meeting the requirements of Section 10-9a-604.5 of the Utah Municipal Land Use Development Management Act. Open space, parks and trails shall comply with the requirements of the NVOZ.

6.2 **Dedication of Open Space or Trails.** Property within the canal easements shall be granted and dedicated by the Property Owner to the City, or other public entity as determined by the City. Dedication of Trails to the City shall be by plat recordation or by dedication by deed from the applicable Property Owner which shall be without any financial encumbrance or other encumbrance (including easements) which unreasonably interferes with the use of the property for Open Space and/or Trails; In the event trails are established solely for the internal use by Homeowners' Association, no public easement shall be granted by FINCH CREEK or any other Property Owner. Construction and dedication of the Highway 40 trail shall occur within the first phase of development.

6.3 **Maintenance of Open Space/or Trails.** Except as otherwise specifically provided in this Agreement, upon acceptance by the City of Trails and after formal possession, the City shall be responsible for maintaining the Public Trail after final inspection and acceptance of the applicable improvements included therein, if any. If the Trails are dedicated to an entity other than the City, the dedication shall provide for the maintenance of the applicable Trails. Unless approved by, and dedicated to the City, any associated landscaping with such Trails shall be maintained by the respective property owners association.

6.4 **Tax Benefits.** The City acknowledges that Property Owners may seek to qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting or transferring Open Space and/or Trails to the City or to a charitable organization. Property Owners shall have the sole responsibility to claim and qualify for any tax benefits sought by Property Owners by reason of the foregoing. The City shall reasonably cooperate with Property Owners to the maximum extent allowable under law to allow Property Owners to take advantage of any such tax benefits.

6.5 **North Fields Preservation.** FINCH CREEK, for itself and with respect to each subsequent Owner of the Property, agrees that upon issuance of a building permit for a Development Unit, the Owner of such Development Unit shall pay to the City a fee equal to \$2,500 per ERU or partial ERU attributable to such Development Unit (the “**North Fields Preservation Fee**”). The City shall utilize funds collected pursuant to the North Fields Preservation Fee solely for the purpose of preserving open space in the North Fields, including purchase of development rights. The City agrees that the North Fields Preservation Fee shall not be charged for Development Units constructed and operated as Low Income Housing Units.

7. **Public Improvements.**

7.1 **Utilities and On-Site Infrastructure.** The City acknowledges that FINCH CREEK will prepare an Infrastructure Plan (a/k/a Civil Drawings). The Parties acknowledge that there will be a Capital Facilities Plan for the Public Infrastructure approved and adopted by the City. The Property Owners shall have the responsibility and obligation, to construct and fund, or cause to be constructed and installed, in phases, the On-Site and Off-Site Infrastructure according to the Capital Facilities Plan that is necessary to support the development proposed within a specific Development Application. If any Property Owners elect to construct any On-Site Infrastructure or Off-Site Infrastructure required by the Capital Facilities Plan as a condition of approval of a Development Application, the Property Owner shall pay the cost thereof, subject to its reimbursement rights set forth in Section 7.2. The City shall comply with the statutory processes and all other applicable laws, rules, and regulations governing such work. Parties contemplate that each Phase will be served by sanitary sewer, culinary water and secondary irrigation systems provided by others.

7.2 **Excess Improvements/Upsizing.** Any infrastructure requested by the Developer or required by the Development shall be the responsibility of the Developer. The City and FINCH CREEK acknowledge and agree that, as a part of the Capital Facilities Plan, certain portions of the infrastructure improvements shown on the Capital Facilities Plan (including both On and Off-site Infrastructure) may need to be enlarged, increased or otherwise “upsized” or upgraded (collectively, the “**Excess Improvements**”) at the request of the City or other responsible Non-City Agency to serve, directly or indirectly, developments or

future developments on land areas outside of the Project's boundaries or owned by parties other than Property Owners (collectively, the "**Benefitted Property**"). In recognition of the foregoing, and as a material inducement to the execution of this Agreement by FINCH CREEK:

7.2.1 **Reimbursements.** The City agrees that it shall reimburse the applicable Property Owners for, or to the extent permissible under then-applicable law and as identified in the approved Capital Facilities Plan, costs incurred by the applicable Property Owners in the construction of Excess Improvements. Subject to the City's approval, Property Owners may, from time to time, oversize and/or install and construct portions of the infrastructure specified in the Infrastructure Plan that are System Improvements. The City shall ensure that Property Owners, as applicable, are reimbursed for actual costs from Impact Fees for oversizing. City shall also make available reimbursement/pioneering agreements to reimburse Property owners-for installing Off-site System Improvements to serve their property as required by State law. Said pioneering agreements shall have a maximum duration of 10 years from the date of City's acceptance of associated improvements.

7.2.2 **Building Fee and Impact Fee Credits.** To the extent that any reimbursements paid to a Property Owner pursuant to the Reimbursement Procedures do not fully reimburse Property Owners for the amounts expended or costs incurred by the Property Owner in the construction of the Excess Improvements, City shall credit the applicable Property Owner up to the value of such deficiency against the Impact Fees applicable to the Project.

7.2.3 **Backbone Improvements.** Property Owners shall not be compensated for any "upsizing" of the Backbone Improvements that are not included as System Improvements in the approved Capital Facilities Plan.

7.2.4 **Phasing of Master Planned Facilities.** Public Facilities shown on the City's Capital Facilities Plan shall be constructed within the first phase of development.

7.3 **Secondary Access.** Subject to approval of the City and Wasatch County Fire Service District, FINCH CREEK shall cause one of the proposed Secondary Access Roads to be completed in connection with the first phase of the Project. If approved, said Secondary Access Road shall satisfy the requirements of the City and the Wasatch County Fire Service District with respect to adequate ingress and egress for the Project.

7.4 Variations between Infrastructure Plan, Capital Facilities Plan and any City's Future Capital Facilities Plan. The Parties acknowledge that the City may adopt a new or amended Capital Facilities Plan. Additionally, the City may adopt new or amended Impact Fee ordinances as permitted by State Law for the collection of Impact Fees to pay for the construction of parts or all of the Backbone Improvements. The new Capital Facilities Plan shall in no way change any land uses or permitted uses of the Project; limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any part of the Project in any manner so long as all applicable requirements of this Agreement and relevant sections of the Zoning Ordinance are satisfied. The Capital Facilities Plan and any future Capital Facilities Plan may differ from the Infrastructure Plan. As a part of the approval of a Development Application, the City may require Property Owners to build portions of the Backbone Improvements as shown on the Capital Facilities Plan (after it is adopted) instead of as shown on the Infrastructure Plan. If the Parties cannot reach agreement on the terms of a reimbursement agreement, the terms of such a reimbursement agreement shall be subject to the mediation and arbitration provisions of Section 14. Notwithstanding the above, nothing herein obligates the City to pay for the minimum backbone infrastructure needed for the Project.

7.5 No Additional Off-Site Infrastructure Requirements. Notwithstanding anything to the contrary in the City's Vested Laws, the City shall not, directly or indirectly, charge Developers or Sub-developers, or any of their respective affiliates or successors, any development fees, impact fees, water hookup fees, or any similar fees, charges, assessments or exactions for Off-Site Infrastructure not contemplated in the Capital Facilities Plan, or subsequent updates to said Plan. However, any and all such development fees, impact fees, water hookup fees, or any similar fees, charges, assessments or exactions for On-Site Infrastructure, shall be borne by Developers and Sub-developers, or any of their respective affiliates or successors, or residents, regardless of whether they are off-site or on-site, pursuant to the Capital Facilities Plan. In the event that Developer or Sub-developer is required to build Off-Site Infrastructure, and subject to the aforementioned 10 year limited duration, in the event pioneering agreements are used, the City would collect a pro-rata share from future, benefitting developers.

7.6. Modifications of Infrastructure Locations and the Boundaries of the Development Areas. The City acknowledges that the exact locations of On and Off-Site Infrastructure and the boundaries of the Parcels are conceptual in nature and that additional surveying, engineering and similar studies are needed to finalize lot locations, road and utility alignments as well as road and utility sizing. Therefore, Parcel boundaries, road and utility alignments and, subject to the requirements of this Agreement, infrastructure sizing may be further modified and revised upon the City's approval of subsequent Development Applications in accordance with subsequent subarea infrastructure Site Plans that will be prepared

by Developer for each Phase, and the City's Vested Laws, all subject to City final approval.

7.7 Utilities Provided by the North Village Special Service District (NVSSD) and the Jordanelle Special Service District (JSSD). The Parties acknowledge that the Project is currently served by the NVSSD and the JSSD for sewer and water, including secondary water. It is the intent by both Parties that the NVSSD and the JSSD shall continue to serve the project for these utilities through such service districts as long as they have capacity and are capable of serving. The Developer shall provide Commitment Letters from JSSD and NVSSD for the plat and/or phase being served before final approval for that particular plat is granted. Water for phases and all amenities shall be dedicated up front. If at any time it is deemed unfeasible to have JSSD or NVSSD serve the Project, the Developer shall secure other service providers. The City shall not be liable or responsible to provide such services.

7.8. Water Rights. Developers shall be required to comply with the JSSD and NVSSD water policies generally applicable to all NVSSD customers.

7.9. Streets. Street frontage shall be improved in compliance with the City's Standards and Specifications and the NVOZ.

Development shall obtain UDOT access approval for any accesses onto a state highway.

Development shall comply with the Highway 40 Access Management Agreement.

At the time of development, a transportation hub (area with a bus stop bench and bus turnout), will provided to the satisfaction of the City Engineer within each development, at a location that is central to the transportation network and convenient for access to the center of density within the development.

7.10 Off-Site Connectivity. All trails, canals, ditches and roads shall connect with existing and internal trails, canals, ditches and roads located immediately adjacent to the Project such that there is consistent, smooth linkage and connectivity with any and all municipal systems.

8. Cable/Fiber Optic Service. Subject to all applicable federal and state laws, as well as the City's authorization and capacity to timely install in a reasonable manner all required infrastructure and provide such service, FINCH CREEK agrees that the City shall be the sole cable/fiber optic network provider for the Development. The City shall install or cause to be installed all underground conduits necessary to make available a minimum of one cable service/fiber optic communication provider, or other comparable information and communication service provider, within the Project. FINCH CREEK shall cooperate and reasonably accommodate the City's installation and development of said cable service/fiber optic network, (CFON).

Notwithstanding the foregoing, Property Owners may contract with any cable TV/fiber optic and other communication provider of their own choice and grant an exclusive right of access and/or easement to such provider to furnish cable TV/fiber optic and other communication services for those dwelling units or other uses on such Property Owner's real property so long as the property is private and not dedicated to the public. The City may charge and collect all taxes and fees with respect to cable, fiber optic and other communication lines as allowed under an applicable City ordinance or state law.

9. **CC&Rs.** As more fully set forth in the CC&Rs, Property Owners shall create and establish one or more Property Owners' Associations, which shall be responsible for the implementation and enforcement of the CC&Rs and the Design Guidelines, including but not limited to architectural reviews, water efficiency, wildfire education, open space, and private street and storm water system maintenance. Recordation of the CC&Rs and creation of such Property Owners' Associations shall be required at the time of Final Plat review and approval. They shall be recorded both with the County and City Recorders. The City shall not be responsible for the implementation and/or enforcement of any such CC&Rs and Design Guidelines. The CC&Rs may be amended by the processes specified in the CC&Rs without any requirement of approval of such amendments by the City. If any provision of the Design Guidelines is inconsistent with a specific provision of this Agreement, the terms of this Agreement shall govern. Prior to the issuance of any building permits for residential, business, commercial or recreational use, but excluding On or Off-Site Infrastructure or other infrastructure proposed by Property Owners, the architectural control committee established by the CC&Rs shall certify that the proposed Development Application complies with the Design Guidelines. To facilitate uniform application and enforcement of the Design Guidelines, the Design Guidelines shall incorporate the design standards set forth in the Zone. Potential avenues of enforcement of the applicable CC&Rs available to the applicable Property Owners' Association or Owners shall include judicial enforcement by a court having subject matter jurisdiction over the particular dispute.

10. **Fees & Bonding.**

10.1 **General Requirement of Payment of Fees.** The City acknowledges its fees are subject to applicable State law. The City's impact fee requirements will be set forth in the City's approved Capital Facilities Plan for the Project area to be developed subsequent to this Agreement and incorporated herein.

10.2 **Warranty Bonding.** To the extent other public financing vehicles are not available for any on or off-site, publicly dedicated infrastructure or similar improvements for the Project, Property Owners, Developers or Sub-developers, as applicable, shall provide performance or warranty bonds, per the Heber City Code, in the form of letters of credit or cash bonds (all forms approved by the City) in relation to any on or off-site, publicly dedicated infrastructure or similar improvements for the Project (the "**Security**"), including, without limitation, roads, curb and gutter, storm drains, sewer, water, street lighting, signs, sidewalks, landscaping within public rights of way, public open space, public parks and trails.

Notwithstanding anything to the contrary under the City's Vested Laws, Property Owners shall not be required to post any such security for any privately-owned infrastructure or improvements, not necessary for public health and safety. The Security required under this section shall otherwise conform to the requirements of State Law.

11. **Construction Standards and Requirements.**

11.1 **Building Permits.** No buildings or other structures that require permits, shall be constructed within the Project without the Developer or Sub-developer first obtaining building permits in accordance with the City's Vested Laws. Developers and Sub-developers may apply for and obtain a grading permit following Preliminary Site Plan approval if the Developers or Sub-developers, as applicable, have submitted and received approval of a site-grading plan and SWPPP and subject to a Land Disturbance Permit issued pursuant to Section 12 below.

11.2 **City and Other Governmental Agency Permits.** Before commencement of construction or development of any buildings, structures or other work or improvements upon any portion of the Project, a Developer or Sub-developer shall, at their expense, secure, or cause to be secured, any and all permits which may be required by the City under the City's Vested Laws or any other governmental entity having jurisdiction over the work. The City shall reasonably cooperate with Developers Sub-developers in seeking to secure such permits from other governmental entities.

11.3 **Limitation to Three Stories.** No structure in the Project shall exceed three (3) stories in height unless approved by the City Council.

12. **Grading, On-Site Processing of Natural Materials; Storm Water Management.**

12.1 **Intentionally Omitted.**

12.2 **On-Site Processing of Natural Materials.** Property Owners may use the natural materials located on the Project, including, without limitation, sand, gravel and rock, and may process such natural materials into construction materials, including, without limitation, aggregate or topsoil, for use in the construction of On and Off-Site Infrastructure, commercial buildings, residential structures, or other buildings or improvements located in the Project and other locations outside the Project. Property Owner shall remediate any damage to trails, infrastructure, drainage or natural water features caused by such use. Notwithstanding this provision, this does not permit the construction of any subdivision or site-specific improvements prior to the requisite Final Plat review and approval for such improvements. Any such uses shall not be considered gravel pits.

12.3 **Storm Water Management.** The Parties acknowledge that the City is presently contemplating a future regional storm water master plan (as finalized and adopted by the City, the “**City Updated North Village Stormwater Master Plan**”). Concurrent with Provision 4.1 above, FINCH CREEK shall be required to comply with all future policies and standards of the North Village Stormwater Master Plan and associated Stormwater Design Manual, yet to be adopted, and all standards and requirements of any and all exhibits attached and incorporated into this Agreement, including but not limited to the Engineering Review Letter.

12.3.1 As a condition of annexation, as outlined in the **City Updated North Village Storm water Master Plan**, Developer and Property Owner shall restore or replace the historic, natural drainage channels downstream of the existing irrigation canals, as outlined and contemplated in the above referenced Master Plan.

12.4 **Intentionally Omitted.**

12.5. **Future Transportation Plan.** The Parties acknowledge that the City is presently contemplating a future Updated North Village Transportation Plan (as finalized and adopted by the City, the (when finalized and adopted by the City, the “**City Updated North Village Transportation Plan**”). Concurrent with Provision 4.1 above, FINCH CREEK shall be required to comply with all future policies and standards of the North Village Transportation Plan, yet to be adopted, and all standards and requirements of any and all exhibits attached and incorporated into this Agreement, including but not limited to the Engineering Review Letter.

13. **Provision of Municipal Services.** The City shall provide all City services to the Project that it provides from time to time to other residents and properties within the City including, but not limited to, development services and inspections, road and streetlight maintenance on public streets, police, and other emergency services. Such services shall be provided to the Project at the same levels of service, and on the same terms and rates as provided to other residents and properties in the City, unless such services are provided by other entities, or, because of the unique topography, location or other special or unique circumstances in the area covered by this Agreement, the cost to provide such services is higher than the like property rate throughout the City, and the City is able to demonstrate by empirical evidence, that such costs are a result of substantive additional or increased costs of municipal services, or financial burden to the City, then such additional costs, including but not limited to those required for additional special fire or police services, may be passed on to the Property Owners by way of special municipal service zonal fees, or some other equivalent of such fees. The City may charge such increased rate fees to Property Owners with respect to the Project, Phase, or sections of a Phase proportionate to their share of the increased cost.

14. **Default.** Any failure by any party to perform any term or provision of this

Agreement, which failure continues uncured for a period of thirty (30) days following the receipt of written notice of such failure from the other party (unless such period is extended by mutual written consent, and subject to Sections 14.2 through 14.4), shall constitute a “**Default**” under this Agreement. Any notice given pursuant to the preceding sentence (“**Asserted Default Notice**”) shall comply with Section 14.1.

14.1. **Notice.** If a Property Owner or the City causes an event which remains uncured for a period of thirty (30) days, this would constitute a Default of this Agreement. The Party claiming a Default shall provide a written Asserted Default Notice to the other Party.

14.1.1. **Contents of the Asserted Default Notice.** The Asserted Default Notice shall:

14.1.1.1 **Claim of Default.** Specify the claimed event of Default;

14.1.1.2. **Identification of Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default;

14.1.1.3. **Specify Materiality.** Identify why the claimed Default is claimed to be material; and

14.1.1.4. **Proposed Cure.** Specify the manner in which said failure may be satisfactorily cured.

14.2. **Cure.** Following receipt of an Asserted Default Notice, the defaulting Party shall have sixty (60) days in which to cure such claimed Default (the “Cure Period”). If more than 60 days is required for such cure, the defaulting Party shall have such additional time as is reasonably necessary under the circumstances in which to cure such Default so long as the defaulting Party commences such cure within the Cure Period and pursues such cure with reasonable diligence.

14.3. **Meet and Confer, Mediation, Arbitration.** Upon the failure of a defaulting Party to cure a Default within the Cure Period or in the event the defaulting Party contests that a Default has occurred, before initiating any formal litigation proceedings the Parties shall first engage in Mediation.

14.4. **Remedies.** If the Parties are not able to resolve the Default by Mediation, the Parties shall have the following remedies:

14.4.1. **Legal Remedies.** Legal Remedies available to both Parties shall include all rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance and/or damages. In

addition to any other rights or remedies, any Party may institute legal action to cure, correct or remedy any default, to specifically enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation. Nothing in this section is intended to, nor does it limit Developer's or City's right to such legal and equitable remedies as permitted by law. It is specifically acknowledged by both Parties that neither Party waives any such rights for legal and equitable remedies.

14.4.2. **Enforcement of Security.** The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

14.4.3. **Withholding Further Development Approvals.** The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of that portion of the Property owned by the defaulting Property Owner.

14.5. **Public Meeting.** For any Default by a Property Owner, before any remedy in Section 14.4.1 may be imposed by the City, Property Owners shall be afforded the right to attend a public meeting before the Council and to address the Council regarding the claimed Default.

14.6. **Emergency Defaults.** Anything in this Agreement notwithstanding, if the Council finds on the record in a public meeting that a Default by Property Owners materially impairs a compelling, countervailing interest of the City and that any delays in imposing a remedy to such a Default would also impair a compelling, countervailing interest of the City, the City may impose the remedies of Section 14.4., without any further requirements or obligations to the Property Owners. The City shall give Notice to Property Owners in accordance with the City's Vested Laws of any public meeting at which an emergency Default is to be considered and Property Owners shall be allowed to attend such meeting and address the Council regarding the claimed emergency Default.

14.7. **Cumulative Rights.** The rights and remedies set forth herein shall be cumulative.

15. **Notices.** All notices required or permitted under this Amended Development Agreement shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Property Owners:

Finch Creek, LLC
Attn: James Stout

1113 S. 500 W.
Bountiful, UT 84010

To the City:

City of Heber
Attn: City Recorder
25 North Main Street
Heber, Utah 84032

15.1 **Effectiveness of Notice.** Except as otherwise provided in this Agreement, each Notice shall be effective and shall be deemed delivered on the earlier of:

15.1.1 **Physical Delivery.** Its actual receipt, if delivered personally, by courier service, or by facsimile, provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending Party has confirmation of transmission receipt of the Notice.

15.1.2 **Electronic Delivery.** Its actual receipt if delivered electronically by email, provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending Party has an electronic receipt of the delivery of the Notice.

15.1.3 **Mail Delivery.** On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail.

15.1.4 **Change of Notice Address.** Any Party may change its address for Notice under this Agreement by giving written Notice to the other Party in accordance with the provisions of this Section.

16. **Administrative Amendments.**

16.1 **Allowable Administrative Applications:** The following modifications to this Agreement may be considered and approved by the Administrator.

16.1.1 **Infrastructure.** Modification of the location and/or sizing of the infrastructure for the Project that does not materially change the functionality of the infrastructure.

16.1.2 **Design Guidelines.** Modifications of the Design Guidelines.

16.1.3 **Development Unit Allocations.** Any allocation of Development Unit densities to be made by FINCH CREEK or its successors.

16.1.4 **Minor Amendment.** Any other modifications deemed to be minor modifications by the Administrator.

16.2 **Application to Administrator.** Applications for Administrative Amendments shall be filed with the Administrator.

16.2.1 **Referral by Administrator.** If the Administrator determines for any reason that it would be inappropriate for the Administrator to determine any Administrative Amendment, the Administrator may require the Administrative Amendment to be processed as a Modification Application.

16.2.2 **Administrator's Review of Administrative Amendment.** The Administrator shall consider and decide upon the Administrative Amendment within a reasonable time not to exceed forty-five (45) days from the date of submission of a complete application for an Administrative Amendment. Applicant must provide all documents in their completed form and pay any required fee in accordance with State law.

16.2.3 **Notification Regarding Application and Administrator's Approval.** Within ten (10) days of receiving a complete application for an Administrative Amendment, the Administrator shall notify the Council in writing. Unless the Administrator receives a notice pursuant to these Sections, requiring that the proposed Administrative Amendment be considered by the Council as a Modification Application, the Administrator shall review the application for an Administrative Amendment and approve or deny the same within the 45-day period set forth in Section 16.2.2. If the Administrator approves the Administrative Amendment, the Administrator shall notify the Council in writing of the proposed approval and such approval of the Administrative Amendment by the Administrator shall be conclusively deemed binding on the City. A notice of such approval shall be recorded against the applicable portion of the Property in the official City records.

16.2.4 **City Council Requirement of Modification Application Processing.** If the Council requires the proposed Administrative Amendment to be considered by the Council as a Modification Application, it shall, within two (2) business days after the first Council meeting following notification by the Administrator pursuant to Section 16.2.3 above, notify the Administrator that the Administrative Amendment must be processed as a Modification Application, and that the Council shall be the final determining body for any and all Modification Applications.

16.2.5 **Appeal of Administrator's Denial of Administrative Amendment.** If the Administrator denies any proposed Administrative Amendment, the Applicant may process the proposed Administrative

Amendment to the Council for final adjudication. The Council shall be the final determining body for any and all Modification Applications.

17. **Amendment.** Except for Administrative Amendments, any future amendments to this Agreement shall be considered as Modification Applications subject to the following processes:

17.1 **Submissions of Modification Applications.** Only the City or FINCH CREEK or an assignee of FINCH CREEK, approved in writing by the City, and one that succeeds to all of the rights and obligations of FINCH CREEK under this Agreement may submit a Modification Application.

17.2 **Modification Application Contents.** Modification Applications shall:

17.2.1 **Identification of Property.** Identify the property or properties affected by the Modification Application.

17.2.2 **Description of Effect.** Describe the effect of the Modification Application on the affected portions of the Project.

17.2.3 **Identification of Non-City Agencies.** Identify any Non-City agencies potentially having jurisdiction over the Modification Application.

17.2.4 **Map.** Provide a map of any affected property and all property within three hundred feet (300') showing the present or Intended Use and density of all such properties.

17.2.5 **Fee.** Modification Applications shall be accompanied by a fee in an amount reasonably estimated by the City to cover the costs of processing the Modification Application.

17.3. **Mutual Cooperation in Processing Modification Applications.** Both the City and Applicants shall cooperate reasonably in promptly and fairly processing Modification Applications.

17.4 **Planning Commission Review of Modification Applications.**

17.4.1 **Review.** All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in accordance with the City's Vested Laws in light of the nature and/or complexity of the Modification Application. The City shall not be required to begin its review of any application unless and until the Applicant has submitted a complete application.

17.4.2 **Recommendation.** The Planning Commission's vote on the Modification Application shall be only a recommendation.

17.5 **Council Review of Modification Application.** After the Planning Commission, if required by law, has made or been deemed to have made its recommendation of the Modification Application, the Council shall consider the Modification Application.

17.6 **Council's Objections to Modification Applications.** If the Council objects to the Modification Application, the Council shall provide a written determination advising the Applicant of the reasons for denial, including specifying the reasons the City believes that the Modification Application is not consistent with the intent of this Agreement and/or the City's Vested Laws (or, only to the extent permissible under this Agreement, the City's Future Laws).

17.7 **Mediation of Council's Objections to Modification Applications.** If the Council and Property Owners are unable to resolve a dispute regarding a Modification Application, the Parties shall attempt within seven (7) days to appoint a mutually acceptable expert in land planning or such other discipline as may be appropriate. If the Parties are unable to agree on a single acceptable mediator, each shall, within seven (7) days, appoint its own individual appropriate expert. These two experts shall, between them, choose the single mediator. Property Owners shall pay the fees of the chosen mediator. The chosen mediator shall within fourteen (14) days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties.

17.8 **Amendments by FINCH CREEK.** Notwithstanding any other provision in this Agreement to the contrary, FINCH CREEK may propose and if approved by the City, execute any amendment or other modification of this Agreement or the Site Plan, without the consent of any Property Owner provided that such amendments, modifications, land uses and density allocations: (a) are consistent with the requirements of the City's Vested Laws; and (b) shall not alter the ERU density allocated to such Property Owner identified in a duly executed Development Report or assignment from FINCH CREEK or otherwise affect any development rights associated with such Property Owner's Development Property set forth in a property specific development agreement with the City pertaining to such Development Property or a recorded Subdivision Plat specific to such Development Property and no other portion of the Project. For avoidance of doubt, neither the City nor FINCH CREEK shall be required to obtain the consent of any Property Owner or any subsequent owner of a portion of the Project in order to amend this Agreement pursuant to this Section 17.

18. **Estoppel Certificate.** Upon twenty (20) days prior written request by a Property

Owner, the City will execute an estoppel certificate to any third party certifying that this Agreement has not been amended or altered (except as described in the certificate) and remains in full force and effect, and that such Property Owner is not in default of the terms of this Agreement (except as described in the certificate), and such other matters as may be reasonably requested by the Property Owner. The City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees.

19. **Attorney Fees and Costs.** Subject to the Default provisions of Section 14 above, any and all disputes arising out of or related to the terms and conditions of this Agreement, including the interpretation and validity of the terms herein and the respective rights and obligations of the parties, shall first be negotiated informally in good faith between the parties. If such informal negotiations do not resolve the dispute, the parties shall participate, in good faith, in mediation. If mediation is unsuccessful, then either party may pursue whatever legal remedies may be available, at law or equity, before a court of competent jurisdiction, the losing party to the controversy shall pay to the successful party any and all costs and expenses, including reasonable attorney's fees, investigating such actions, 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 such party and, in addition, such costs and expenses as are incurred in enforcing this Agreement.

20. **Entire Agreement.** Unless expressly provided herein, nothing in this Agreement shall be interpreted to conflict with, replace or waive any requirements, obligations, standards, duties, rights and enforcements afforded to the Parties, provided by and through the NVOZ Zone and Ordinance, and shall be interpreted and presumed by the Parties to be consistent, in harmony with, and incorporated herein with this Agreement. This Agreement and all Exhibits hereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

21. **Headings.** The captions used in this Agreement are for convenience only and a not intended to be substantive provisions or evidences of intent.

22 **No Third-Party Rights/No Joint Venture.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and Property Owner. Further, the Parties do not intend this Agreement to create any third-party beneficiary rights. The Parties acknowledge that this Agreement refers to a private development and that the City has no interest in, responsibility for or duty to any third parties, including but not limited to JSSD or NVSSD, concerning any improvements to the Property unless the City has accepted the dedication of such improvements at which time all rights and responsibilities for the dedicated public improvement shall be the City's.

23. **Assignability.**

23.1 **Transfer to Developers and Sub-developers.** Notwithstanding anything to the contrary in this Agreement, FINCH CREEK or its successor may sell any

portion of the Property to one or more Developers and/or Sub-developers at any time from and after the Effective Date. Each such transferred portion of the Property (each, a “**Development Property**”) shall be developed by the Developer and/or Sub-developer in accordance with and subject to the terms hereof, including, without limitation, the following:

23.1.1 Developer or Sub-developer shall assume in writing for the benefit of the City and Property Owners all of the obligations and liabilities of Property Owners hereunder with respect to the Development Property;

23.1.2 Developer and Sub-developer shall be afforded the rights of Property Owners granted hereunder in respect of the applicable Development Property only, including, without limitation, any rights of Property Owners in and the impact fee credits and/or reimbursements pertaining to such Development Property; provided, however, that unless FINCH CREEK otherwise agrees in writing, Developer and/or Sub-developer shall not, in each case without the prior written consent of FINCH CREEK, which may be granted or withheld in FINCH CREEK’s sole discretion:

(ii) submit any design guidelines to the City in respect to the Development Property and/or propose any amendments, modifications or other alterations to the Design Guidelines or any other design guidelines previously submitted by FINCH CREEK Owners to the City in respect of the Development Property;

(iii) process any Final Plats, site plans or Development Applications for the Development Property and/or propose any amendments, modifications or other alterations of any approved Final Plats, site plans, and/or Development Applications procured by FINCH CREEK for the Development Property; or

(iv) propose or oppose any amendments, modifications or other alterations to this Agreement.

23.1.3 The City agrees not to accept or process any of the foregoing matters from a Developer and/or Sub-developer unless the matter has been approved by the owner of the Development Property.

23.1.4 FINCH CREEK shall not amend, modify or alter this Agreement or the Design Guidelines, or any Final Plats, Development Agreements and/or site plans approved for the Development Property in a manner that would materially interfere with Developer and/or Sub-developer’s rights hereunder in respect of such Development Property, in each case without

Developer and/or Sub-developer's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

24. **Effect of Breach.** Notwithstanding any other provision of this Agreement, no breach or default hereunder, by any Person succeeding to any portion of a Property Owner's obligations under this Agreement shall be attributed to Property Owner. Nor may a Property Owner's rights hereunder be canceled or diminished in any way by any breach or default by any such Person. No breach or default hereunder by a Property Owner shall be attributed to any Person succeeding to any portion of such Property Owner's rights or obligations under this Agreement, nor shall such transferee's rights be canceled or diminished in any way by any breach or default by such Property Owner. During the development of the Project, until final approval of and dedication to the City, Developer, Owners or Owners, and their assigns, transferees, and sub-developers shall maintain the City as an additional named insured where reasonably possible, and without adding unreasonable cost, on any relevant or applicable liability insurance associated with the Project.

25. **Mortgagee Protection.** This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof, including the lien of any Mortgage. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any such Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against any Person that acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise. Notwithstanding the provisions of this Section, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion. If the City receives a written notice from a Mortgagee requesting a copy of any notice of default given to a Property Owner or a Sub-developer and specifying the address for service thereof, then the City shall deliver to such Mortgagee, concurrently with service thereon to the Property Owner or a Sub-developer, as applicable, any notice of default or determination of noncompliance given to the Property Owner or such Sub-developer. Each Mortgagee shall have the right (but not the obligation) for a period of 90 days after the receipt of such notice from the City to cure or remedy the default claimed or the areas of noncompliance set forth in the City's notice. If such default or noncompliance is of a nature that it can only be cured or remedied by such a Mortgagee upon obtaining possession of the Property, then such Mortgagee may seek to obtain possession with diligence and continuity through a receiver or otherwise, and shall within 90 days after obtaining possession cure or remedy such default or noncompliance. If such default or noncompliance cannot with diligence be cured or remedied within either such 90 -day period, then such Mortgagee shall have such additional time as may be reasonably necessary to cure or remedy such default or noncompliance if such Mortgagee commences such cure or remedy during such 90 -day period and thereafter diligently pursues completion of such cure or remedy to the extent possible.

26. **Termination.**

26.1 This Agreement shall be terminated and of no further effect upon the occurrence of any of the following events:

- (i) Expiration of the Term of this Agreement, unless extended as provided in Section 4.3;
- (ii) Completion of the Project in accordance with the Development Entitlements and the City's issuance of all required occupancy permits and acceptance of all dedications and improvements required under the Development Entitlements and this Agreement;
- (iii) Except for the payment of applicable fees and assessments, as for any specific residential dwelling or other structure within the Project, this Agreement shall be terminated for such dwelling or other structure upon the issuance by City of a certificate of occupancy therefore;
- (iv) Entry of final judgment (with no further right of appeal) or issuance of a final order (with no further right of appeal) directing City to set aside, withdraw, or abrogate City's approval of this Agreement,
- (v) The effective date of a party's election to terminate the Agreement as specifically provided in this Agreement, or
- (vi) in the event that Developer or the project are in default, or where material, contractual and developmental obligations are not met, or any deadlines and conditions of this Agreement, and relevant State and Federal Laws not fulfilled or are violated, after appropriate default notices and cure provisions of this Agreement.

26.2 **Notice of Termination.** City shall, upon written request made by Developer or Developer's successor(s) or assign(s) or any Owner to City's Planning Director, determine if the Agreement has terminated with respect to any parcel or lot at the Property, and shall not unreasonably withhold, condition, or delay termination as to that lot or parcel. Upon termination of this Agreement as to any lot or parcel, City shall upon Developer or Developer's successor(s) or assign(s) or any Owner's request record a notice of termination that the Agreement has been terminated. The aforesaid notice may specify, and Developer or Developer's successor(s) or assign(s) and Owners agree, that termination shall not affect in any manner any continuing obligation to pay any item specified by this Agreement. Termination of the Agreement as to any parcel or lot at the Property shall not affect Developer or Developer's successor(s) or assign(s) or any Owner's rights or obligations under any of the Development Entitlements and Subsequent Entitlements, including but not limited to, the General Plan, Specific Plan, Zoning Ordinance and all other City policies, regulations, and ordinances applicable to the Project at the Property. City

may charge a reasonable fee for the preparation and recordation of any notice(s) of termination requested by Developer or Developer's successor(s) or assign(s) or any Owner.

26.3 **Partial Termination.** In the event of a termination of this Agreement with respect of any portion of the Property, any then-existing rights and obligations of the parties with respect to such portion of the Property shall automatically terminate and be of no further force, effect or operation. However, no termination of this Agreement with respect to any portion of the Property or the Project shall affect in any way the parties' rights and obligations hereunder with respect to any other portion of the Property or Project not subject to the termination. Subject to the provisions of the Default Paragraph 14, the expiration or termination of this Agreement shall not result in any expiration or termination of any Entitlement then in existence, without further action of City.

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

28. **Hazardous, Toxic, and/or Contaminating Materials.** Each Owner shall defend and hold the City and its elected and/or appointed boards, officers, agents, employees and consultants harmless from any and all claims, liabilities, costs, fines, penalties and/or charges of any kind whatsoever relating to the existence and removal, or caused by the introduction of hazardous, toxic and/or contaminating materials by such Property Owner on the Project or arising out of action or inactions of Developer, except where such claims, liability costs, fines, penalties and charges are due to the actions of the City or its elected or appointed boards, officers, agents, employees or consultants.

29. **Binding Effect.** If FINCH CREEK or another Property Owner conveys any portion of the Property to one or more Sub-developers, the property so conveyed shall have the same rights, privileges, Intended Uses and configurations, and shall be subject to the same limitations and rights of the City, applicable to such property under this Agreement prior to such conveyance, without any required approval, review, or consent by the City, except as otherwise provided herein.

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

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

32. **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 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.

33. **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.

34. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this Agreement, the City and FINCH CREEK each shall designate and appoint a representative to act as a liaison between the City and its various departments and FINCH CREEK. The initial representative for the City shall be City Manager, or his designee and the initial representatives for FINCH CREEK shall be Marco Diaz. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Agreement and the development of the Project.

35. **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.

36. **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.

37. **Recordation and Running with the Land.** This Agreement shall be recorded in the office of the Wasatch County Recorder. Copies of the City's Vested Laws, **Exhibit D**, shall not be recorded. A secure copy of **Exhibit D** shall be filed with the City Recorder and each Party shall also have an identical copy. 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 Property Owners 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.

38. **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 pursuant to City Policy. This Agreement is approved as to form and is further certified as having been lawfully adopted by the City by the signature of the City Attorney.

39. **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.

40. **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.


41. **Partial Invalidity Due to Governmental Action.** In the event state or federal laws or regulations enacted after the Execution Date of this Agreement, 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, maps 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.

[Signatures appear on the following two pages.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

PROPERTY OWNER

Finch Creek, LLC
Utah limited liability company

By: 
Name: James Stout
Title: Manager

PROPERTY OWNER ACKNOWLEDGMENT

STATE OF UTAH)
)
CITY OF SALT LAKE)

On the 5th day of December, 2022, personally appeared before me James Stout, who being by me duly sworn, did say that he is the Manager of Finch Creek, LLC, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.




NOTARY PUBLIC

CITY

Heber City, a political subdivision of the State of Utah

By: Heidi Franco
Name: Heidi Franco
Its: Mayor



Approved as to form and legality:

Attest:

City Attorney

City Recorder

By: [Signature]

By: Trina N Cooke

CITY ACKNOWLEDGMENT

STATE OF UTAH)
)
CITY OF HEBER) :§.
)

On the 5th day of December, 2022, personally appeared before me Heidi Franco who being by me duly sworn, did say that she is the Mayor of City of Heber, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its governing body.



Trina N Cooke
NOTARY PUBLIC

EXHIBIT A

**TO DEVELOPMENT AGREEMENT FOR FINCH CREEK MIXED USE RESIDENTIAL
DEVELOPMENT**

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN WASATCH COUNTY, UTAH AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: (PARCEL NO.: 00-0007-7847/SERIAL NO.: OWC-0537-0-019-035)

ADDRESS: 3390 N HWY 40, HEBER CITY, UT 84032

COMMENCING AT A POINT HAVING STATE PLANE RECTANGULAR COORDINATES OF X:2022919.84 AND Y:806794.95 (BASED ON THE CONFORMAL PROJECTION, UTAH CENTRAL ZONE); SAID POINT ALSO BEING SOUTH 935.47 FEET AND EAST 1646.19 FEET FROM THE NORTH ONE-QUARTER CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 87°18'04" WEST 515.93 FEET; THENCE NORTH 28°34'26" WEST 129.47 FEET; THENCE NORTH 64°00' EAST 50.0 FEET; THENCE NORTH 18°56'24" WEST 153.68 FEET; THENCE NORTH 68°25'30" EAST 492.04 FEET; THENCE SOUTH 49°00'48" EAST 30.21 FEET; THENCE SOUTH 32°32'13" EAST 96.2 FEET; THENCE SOUTH 52°35'46" WEST 139.24 FEET; THENCE SOUTH 32°30'37" EAST 298.9 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED PROPERTY;

ALL THAT PORTION OF THE THOMAS W. AND PAULA P. ANDERSON PROPERTY, SITUATE IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE 1/4 NE 1/4) OF SECTION NINETEEN (19), TOWNSHIP THREE (3) SOUTH, RANGE FIVE (5) EAST, SALT LAKE BASE AND MERIDIAN, INCLUDED WITHIN A STRIP OF LAND TWENTY-FIVE (25.00) FEET WIDE, TWENTY-FIVE (25.00) FEET RIGHT OR WESTERLY FROM THE CENTER LINE OF THE WASATCH CANAL, FROM STATION 97+22 TO 98+44: BEGINNING AT A POINT IN THE CENTERLINE OF THE WASATCH CANAL (STATION 97+22), AS SAID CENTERLINE IS DEPICTED ON THE ATTACHED EXHIBIT A (ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF), WHICH POINT IS FOUR HUNDRED SEVENTY-SIX AND SEVENTY-NINE HUNDREDTHS (476.79) FEET SOUTH AND ELEVEN HUNDRED AND FIFTY-SIX HUNDREDTHS (1100.56) FEET WEST FROM THE NORTHEAST CORNER OF SAID SECTION NINETEEN (19) (BRASS CAP SET 1976); THENCE SOUTHEASTERLY SIXTY-FOUR AND TWENTY-FOUR HUNDREDTHS (64.24) FEET ALONG THE ARC OF A ONE HUNDRED FORTY (140.00) FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 39°17'21" EAST SIXTY-THREE AND SIXTY-EIGHT HUNDREDTHS (63.68) FEET) TO THE POINT OF REVERSE CURVATURE OF A ONE HUNDRED SEVENTY-TWO AND FIFTY-FIVE HUNDREDTHS (172.55) FOOT RADIUS CURVE; THENCE SOUTHEASTERLY FIFTY-EIGHT AND FIFTY HUNDREDTHS (58.50) FEET ALONG THE ARC OF SAID CURVE TO A POINT (STATION 98+44) ONE THOUSAND TWENTY-SIX AND FOURTEEN HUNDREDTHS (1026.14) FEET WEST AND FIVE HUNDRED

SEVENTY-THREE AND TWENTY-SIX HUNDREDTHS (573.26) FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION NINETEEN (19) (BRASS CAP SET 1976). EXCEPTING THE PORTION THAT LIES WITHIN THE HALL FAMILY PARTNERSHIP TRACT, (ENTRY NO. 185608, RECORDED MARCH 21, 1996, IN BOOK 318, AT PAGE 410, WASATCH COUNTY, UTAH).

THE SIDE BOUNDARIES OF SAID STRIP ARE TO BE SHORTENED OR EXTENDED SO AS TO BEGIN ON SAID NORTHERLY BOUNDARY LINE AND END ON SAID SOUTHERLY BOUNDARY LINE OF SAID PROPERTY BOUNDARY.

SITUATE IN WASATCH COUNTY, STATE OF UTAH.

PARCEL 2: (PARCEL NO.: 00-0021-2027/ SERIAL NO.: OWC-0539-5-019-035)

ADDRESS: NONE ASSIGNED

BEGINNING AT A POINT BEING SOUTH 00°30'30" EAST 1085.37 FEET AND SOUTH 89°53'52" WEST 669.21 FEET FROM THE NORTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 89°53'52" WEST, A DISTANCE OF 466.63 FEET; THENCE SOUTH 42°04'20" WEST, A DISTANCE OF 263.72 FEET TO A POINT ON THE NORTHWEST SIDELINE OF STATE HIGHWAY 40; THENCE NORTH 31°21'37" WEST, ALONG SAID SIDELINE, A DISTANCE OF 402.47 FEET; THENCE NORTH 87°13'09" EAST, A DISTANCE OF 520.38 FEET; THENCE NORTH 32°30'59" WEST, A DISTANCE OF 298.91 FEET; THENCE NORTH 52°35'58" EAST, A DISTANCE OF 139.08 FEET; THENCE NORTH 32°24'17" WEST, A DISTANCE OF 96.36 FEET; THENCE NORTH 49°02'11" WEST, A DISTANCE OF 30.17 FEET; THENCE SOUTH 68°24'44" WEST 515.30 FEET TO A POINT ON THE NORTHWESTERLY SIDELINE OF SAID HIGHWAY 40; THENCE NORTH 24°49'56" WEST, ALONG SAID SIDELINE A DISTANCE OF 150.48 FEET; THENCE NORTH 69°59'05" EAST, A DISTANCE OF 399.34 FEET; THENCE SOUTH 70°20'17" EAST, A DISTANCE OF 104.96 FEET TO THE CENTER LINE OF WASATCH CANAL; THENCE ALONG THE CENTER LINE OF SAID WASATCH CANAL THE FOLLOWING NINE (9) COURSES; (1) SOUTH 62°37'14" EAST 78.81 FEET; (2) SOUTH 39°53'29" EAST 132.39 FEET; (3) SOUTH 55°57'44" EAST 111.02 FEET; (4) SOUTH 43°39'59" EAST 56.24 FEET; (5) SOUTH 32°00'02" EAST 23.20 FEET; (6) SOUTH 20°24'36" EAST 117.27 FEET; (7) SOUTH 41°35'39" EAST 119.93 FEET; (8) SOUTH 24°37'46" EAST 140.91 FEET; (9) SOUTH 33°44'06" EAST 85.31 FEET TO THE POINT OF BEGINNING.

SITUATE IN WASATCH COUNTY, STATE OF UTAH.

PARCEL 3: (PARCEL NO.: 00-0021-2028/ SERIAL NO.: OWC-0539-6-019-035)

ADDRESS: NONE ASSIGNED

BEGINNING AT A POINT BEING SOUTH 00°30'30" EAST 1085.37 FEET AND SOUTH 89°53'52" WEST 669.21 FEET FROM THE NORTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND

RUNNING THENCE SOUTH 89°53'52" WEST, A DISTANCE OF 466.63 FEET; THENCE SOUTH 42°04'20" WEST, A DISTANCE OF 263.72 FEET TO A POINT ON THE NORTHWEST SIDELINE OF STATE HIGHWAY 40; THENCE NORTH 31°21'37" WEST, ALONG SAID SIDELINE, A DISTANCE OF 402.47 FEET; THENCE NORTH 87°13'09" EAST, A DISTANCE OF 520.38 FEET; THENCE NORTH 32°30'59" WEST, A DISTANCE OF 298.91 FEET; THENCE NORTH 52°35'58" EAST, A DISTANCE OF 139.08 FEET; THENCE NORTH 32°24'17" WEST, A DISTANCE OF 96.36 FEET; THENCE NORTH 49°02'11" WEST, A DISTANCE OF 30.17 FEET; THENCE SOUTH 68°24'44" WEST 515.30 FEET TO A POINT ON THE NORTHWESTERLY SIDELINE OF SAID HIGHWAY 40; THENCE NORTH 24°49'56" WEST, ALONG SAID SIDELINE A DISTANCE OF 150.48 FEET; THENCE NORTH 69°59'05" EAST, A DISTANCE OF 399.34 FEET; THENCE SOUTH 70°20'17" EAST, A DISTANCE OF 104.96 FEET TO THE CENTER LINE OF WASATCH CANAL; THENCE ALONG THE CENTER LINE OF SAID WASATCH CANAL THE FOLLOWING NINE (9) COURSES; (1) SOUTH 62°37'14" EAST 78.81 FEET; (2) SOUTH 39°53'29" EAST 132.39 FEET; (3) SOUTH 55°57'44" EAST 111.02 FEET; (4) SOUTH 43°39'59" EAST 56.24 FEET; (5) SOUTH 32°00'02" EAST 23.20 FEET; (6) SOUTH 20°24'36" EAST 117.27 FEET; (7) SOUTH 41°35'39" EAST 119.93 FEET; (8) SOUTH 24°37'46" EAST 140.91 FEET; (9) SOUTH 33°44'06" EAST 85.31 FEET TO THE POINT OF BEGINNING.
SITUATE IN WASATCH COUNTY, STATE OF UTAH.

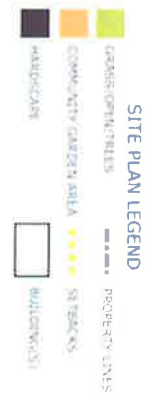
EXHIBIT B
TO DEVELOPMENT AGREEMENT FOR FINCH CREEK MIXED USE RESIDENTIAL
DEVELOPMENT

Site Plan

PROJECT OVERVIEW	
THROWING	1153 SQ FT
THROWING	2,278 SQ FT
TOTAL PARKING	176
TOTAL UNIT COUNT	138

GROSS UNIT COUNT	
STUDIO	1
1-BED	137
TOTAL	138

UNIT TYPE	
STUDIO	1
1-BED	137
TOTAL	138



TOWNHOME SITE PLAN

CONCEPTUAL DESIGN PACKAGE
 FINCH CREEK TOWNHOME DEVELOPMENT - PHASE 1
 12 JULY 2022



EXHIBIT C
TO DEVELOPMENT AGREEMENT FOR FINCH CREEK MIXED USE RESIDENTIAL
DEVELOPMENT
North Fields

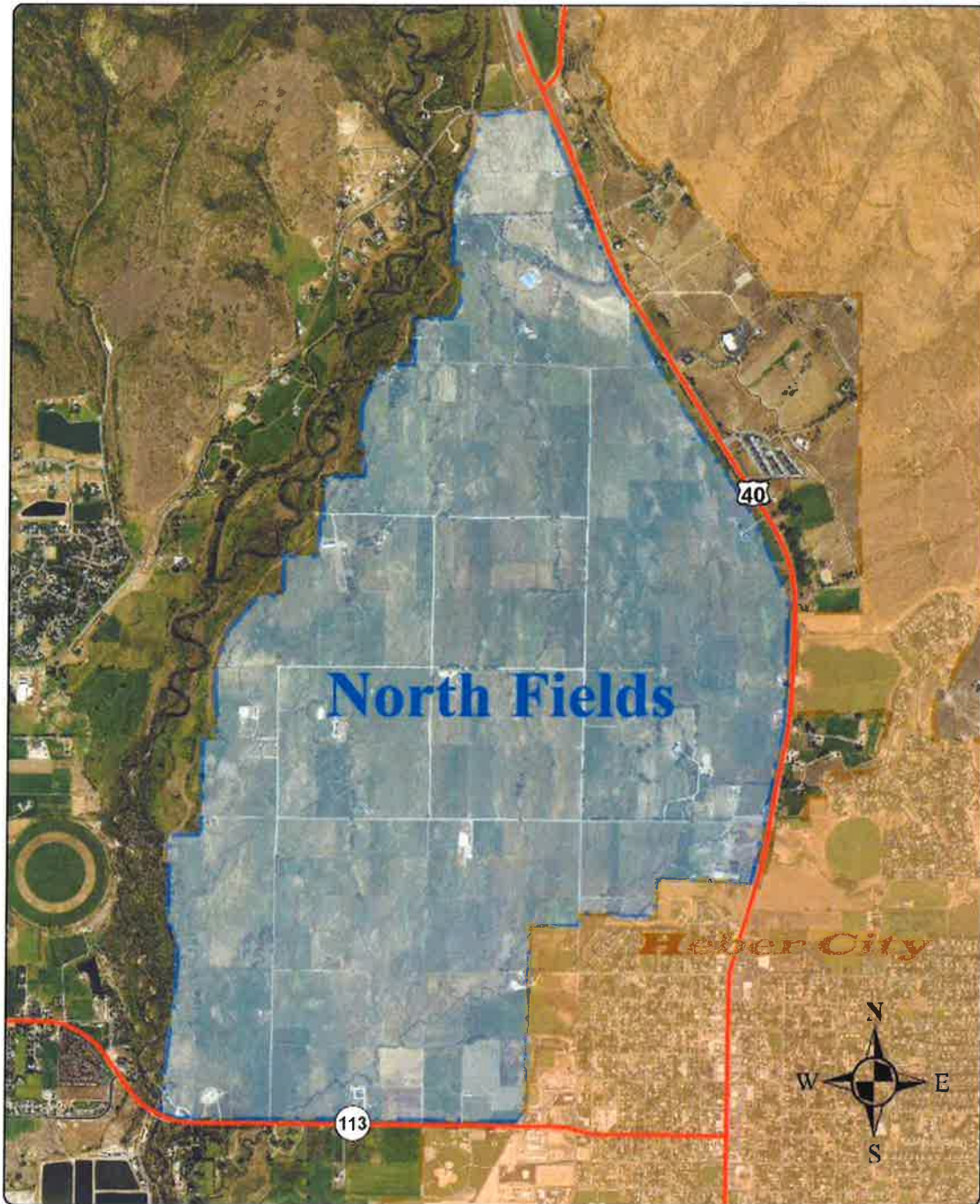


EXHIBIT D
TO DEVELOPMENT AGREEMENT FOR FINCH CREEK MIXED USE RESIDENTIAL
DEVELOPMENT

City's Vested Laws

For the City's Vested Laws, reference the North Village Overlay Zone (NVOZ), adopted by the City Council of Heber City, Utah, in Chapter 18.81 of Heber Municipal Code on March 16, 2021.



Finch Creek





SITE PLAN LEGEND

	GRASS/OPEN/TREES		PROPERTY LINES
	COMMUNITY GARDEN AREA		SETBACKS
	HARDSCAPE		BUILDING(S)

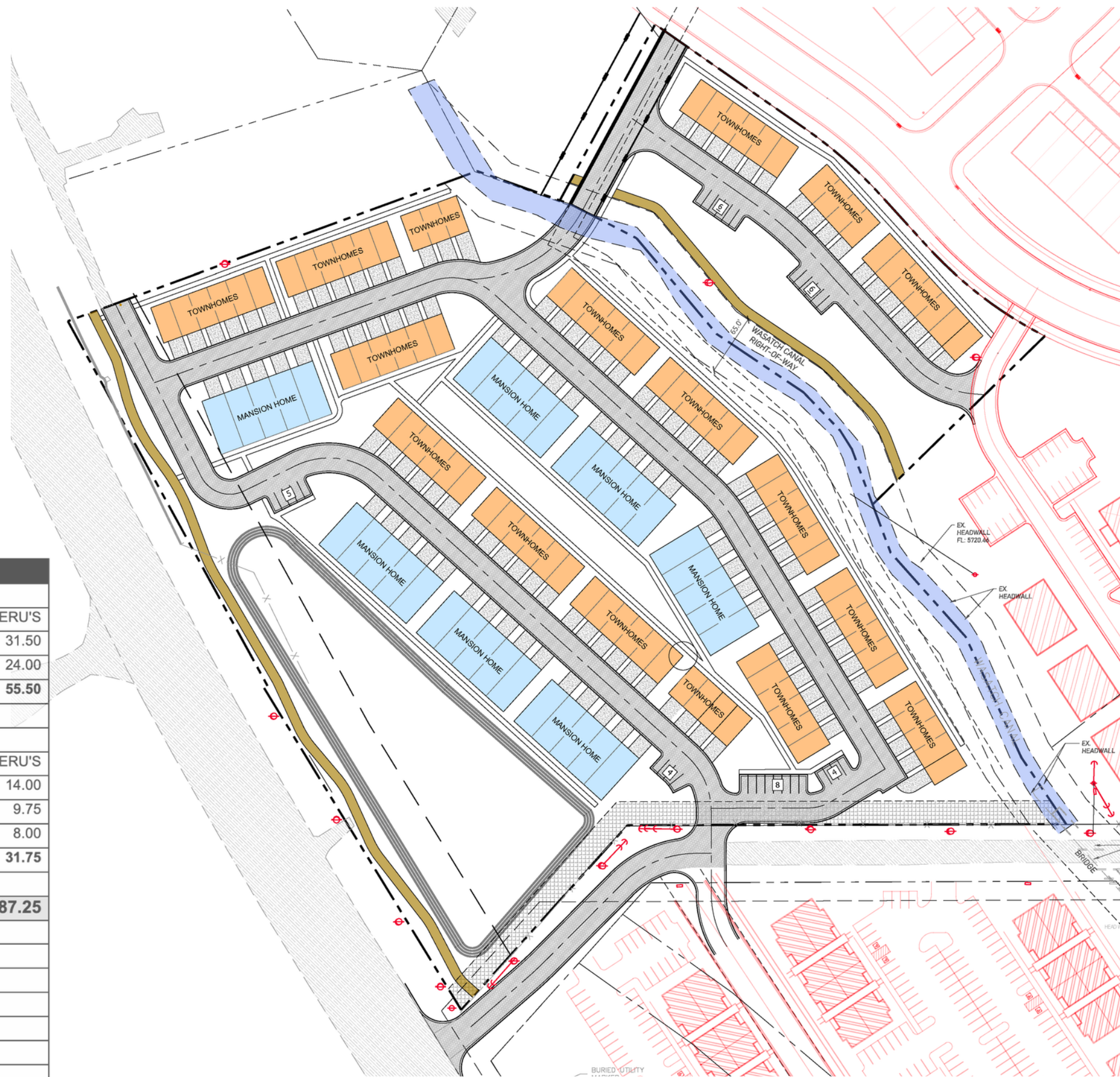
Previously
Approved
Site Plan

PROJECT OVERVIEW		
TOWNHOMES	1155.1 NSF	138 UNITS
TH PARKING	2 PER UNIT	276
V/C PARKING	-	100
TOTAL PARKING		376
TOTAL UNIT COUNT		138

ERU UNIT COUNT			
MARKET RATE ERU'S	11.62 ACRES	6 ERU/ACRE	69.72
LOW INCOME ERU'S	10%		6.97
TOTAL ERU'S			76.69
USAGE			
COMMERICAL ERU'S	5	0.87	4.35
MARKET RATE UNITS	132	0.5	66
LOW INCOME UNITS	6	0.5	3
TOTAL ERU'S			73.35



New Site Plan



DEVELOPMENT SUMMARY	
LOCATION:	HEBER CITY, WASATCH COUNTY
ZONING:	NVOZ, NORTH VILLAGE OVERLAY DISTRICT
SUB-DISTRICT:	UV, UNIVERSITY VILLAGE
INTENDED USE:	TOWNHOMES
PROPERTY SIZE:	604,542 SF / 13.88 ACRES
DENSITY	
BASE:	6.0 ERUS PER GROSS ACRE
TOWNHOME <1,200 SF	0.5 ERU (NOT TO EXCEED 1,200 SQUARE FEET)
TOWNHOME >1,200 SF	0.75 ERU (NOT TO EXCEED 1,600 SQUARE FEET)
BUILDING FOOTPRINT:	129,777 SF (21%)
HARD SURFACE AREA:	163,250 SF (27%)
LANDSCAPE AREA:	311,515 SF (52%)
SETBACKS	
FRONT:	10' TO 20'
SIDE:	0' BETWEEN UNITS, 15' BETWEEN BLDGS
REAR:	15' (ON ALLEY IS 5')
BUILDING UNITS:	6 UNITS MAX.
PARKING:	
	REAR YARD - ALLEY LOADING
	0.25 STALLS PER UNIT
	130 UNITS * 0.25 = 32.50 STALLS
	33 STALLS PROVIDED

PROJECT OVERVIEW				
ALLEY LOAD				
UNIT	ACTUAL SF	ERU	COUNT	TOTAL ERU'S
1200 SF UNIT	1,182	0.50	63	31.50
1600 SF UNIT	1,595	0.75	32	24.00
TOTAL				55.50
MANSION HOMES				
UNIT	ACTUAL SF	ERU	COUNT	TOTAL ERU'S
END UNIT	2,226	1.00	14	14.00
INTERIOR UNIT	1,530	0.75	13	9.75
MIDDLE UNIT	1,644	1.00	8	8.00
TOTAL				31.75
GRAND ERU TOTAL				87.25
PARKING				
TH Garage Parking			260	
TH Driveway Parking			260	
TH Guest Parking			33	
GRAND TOTAL PARKING				553





PROJECT OVERVIEW		
TOWNHOMES	1155.1 NSF	138 UNITS
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PARKING				
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TH Driveway Parking			260	
TH Guest Parking			33	
GRAND TOTAL PARKING			553	

Alley Load Townhomes







Exceptions

Landscaping

Trees Required: 275 Provided: 174

Reduction: 101

Shrubs Required: 686 Provided: 295

Reduction: 391

Glazing

Reduction Request of 3%

Nightly Rentals

No requirement, would like the option





Landscaping Plan



DEVELOPMENT SUMMARY

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PARKING:	
	REAR YARD - ALLEY LOADING
	0.25 STALLS PER UNIT
	130 UNITS * 0.25 = 32.50 STALLS
	33 STALLS PROVIDED

LEGEND

- = PROPOSED VEGETATION
- = PROPOSED ASPHALT PAVEMENT
- = PROPOSED SODDED AREA
- = PROPOSED ASPHALT TRAILWAY

LANDSCAPE SUMMARY

LANDSCAPING REQUIREMENTS:

TREE REQUIREMENT:
20 TREES PER 1 ACRE OF PROJECT
(20 * 13.71 AC) = REQUIRED 274.2 = 275 TREES - PROVIDED 173

SHRUB REQUIREMENT:
50 SHRUBS ARE REQUIRED PER 1 ACRE OF PROJECT
(50 * 13.71 AC) = REQUIRED 685.5 = 686 SHRUBS - PROVIDED 295

(686 - 412 (60% GRASS OR PERENNIAL) = 274 SHRUBS

2 ORNAMENTAL GRASSES OR PERENNIALS COUNT AS 1 SHRUB FOR UP TO 60% OF REQUIRED SHRUBS
(686 * 0.60) = 411.6 = 412

Thank You.

James Stout

JamesS@Stoutllc.com

801.390.8841



From: Morgan Murdock <mmurdock@heberut.gov>

Sent: Wednesday, April 1, 2026 9:25 AM

To: Heidi Franco <hfranco@Heberut.gov>

Subject: Tribute to Travis Biggs

Mayor Franco,

I emailed Chandra and Matt and asked them to provide some thoughts/memories about Travis and I received this tribute from Chandra Gremler (Airport Office Administrator). I think it would be very appropriate to take a few minutes at the beginning of the City Council meeting to read this (or to ask Chandra if she would like to read it). I think a Mayor's award would be very appropriate for his years of service. (Also, Matt has asked Cherie to provide dates and jobs at airport.)

From Chandra:

"Here is my contribution honoring Travis Biggs:

It's important to acknowledge something up front: being an Airport Manager is not for the faint of heart. In fact, there's a running joke in the industry that airport managers are always wrong... especially when they're right. And somehow, Travis managed to navigate that reality with a level of patience, integrity, and humor that few could match.

Because the truth is, managing an airport means wearing a lot of hats. You're the problem solver, the negotiator, the planner, the responder and occasionally the one everyone looks to when something goes wrong... even if you were the last person consulted on the decision in the first place. There's also a belief that airport managers can give users exactly what they ask for and it will still never be enough. And yet, day after day, Travis showed up committed to finding that "win-win," even in situations that were anything but simple.

If you ask what the job really looks like, one perspective sums it up well: managing an airport is like trying to plug the holes in a leaking boat with your fingers and toes. There are

always more problems than you have hands to fix them, and you just hope you can keep things afloat until tomorrow. Through it all, Travis didn't just keep the boat afloat he kept it moving forward.

What many may not fully realize is the level of dedication behind the scenes. Travis gave his time and energy not just to operations, but to the people—hangar owners, subtenants, pilots, and the entire Heber community. He did this while often working independently, juggling constant demands, and navigating the unique challenges that come with airport politics. And through some of the most difficult personal moments in his life, he continued to show up steady, committed, and focused on doing the right thing.

Of course, if you really want to understand Travis, you have to go back to his interview.

When asked, "What does your typical day look like, and how do you measure impact?" there was a moment—

An exhale.

A pause.

A sigh.

(Possibly an eye twitch.)

Then came the answer:

"Well... no two days are the same. There are a lot of moving parts at the airport..."

(Pause... followed by a big smile)

"We need someone organized."

And somehow, that answer captured everything. Because while it's often said that airport managers might get it right 99% of the time and still be remembered for the 1% they miss Travis will be remembered for something entirely different: his honesty, his resilience, and the heart he brought to this role every single day. Travis is, simply put, all heart. His impact on this airport and this community will be felt long after his time here, and while we will certainly miss him, we are incredibly grateful for everything he has given. Thank you, Travis, for your dedication, your integrity, and for keeping the boat afloat—even on the toughest days."



HEBER CITY COUNCIL STAFF REPORT

MEETING DATE: 4/16/26

SUBJECT: Mayor's Award to Debbie Carlin, Heber City Crossing Guard

RESPONSIBLE: Mayor Heidi Franco

SUMMARY

Mayor Franco is so thankful and happy to give Debbie Carlin the Mayor's Award for her selfless and heroic service as a Heber City crossing guard.

Here is her nomination from Sergeant Zac Hendricksen:

From: Zac Hendricksen <zhendricksen@heberut.gov>

Date: April 8, 2026 at 16:10:30 MDT

To: Parker Sever <psever@heberut.gov>

Cc: Branden Russell <brussell@heberut.gov>

Subject: Near Miss for Crossing Guard

Chief,

On the morning of 04/08/2026, crossing guard Debbie Carlin was working her post at 980 South Mill Road. This intersection serves both Old Mill Elementary School and Timpanogos Middle School. While getting ready to stop traffic for several children. As Debbie was entering the roadway, wearing her high-visibility vest and red stop sign, a motorist sped up to try to get through the intersection before Debbie and the children. **Debbie selflessly stepped out in front of the vehicle, while yelling at the children to stay back, and stepped in front of the vehicle, putting her safety before the children.** Thank goodness the motorist stopped, and the children also stopped until verbally informed they could safely cross the roadway.

I found out about this incident several hours later, after the Chief sent me a Facebook post about the incident, and I went to meet with Debbie to find out the facts around the incident. Debbie told me the above information. I informed her I was going to write this up as the chief believed this was worthy of a mayor's award. Debbie got red in the face and repeatedly told me, "NO." **She informed me she does this job because she cares about the children, not getting an award. This statement furthers why I believe the Chief is correct in this incident being taken seriously as a possible Mayor's award. It's people like this in our awesome community that make Heber City such a great place to work and live.**

Also, unfortunately, the suspect in the case was not able to be identified.

Code Enforcement Sergeant Zac Hendricksen
Heber City Police Department
301 S. Main, Heber City, UT 84032
Office: (435)654.3040
Direct Line: (435)657-7918



NATIONAL DAY OF PRAYER PROCLAMATION FOR HEBER CITY, UTAH

May 7, 2026

Whereas: Days of Prayer have a long history in America starting with the Pilgrims and Jamestown, Virginia, when “back in 1668, the Virginia House of Burgesses passed an ordinance stating: ‘The 27th of August appointed for a Day of Humiliation, Fasting and Prayer, to implore God’s mercy,’ ” and;

Whereas: “On April 15, 1775, just four days before the Battle of Lexington, the Massachusetts Provincial Congress, led by John Hancock, declared: “In circumstances dark as these, it becomes us, as men and Christians, to reflect that, whilst every prudent measure should be taken to ward off the impending judgments...the 11th of May next be set apart as a Day of Public Humiliation, Fasting and Prayer...to confess the sins...to implore the Forgiveness of all our Transgression’ ” and;

Whereas: “On May 15, 1776, General George Washington ordered: “The Continental Congress having ordered Friday the 17th instant to be observed as a Day of Fasting, Humiliation and Prayer, humbly to supplicate the mercy of Almighty God, that it would please Him to pardon all our manifold sins and transgressions, and to prosper the arms of the United Colonies, and finally establish the peace and freedom of America upon a solid and lasting foundation; the General commands all officers and soldiers to pay strict obedience to the orders of the Continental Congress; that, by their unfeigned and pious observance of their religious duties, they may incline the Lord and Giver of victory to prosper our arms”,

(https://www.nationaldayofprayer.org/about/history_of_prayer_in_america) and;

Whereas: many United States Presidents and other national leaders have proclaimed and recognized a ‘National Day of Prayer’ over the last 250 years since America’s Founding; and **1st Chronicles 16:24 is the theme for this year’s National Day of Prayer, “Declare his glory among the heathen; his marvellous works among all nations,”** therefore;

I, Heidi Franco, Mayor, proclaim May 7, 2026 as ‘National Day of Prayer’ in Heber City, Utah; and encourage all citizens to be thankful to God for our blessings, our peace, and protection in our beautiful City and Valley; and pray that God will guide the leaders of this world to make peace, and bless us individually with peace.

HEBER CITY CORPORATION
75 North Main Street
Heber City, UT 84032
Heber City Council Meeting
April 14, 2026

DRAFT Minutes

6:00 p.m. Closed Meeting
7:30 p.m. Regular Meeting

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

Mayor Franco called the meeting to order at 6:02 p.m.

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

Motion: Council Member Ostergaard moved to enter Closed Meeting.

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.**

The Heber City Council entered a Closed Meeting at 6:02 p.m.

1. Discuss the character, professional competence, or physical or mental health of an individual - *60 min*

Motion: Council Member Cheatwood moved to end the Closed Meeting.

Second: Council Member Murdock made the second.

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

Voting No: None.

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

The Closed Meeting adjourned at 8:55 p.m.

II. REGULAR MEETING - 7:30 P.M.

Mayor Franco called the meeting to order at 9:04 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
City Engineer Russ Funk
Finance Manager Sara Jane Nagel
City Recorder Trina Cooke
Chief of Police Parker Sever
Public Works Director Matthew Kennard
Parks and Cemetery Manager Brandon Puett
Fleet Manager Preston Hicken
Airport Administrative Assistant Chandra Grimler

Staff Participating Remotely: IT Director Anthon Beales, Human Resource Manager Cherie Ashe, City Attorney Jeremy Cook, Public Works Kayden Giles, Public Works Kyle Mair, Deputy City Recorder Andrew Conley, Public Works Foreman Chris Pederson, Engineering Administrative Assistant Desiree Muheim, Payroll Technician Lynsee Sulser, Planning Administrative Assistant Meshelle Kijanen, Public Works Foreman Riley Fairbourn, and Accounting Technician Wendy Anderson.

Also Present: Jim Church, Sandra Brower, Bart Munteer, Anjie Kennard, Chandra Gremler, David Gremler, Tracy Taylor, Patty Sprunt, Mark Sprunt, Sarah Duncan, Joshua Jewkes, Si Hutt, Grace Doerfler, Gaylyn Latimer, Jeffrey Pierce, Jim Christensen, Heidi Harmon, Corey Noyes, Barry Milkovich, Bridget Whiting, Tammy Mair, Dawn Stanphil, Cynthia Theobald, Carron Taylor, Julie Guin, Linda Middleton, Jessica Broadhead, Michele Munteer, Bart Munteer, Jami Hewlett, Mike Hewlett, Jenna Strom, Jessica Turner, Dan L Grak, and others who did not sign in or whose handwriting was illegible.

Also Attending Remotely: (names are shown as signed-in online) Brent Haight, Rage Kage, Ryan, Scott Phillips, zach. A, AB, Addison, Alexandra, Alonso, Anne, ATC, Austin, B, Brandon, CAMS, CB, Citizen, Cm, CT, Deb, Del Barney, DK, Frank, Gene Field, Grace Doerfler KPCW, In my PJ's, J Smith, Jamie Hewlett, Jeb-buh-dia, Jen, Jessica, Jm, John, JR, Kathy Carr, Kelli, Kevin, Kevin Payne, KJB, L. Dinga, Laurie Gagan, Lori Rutland, Luara, Missy Maughan, Mn, MTN, Nick Lopez, PM, RWC, Stephen, Tanner Sansom, and TC.

1. Consider Renewal of City Manager Employment Agreement (Jeremy Cook, City Attorney, Sid Ostergaard, Council Member, Aaron Cheatwood, Council Member)

Mayor Franco called the meeting to order at 9:04 p.m. and welcomed everyone present.

City Attorney Jeremy Cook explained that the City Manager's employee agreement needed to be reconsidered every three years.

Motion: Council Member Barney moved to extend the public comment period to 15 minutes with the understanding that people who had already had the opportunity to comment allow others to go first. She asked that everyone remain respectful.

Second: Council Member Cheatwood made the second.

Discussion: Council Member Johnston wanted everyone to know that all the public comments received by the City Council had been read and social media posts had been seen. He added that the staff that worked with Mr. Brower had submitted dozens of emails as well. He felt Mr. Brower had been an excellent City Manager.

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

Voting No: None.

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

Mayor Franco reminded everyone present of the Rules of Order that stated no clapping, whistling, or signs were allowed. She opened the public comment period at 9:15 p.m.

Patty Sprunt had prepared a tax analysis to better understand the tax impact of employing a city manager on the local taxpayers. She had compared dollars paid per household by city for the cost of a City Managers salary divided by household. She felt Heber City residents were paying substantially more by household for the City Manager based on the household income in Heber.

Tammy Mair had previously worked for Heber City for 17 years at the Police Department. She recalled the arrival of City Manager Matt Brower, who stated his intention to stay with the City for only four years. She referred to articles from previous cities where Mr. Brower had worked and said she did not know if they were true but encouraged the public to look into it. She recognized the beautiful Main Street Park but wanted to know how it had been paid for. She noted there was no parking and said she had heard that certain businesses were being paid to allow public parking. She felt that as a taxpayer, she had the right to know this. She referred to an individual coming out of a meeting in 2022 with a job and higher pay.

Linda Middleton felt there was a history in this country of flawed contract negotiations that benefited the few while laborers died of poor health conditions, no childcare, and their families disintegrated. She proposed that all the terms proposed in the City Managers contract be extended to all City employees, and if the City couldn't do that

for every City employee, the contract should not be renewed for the City Manager. She felt the City's economy would boom if all the employees were paid as much as the City Manager and she said she was in. She compared the contract to a sports team coach contract and felt the Council did not know what the future held. She asked the Council to consider that the choice was being taken away from the taxpayers.

Heidi Harmon agreed with previous speakers that it was unfair for one worker to get all of the benefits. She wanted a City Manager that was pro open space, limiting building. She said that everyone that lived in Heber City had moved here for a reason, and now it was a metropolis like Park City junior. She did not feel that the current City Manger was what the citizens wanted. They wanted open spaces.

Mike Hewlett acknowledged that the citizens did not get to choose the City Manager but recalled the election where Mayor Franco and Council Members Murdock and Barney had been elected. He liked the vision of Mayor Franco and Council Members Murdock and Barney for Heber and what they stood for. He had not chosen for this beautiful town to turn into West Valley City. He felt that Mr. Brower had been with the City for eight years and that was plenty of time. He called the City's relationship with Matt Brower abusive and proposed the City move on. He suggested there were tens or thousands of other candidates out there and felt there should be term limits

Si Hutt, President of the Heber Valley Intermountain Health hospital, had worked with Mr. Brower on many occasions. He noted that Mr. Brower acted as the City's Executive to carry out the will of the Council. He had found Mr. Brower to be highly professional, and excellent to work with. Mr. Hutt called Mr. Brower a straight-shooter and felt he was a good leader and representative of the City. He added that Mr. Brower worked well with the business community and had a good vision.

Council Member Johnston explained that Matt Brower worked for the Heber City Council and not the citizens. He noted that Mr. Brower oversaw a staff of good people and dozens of them had taken the time to email the Council in support of their City Manager Matt Brower. None of the emails from staff were negative in nature. All emails received by Council had been supportive of Matt Brower. He recognized the displeasure of many of the residents present and asked their dissatisfaction be directed to the Council rather than the City Manager. He felt Mr. Brower had been a fabulous City Manager and said that the Council planned to renew his contract that night.

Motion: Council Member Johnston moved to approve the current contract for Matt Brower for 3 more years, at his current salary.

Second: Council Member Ostergaard made the second.

Discussion: Council Member Barney asked the residents to behave respectfully and let the Council speak. She felt the online behavior that was harmful to staff, Council, or their families was unacceptable. Mayor Franco acknowledged the higher-stakes issues at hand and invited residents to speak with her and members of the Council individually. Council Member Cheatwood had the opportunity to interview and hire

many executives throughout his career. He said there were many executive roles that made far more money than Mr. Brower did, or who did less work or were less efficient, and would still take all the credit for themselves. He noted that Mr. Brower willingly gave credit to his staff for successes while taking the blame for himself when not succeeding. His experience was that Mr. Brower did an amazing job. Council Member Cheatwood recognized there had been different experiences between Council Members and Matt Brower. He appreciated Mr. Brower's willingness to communicate and had found that Mr. Brower was particularly good at taking feedback. Council Member Cheatwood looked forward to working more closely going forward. He thanked the public for their comments and appreciated the feedback. He felt the public engagement was invaluable. Council Member Murdock also thanked everyone for participating in the meeting and acknowledged that the Council had received both positive and negative feedback regarding Mr. Brower. He appreciated what Mr. Brower had done for the City and what he would continue to do. Council Member Barney said she could echo everything said by the Council about the community engagement. She noted the change in participation since her first time attending a Council Meeting and expressed her appreciation. She said she had witnessed videos of threats being made against the City Manager and felt it was wrong. She appreciated Matt Brower and had been grateful to him. Mr. Brower had never been rude or disrespectful to her and she called him the consummate professional. She had seen some concerns and felt she was the minority. She thanked those voices that shared with her respectfully and asked the public to not participate in disrespectful tactics or threats. She felt it was not a matter of free speech but rather downright bullying to do so. Council Member Barney expressed her love for the community. She believed in the process and felt she was a steward that was elected by the citizens. She realized there were some changes needed. Council Member Barney said her vote that night was not because she did not like Mr. Brower but rather because she was doing her job the way she felt she was supposed to. Mayor Franco said she had the longest experience with Mr. Brower at eight years and, until certain issues were resolved, she had her own reasons for her vote.

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

Voting No: Council Member Barney and Mayor Franco

The **Motion Passed, 4-2.**

III. ADJOURNMENT:

Motion: Council Member Cheatwood moved to adjourn.

Second: Council Member Murdock made the second.

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

Voting No: None.

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

The meeting adjourned at 9:46 p.m.

Trina Cooke, City Recorder

PETITION SUBMISSION TO HEBER CITY COUNCIL

Subject: Do not renew City Manager Matt Brower's contract in April 2026

Submitted by: Bridget Whiting, on behalf of concerned residents of Heber Valley

Total Signatures: 335 (Wasatch County)

Date Submitted: 4/14/26

Statement:

This petition represents community members requesting that the Heber City Council carefully consider the non-renewal of the current City Manager's contract.

These signatures reflect genuine concern from residents and stakeholders regarding accountability, transparency, and leadership decisions that directly impact the future of our community.

We respectfully ask that these voices be formally acknowledged and taken into consideration as part of the decision-making process.

Signatures continue to be collected and reflect ongoing and growing community engagement.

Petition Link: <https://c.org/bQ8bmYHxT9>



Name	City	State	Postal Code	Country	Signed On
Community Member Heber Valley				United States	2026-03-12
Kimberly Sweat	Heber City	UT	84032	United States	2026-03-12
Dana graham	Midway	UT	84049	United States	2026-03-12
Jami Hewlett	Heber City	UT	84032	United States	2026-03-12
Heidi Harmon	Heber City	UT	84032	United States	2026-03-12
Sam Torgerson	Salt Lake City	UT	84129	United States	2026-03-12
Catherine Moore	West Valley City	UT	84120	United States	2026-03-12
jane doe	Sandy	UT	84070	United States	2026-03-12
durr hehem	Charlotte	NC	28210	United States	2026-03-12
Jella Santiago	Carmel	IN	46033	United States	2026-03-12
Barry Milkovich	Midway	UT	84049	United States	2026-03-13
Sandra Vargas	Bullhead City	AZ	86426	United States	2026-03-13
Linda Lee	Salt Lake City	UT	84123	United States	2026-03-13
Caroline Needha	Farmington	UT	84025	United States	2026-03-13
Jonathan Pagan	Newnan	GA	30263	United States	2026-03-13
Adam Winget	Ogden	UT	84403	United States	2026-03-14
Nathaniel Leishrr	Salt Lake City	UT	84115	United States	2026-03-14
Eridany Hernand	West Jordan	UT	84084	United States	2026-03-14
kiarah davis		UT	84043	United States	2026-03-14
Lianet Reyes	Panama City	FL	32405	United States	2026-03-14
Daphanie Boged	West Jordan	UT	84088	United States	2026-03-15
mandana sarvgh	Sandy	UT	84093	United States	2026-03-15
Sofia Florenboy	Dallas	TX	75270	United States	2026-03-15
Savannah Palme	Heber City	UT	84032	United States	2026-03-16
Nick Rowe	Salt Lake City	UT	84109	United States	2026-03-16
Leah hallows	Heber City	UT	84032	United States	2026-03-18
Jenna Strom	Heber City	UT	84032	United States	2026-03-18
Jhoanna Rodrigu	Heber City	UT	84032	United States	2026-03-18
Larry Weihing	Heber City	UT	84032	United States	2026-03-19
Michael jones	Heber City	UT	84032	United States	2026-03-19
Alec Sargent	Heber City	UT	84032	United States	2026-03-19
Cindy Galli	Heber City	UT	84032	United States	2026-03-19
Robert Struwe	Heber City	UT	84032	United States	2026-03-19
Lois Martino	Heber City	UT	84032	United States	2026-03-19
Brian LeClair	Heber City	UT	84032	United States	2026-03-19
Kollette Chamber	Heber City	UT	84032	United States	2026-03-19
Mike Kinsinger	Heber City	UT	84032	United States	2026-03-19
Steve Phillips	Midway	UT	84049	United States	2026-03-19
Gina luke	Heber City	UT	84032	United States	2026-03-19
Dolly Pinter	Heber City	UT	84032	United States	2026-03-19
Naomi Bown	Midway	UT	84049	United States	2026-03-19
Desteny Tingey	Heber City	UT	84032	United States	2026-03-19
Sadie Anderson	Wallsburg	UT	84082	United States	2026-03-19
Travis Visentin	Heber City	UT	84032	United States	2026-03-19
Meschelle Monto	Heber City	UT	84032	United States	2026-03-19

Diane Pope	Midway	UT	84049	United States	2026-03-19
Rachel Mitchell	Heber City	UT	84032	United States	2026-03-19
Edward Petters	Orem	UT	84057	United States	2026-03-19
Legz For daze	Salt Lake City	UT	84012	United States	2026-03-19
Carolyn Schneider	Heber City	UT	84032	United States	2026-03-19
Brianne Field	Heber City	UT	84032	United States	2026-03-19
Ellie Novelli	Heber City	UT	84032	United States	2026-03-19
deb stenger	Heber City	UT	84032	United States	2026-03-19
Marge Bowen	Heber City	UT	84032	United States	2026-03-19
Jenifer Tringham	Heber City	UT	84032	United States	2026-03-19
Wendy Gardner	Heber City	UT	84032	United States	2026-03-19
Alexandra Folme Daniel		UT	84032	United States	2026-03-19
Lindy Reioux	Heber City	UT	84032	United States	2026-03-19
Mary Williams	Heber City	UT	84032	United States	2026-03-19
Carrie Bay	Heber City	UT	84032	United States	2026-03-19
Chuck Dews	Heber City	UT	84032	United States	2026-03-19
Michael Widders				United States	2026-03-19
Patty Sprunt	Heber City	UT	84032	United States	2026-03-19
Dale James	Heber	UT	84032	United States	2026-03-19
Craig Bounous	Heber City	UT	84032	United States	2026-03-19
Kelli Gomez	Heber City	UT	84032	United States	2026-03-19
Vivis King	Sandy Utah	UT	84094	United States	2026-03-19
jen Evans	West Jordan	UT	84084	United States	2026-03-19
Christie Wilkes	Heber City	UT	84032	United States	2026-03-19
Sarah Martinez	Mission	TX	78572	United States	2026-03-20
Olivia Grant	South Jordan	UT	84009	United States	2026-03-20
Daniel Krivanec	Centerville	UT	84014	United States	2026-03-20
Meranie Karren	Heber City	UT	84032	United States	2026-03-20
Katrina Berg	Midway	UT	84049	United States	2026-03-20
Gabe Gubler	Heber City	UT	84032	United States	2026-03-20
Brittany Gubler	Heber City	UT	84032	United States	2026-03-20
Echo Neal	Heber City	UT	84032	United States	2026-03-20
Tom Johnson	Heber City	UT	84032	United States	2026-03-20
Jessica Shepher	Heber City	UT	84032	United States	2026-03-20
Jacqueline Jame	Heber City	UT	84032	United States	2026-03-20
Teressa Burnhar	Heber City	UT	84032	United States	2026-03-20
Naomi Hammon	Heber City	UT	84032	United States	2026-03-20
Jody Summers	Heber City	UT	84032	United States	2026-03-20
Ava Treu	Heber City	UT	84032	United States	2026-03-20
merry cardenas	Salt Lake City	UT	84123	United States	2026-03-20
Stephanie Lee	SALT LAKE CITY	UT	841061308	United States	2026-03-20
Danielle delano	Salt Lake City	UT	84104	United States	2026-03-20
Macy Risto	Midway	UT	84049	United States	2026-03-20
Josh Giles	Heber City	UT	84032	United States	2026-03-20
Marisia Hanson	Salt Lake City	UT	84116	United States	2026-03-21
Aaron Peterson	Magna	UT	84044	United States	2026-03-21

Robin Ellis	Sandy	UT	84094	United States	2026-03-21
Jay Winter	West Jordan	UT	84088	United States	2026-03-21
Mahonri Helquist	Salt Lake City	UT	84106	United States	2026-03-21
Natalie Beales	Eagle Mountain	UT	84005	United States	2026-03-21
Cindy Martinez	Kamas	UT	84036	United States	2026-03-21
Rylee Loeser	Salt Lake City	UT	84138	United States	2026-03-21
Alan Johnson	Kaysville	UT	84037	United States	2026-03-21
Mark Beaver	Salt Lake City	UT	84116	United States	2026-03-21
Travis Heckel	Heber City	UT	84032	United States	2026-03-22
Boyd Llewelyn	Midway	UT	84049	United States	2026-03-22
Pam Shriver	Heber	UT	84032	United States	2026-03-22
John Bryer	Midway	UT	84049	United States	2026-03-22
Millia Ramirez	Stephens City	VA	22655	United States	2026-03-22
Shelby Giles	Heber City	UT	84032	United States	2026-03-22
Julianne Schultz	Midway	UT	84049	United States	2026-03-22
David whipple	Heber City	UT	84032	United States	2026-03-22
Anastasia Jacob	Heber City	UT	84032	United States	2026-03-22
Cynthia Theobak	Heber City	UT	84032	United States	2026-03-22
Julie LeSueur	Heber City	UT	84032	United States	2026-03-22
Jill Kasper	Heber	UT	84032	United States	2026-03-22
SUSAN STEINKI	Midway	UT	84049	United States	2026-03-22
Kimmy Tolbert	Heber City	UT	84032	United States	2026-03-22
Samantha Moll	Heber City	UT	84032	United States	2026-03-22
Kimberly Montoy	Heber City	UT	84032	United States	2026-03-22
Jennifer Elliott	Orem	UT	84057	United States	2026-03-22
Pamela Blum	Heber City	UT	84032	United States	2026-03-22
Aubrey Hoopes	Heber City	UT	84032	United States	2026-03-22
David and	Heber City	UT	84032	United States	2026-03-22
Ruth Felker	Heber City	UT	84032	United States	2026-03-22
Marianne Maltmæ	Heber City	UT	84032	United States	2026-03-22
Rodney Woolley	Heber City	UT	84032	United States	2026-03-22
Barbara Norris	Heber	UT	84032	United States	2026-03-22
Sami Bennett	Heber City	UT	84032	United States	2026-03-22
Harlie Boyden	Heber City	UT	84032	United States	2026-03-22
Randi Stephens	Heber	UT	840362	United States	2026-03-22
kim Norris	Heber City	UT	84032	United States	2026-03-22
Douglas Stober	Heber City	UT	84032	United States	2026-03-22
Jennifer Petrocel	Daniel	UT	84032	United States	2026-03-22
Madison Rockhill	Heber City	UT	84032	United States	2026-03-23
JAIME PATRIGI	Ogden	UT	84401	United States	2026-03-23
Christopher Taylor	Salt Lake City	UT	84115	United States	2026-03-23
Kyrsti Black	Heber	UT	84032	United States	2026-03-23
Terri Bronson	Heber City	UT	84032	United States	2026-03-23
Candace Hender	Midway	UT	84049	United States	2026-03-23
Savannah Gaffin	Saratoga Springs	UT	84045	United States	2026-03-23
Danielle lecher	Heber City	UT	84032	United States	2026-03-23

Barbara Pokrin	Heber City	UT	84032	United States	2026-03-23
Ashley morrow	Heber City	UT	84032	United States	2026-03-23
Jerzy Mitchell	Riverton	UT	84065	United States	2026-03-23
Kristen Nielsen	Heber City	UT	84032	United States	2026-03-23
Tiffany McClellar	Heber City	UT	84032	United States	2026-03-23
Lisa McDougale	Midway	UT	84049	United States	2026-03-23
NaTaya Nelson	Salt Lake City	UT	84123	United States	2026-03-23
Tabatha Benzler	Heber City	UT	84032	United States	2026-03-23
Sandra Luke	Draper	UT	84020	United States	2026-03-23
s matt	Highland	UT	84003	United States	2026-03-23
Abbi Probst	Heber City	UT	84032	United States	2026-03-23
Shelly Eldredge	Heber City	UT	84032	United States	2026-03-23
Stefanie Grady	Daniel	UT	84032	United States	2026-03-23
Brandon Griffin	Heber City	UT	84032	United States	2026-03-23
Sheralun Chamb	Wallsburg	UT	84082	United States	2026-03-23
Ian Ferguson	Heber City	UT	84032	United States	2026-03-23
Ariana Begay	Pleasant Grove	UT	84062	United States	2026-03-23
Nicole Ferguson	Heber City	UT	84032	United States	2026-03-23
Bailey Williams	Kaysville	UT	84037	United States	2026-03-23
Maria Hayes	Heber	UT	84032	United States	2026-03-23
Michelle Stevens	Heber City	UT	84032	United States	2026-03-23
LISA VAN ORM	Salt Lake City	UT	84103	United States	2026-03-23
Renee Van De M	Heber City	UT	84032	United States	2026-03-23
Bob Brandt	Heber City	UT	84032	United States	2026-03-23
LuAnn Brandt	Heber City	UT	84032	United States	2026-03-23
Becky Johnson	Heber City	UT	84032	United States	2026-03-23
Wylie Larsen	Heber City	UT	84032	United States	2026-03-23
Amy Van Wagon	Heber City	UT	84032	United States	2026-03-23
Connie Doan	Heber City	UT	84032	United States	2026-03-23
Jennifer Dikes	Heber City	UT	84032	United States	2026-03-23
Ashlee Bolinder	Heber City	UT	84032	United States	2026-03-23
Brandie Mahone	Heber City	UT	84032	United States	2026-03-24
Tyson Royall	Heber City	UT	84032	United States	2026-03-24
Brenna Schaffer	Heber City	UT	84032	United States	2026-03-24
Kaleb Schaffer	Heber City	UT	84032	United States	2026-03-24
anonymous sign	Heber City	UT	84032	United States	2026-03-24
Nikole Givens	Heber City	UT	84032	United States	2026-03-24
Julie Holmes	Heber City	UT	84032	United States	2026-03-24
Darien Whittum	Heber City	UT	84032	United States	2026-03-24
Elizabeth Seiler	Heber City	UT	84032	United States	2026-03-24
Ben Misek	Midway	UT	84049	United States	2026-03-24
Cheyann jepperso	Heber City	UT	84032	United States	2026-03-24
ANGELA DUNN	Midway	UT	84108	United States	2026-03-24
Jonathan Dunn	Midway	UT	84049	United States	2026-03-24
Camille Harper	Seattle	WA	98060	United States	2026-03-24
Brittany Renshav	Heber City	UT	84032	United States	2026-03-24

Raymond Wright	Heber City	UT	84032	United States	2026-03-24
Liz Lange	Heber City	UT	84032	United States	2026-03-24
David Nash	Heber City	UT	84032	United States	2026-03-24
Elisa Rodriguez	Daniel	UT	84032	United States	2026-03-24
Paul Lind	Ogden	UT	84401	United States	2026-03-24
Cristian moreno	Heber City	UT	84032	United States	2026-03-24
Alesia Valentine	Heber	UT	84032	United States	2026-03-24
Lindsay Jacobse	Kamas	UT	84036	United States	2026-03-24
Tiana McCann	American Fork	UT	84003	United States	2026-03-24
Caren Escatel	Salt Lake City	UT	84118	United States	2026-03-24
Vicky Darveau	Daniel	UT	84032	United States	2026-03-24
Jennifer Pederse	Heber City	UT	84032	United States	2026-03-25
Jorge Ramos	Salt Lake City	UT	84115	United States	2026-03-25
Ana Ramirez	Pleasant Grove	UT	84062	United States	2026-03-25
Melissa Young	Heber City	UT	84032	United States	2026-03-25
John young	Heber City	UT	84032	United States	2026-03-25
Tanner Olson	Heber City	UT	84032	United States	2026-03-25
Michele Davis	Heber City	UT	84032	United States	2026-03-25
Kodie Burgener	Heber City	UT	84032	United States	2026-03-25
Neil Richards	Heber City	UT	84032	United States	2026-03-25
Lillian Dixon	Pleasant Grove	UT	84062	United States	2026-03-25
Kim Ransdell	South Jordan	UT	84095	United States	2026-03-25
Lisa Wark	Midway	UT	84049	United States	2026-03-25
Bowdy clyde	Heber City	UT	84032	United States	2026-03-25
Kayc Bradshaw	Heber City	UT	84032	United States	2026-03-25
Craig Jensen	Heber City	UT	84032	United States	2026-03-25
Jodi dep	Midway	UT	84049	United States	2026-03-25
Jim Christensen	South Jordan	UT	84095	United States	2026-03-25
Jean Shumway	Layton	UT	84041	United States	2026-03-26
Carol Harvey	Heber City	UT	84032	United States	2026-03-26
Mike Peters	Heber City	UT	84032	United States	2026-03-26
Joe Tirado	Ogden	UT	84401	United States	2026-03-26
Steve Farr	West Jordan	UT	84088	United States	2026-03-27
Jeremy Roberts	Salt Lake City	UT	84094	United States	2026-03-27
Ginger Baker	Heber City	UT	84032	United States	2026-03-27
Steven Propst	Park City	UT	84098	United States	2026-03-27
ROSE THOMPS	Heber City	UT	84032	United States	2026-03-27
Imran mughal	Salt Lake City	UT	84123	United States	2026-03-27
Tajah Baca	Layton	UT	84041	United States	2026-03-28
Rachel Horne	Lehi	UT	84043	United States	2026-03-28
Thomas Martinez	Heber	UT	84032	United States	2026-03-28
lauryn camp	Boise	ID	83713	United States	2026-03-28
Cleo Bird	Salt Lake City	UT	84129	United States	2026-03-28
Karla Jenkins	Midway	UT	84049	United States	2026-03-28
Melanie Anderso	Layton		84040	United States	2026-03-29
Angie Moon	Salt Lake City	UT	84121	United States	2026-03-29

Steve Stone	Heber City	UT	84032	United States	2026-03-30
Michael B Jordan	Orem	UT	84057	United States	2026-03-30
Liam Dresser	Draper	UT	84020	United States	2026-03-30
Trini Quintana	Salt Lake City	UT	84104	United States	2026-03-30
Ernie Martinez	Roy	UT	84067	United States	2026-03-30
Ashlyn Graves	West Valley City	UT	84119	United States	2026-03-30
Lexi Bennett	Kentucky	KY	40071	United States	2026-03-30
Debbie Bunker	Heber City	UT	84032	United States	2026-03-30
Ghelsi Davis	Salt Lake City	UT	84106	United States	2026-03-30
Carol Lopez	West Jordan	UT	84088	United States	2026-03-31
Pierre Michel Bat	Auburndale	FL	33823	United States	2026-03-31
Kate Price	Salt Lake City	UT	84189	United States	2026-03-31
Nkwenti Tita	Minneapolis	MN	55429	United States	2026-03-31
Katrina Jensen	Salt Lake City	UT	84103	United States	2026-03-31
Taylor Cram	Orem	UT	84059	United States	2026-03-31
Andrew Lewis	Park City	UT	84098	United States	2026-03-31
Katelyn Peterson	Wallsburg	UT	84082	United States	2026-03-31
Hyke Hasratian	Bountiful	UT	84010	United States	2026-03-31
Madilyn Graffis	Roy	UT	84067	United States	2026-03-31
Jeriboth Argumer	West Jordan	UT	84081	United States	2026-03-31
Gavin Lawrence	Anacortes	WA	98221	United States	2026-03-31
Michèle Galvin	Tampa	FL	33609	United States	2026-03-31
Fabiola Snell	Clearfield	UT	84015	United States	2026-04-01
Kai Wegner	Provo	UT	84604	United States	2026-04-01
Casey Schroader	Layton	UT	84041	United States	2026-04-01
Peyton Stevens	West Valley City	UT	84120	United States	2026-04-01
Clint Collins	Alpine	UT	84004	United States	2026-04-01
Shelly Martinez	Heber City	UT	84032	United States	2026-04-01
Vanette Olsen	Heber City	UT	84032	United States	2026-04-01
Venus Kunze	West Valley City	UT	84120	United States	2026-04-01
Madden Probst	St George	UT	84009	United States	2026-04-01
Robert Faubus	Provo	UT	84604	United States	2026-04-01
Vietor Baird	Provo	UT	89104	United States	2026-04-01
Ryan Patane	Kaysville	UT	84037	United States	2026-04-01
Benjamin Gordor	Mt Pleasant	UT	84647	United States	2026-04-01
David Tovey	Corinne	UT	84307	United States	2026-04-01
Darlene Lefevre	Provo	UT	84606	United States	2026-04-01
Mareella Parsons	Salt Lake City	UT	84121	United States	2026-04-01
Luis Vicente	West Valley City	UT	84120	United States	2026-04-02
Jeri Williams				United States	2026-04-02
wendy rozier	Lehi	UT	84043	United States	2026-04-02
Bri Bendezu	Salt Lake City	UT	84119	United States	2026-04-03
Zenoch Larsen	Salt Lake City	UT	84129	United States	2026-04-03
Angel Vice	Millcreek	UT	84106	United States	2026-04-03
Amber Mitchell	Sparks	NV	89436	United States	2026-04-03
Stephanie Wilco	Midway	UT	84049	United States	2026-04-03

Bridget Whiting	Midway	UT	84049	United States	2026-04-03
Marc Pfau	Heber City	UT	84032	United States	2026-04-03
Edward Cooper	Sunset	UT	84015	United States	2026-04-03
Paul Moore	Heber City	UT	84032	United States	2026-04-03
María R	Salt Lake City	UT	84116	United States	2026-04-03
Carly Hurst	Salem			American Samoa	2026-04-04
Joshua Evans	Salt Lake City	UT	84116	United States	2026-04-04
Milani Cartier	North Salt Lake	UT	84094	United States	2026-04-05
Josephine Reece	Salt Lake City	UT	84107	United States	2026-04-05
Luke Tew	Altamont	UT	84001	United States	2026-04-06
Caley Steele	Salt Lake City	UT	84117	United States	2026-04-06
Michael Babcock Price		UT	84501	United States	2026-04-06
Sam Manzari	Salt Lake City	UT	84129	United States	2026-04-06
Luke Belnap	Heber City		84032	United States	2026-04-07
Brian Lund	Sandy	UT	84094	United States	2026-04-07
Ashraf Rafenodo	Sandy	UT	84070	United States	2026-04-07
Ashley Rutledge	Midway	UT	84049	United States	2026-04-07
Maria Wall	Ogden	UT	84401	United States	2026-04-07
Catherine Moore	Heber City	UT	84032	United States	2026-04-07
Celene Andersor	Salt Lake City	UT	84123	United States	2026-04-07
Bernie Doud	Heber City	UT	84032	United States	2026-04-08
Aisleigh Escobec	Ogden	UT	84404	United States	2026-04-08
Katrina Tatton	Centerville	UT	84014	United States	2026-04-08
Charlie Wyand	Warren	OH	44483	United States	2026-04-08
Sarah Duncan	Heber City	UT	84032	United States	2026-04-08
Bailey McKnight	Heber City	UT	84032	United States	2026-04-08
Mackenzie Webs	Heber City	UT	84032	United States	2026-04-08
Misty Fitzgerald	Heber City	UT	84032	United States	2026-04-08
Brandy Giles	Heber City	UT	84032	United States	2026-04-08
Stephanie Carlsc	Daniel	UT	84032	United States	2026-04-08
Tami wolnik	Heber City	UT	84032	United States	2026-04-08
Jennie Pyper	Heber City	UT	84032	United States	2026-04-08
Shelly Eldredge	Heber City	UT	84032	United States	2026-04-08
Jessica Morris	Heber City	UT	84032	United States	2026-04-08
Brandi Simpson	Heber City	UT	84032	United States	2026-04-08
Chauni North	Heber City	UT	84032	United States	2026-04-08
Talon Davis	Heber City	UT	84032	United States	2026-04-08
Shellie Knotts	Heber	UT	84032	United States	2026-04-08
Sierra Mckenzie	Heber City	UT	84032	United States	2026-04-08
Heather mayoh	Heber City	UT	84032	United States	2026-04-08
Allison Larsen	Heber City	UT	84032	United States	2026-04-09
David Wolnik	Heber City	UT	84032	United States	2026-04-09
Harley Radmal	Heber City	UT	84032	United States	2026-04-09
Brieanna Healey	Heber City	UT	84032	United States	2026-04-09
Josephine Hatch	Heber City	UT	84032	United States	2026-04-09
Josh McKnight	Heber City	UT	84032	United States	2026-04-09

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Destanie Egglest	Heber City	UT	84032	United States	2026-04-09
Faranak Laghael Draper		UT	84020	United States	2026-04-09
Sarah Khan	Salt Lake City	UT	84118	United States	2026-04-09
Jessica Williams	Heber City	UT	84032	United States	2026-04-09
Shima sh	West Jordan	UT	84088	United States	2026-04-09
Kim Donovan	Brighton	CO	80601	United States	2026-04-09
Nanette Shepher	Salt Lake City	UT	84108	United States	2026-04-09
Sadie Young	Wallsburg	UT	84082	United States	2026-04-09
Eileen Elam	Heber City	UT	84032	United States	2026-04-09
Massi Jafarari	Orem	UT	84058	United States	2026-04-09
Tracy Taylor	Heber City	UT	84032	United States	2026-04-09
Fog Tripper	Heber City	UT	84032	United States	2026-04-09
Cindy Blackburn	Midway	UT	84049	United States	2026-04-09
Tammy Mair	Heber City	UT	84032	United States	2026-04-09
Kierra Adair	Heber City	UT	84032	United States	2026-04-09
Lacie Hooper	Heber City	UT	84032	United States	2026-04-09
Karri Stone	Heber	UT	84032	United States	2026-04-09
Shirley Huntsma	Heber	UT	84032	United States	2026-04-09
Nancy Daybell	Heber City	UT	84032	United States	2026-04-10
Cinda scadden	Heber City	UT	84032	United States	2026-04-10
Jody Jensen	Heber City	UT	84032	United States	2026-04-10
A.Russell Huntsr	Heber	UT	84032	United States	2026-04-10
Karen Agg	Heber City	UT	84032	United States	2026-04-10
Shari Watkins	Heber City	UT	84032	United States	2026-04-10
john kenworthy	Park City	UT	84060	United States	2026-04-10
Emile Levisotti	Kamas	UT	84036	United States	2026-04-10
Seirgio Hernand	Heber City	UT	84032	United States	2026-04-10
Hugh Smith	Heber City	UT	84032	United States	2026-04-10
Lori Freeman	Heber	UT	84032	United States	2026-04-10
Pamela Stevens	Park City	UT	84060	United States	2026-04-10
Valerie Henry	Daniel	UT	84032	United States	2026-04-10
David Sullivan	Midway	UT	84049	United States	2026-04-10
David Sullivan	Midway	UT	84049	United States	2026-04-10
Elizabeth Kingsb	Heber City	UT	84032	United States	2026-04-10
Leanne Raymon	Kamas	UT	84036	United States	2026-04-10
Roy Villegas				United States	2026-04-10
Blaire Dernbach	Park City	UT	84060	United States	2026-04-10
Dawson Frenthe	Heber City	UT	84032	United States	2026-04-10
Matt Robinson	Orem	UT	84058	United States	2026-04-10
Symaira Smith	charlotte	NC	28369	United States	2026-04-10
Jan Phillips	heber	UT	84032	United States	2026-04-10
Jane Thatcher	Heber City	UT	84032	United States	2026-04-10
John Wendling	Sandy	UT	84092	United States	2026-04-10
Stephanie POTE	Heber City	UT	84032	United States	2026-04-10
Sharon Bresin	Heber City	UT	84032	United States	2026-04-10
Jaimie Sparks	Saratoga Springs	UT	84045	United States	2026-04-10

Erin Lacy	Springboro	OH	45066	United States	2026-04-10
Hannah Schindle	Heber City	UT	84032	United States	2026-04-10
Michael Hunter	Heber	UT	84032	United States	2026-04-10
J Figueroa	Heber City	UT	84032	United States	2026-04-11
Jake Smith	Heber City	UT	84032	United States	2026-04-11
Mary Song	Heber City	UT	84032	United States	2026-04-11
Hadi Jafari	Gaithersburg	MD	20878	United States	2026-04-11
Matt Russolillo	Heber City	UT	84032	United States	2026-04-11
John L	Heber	UT	84032	United States	2026-04-11
daniel mahoney	Heber	UT	84032	United States	2026-04-11
chelsy Riddle	Heber City	UT	84032	United States	2026-04-11
wendy burdine	Heber City	UT	84032	United States	2026-04-11
J W	Heber City	UT	84032	United States	2026-04-11
Ann Deutschland	Kamas	UT	84036	United States	2026-04-11
Barbara Wood	Heber	UT	84032	United States	2026-04-11
Christopher Strai	Heber City	UT	84032	United States	2026-04-11
Stewart Smith	Salt Lake City	UT	84118	United States	2026-04-11
Slogin Fizz	Salt Lake City	UT	84105	United States	2026-04-11
Mitchell Murphy	Heber City	UT	84032	United States	2026-04-11
Francois Fursten	Park City	UT	84032	United States	2026-04-12
Gordon Quick	Heber City	UT	84032	United States	2026-04-12
Dennis Lamb	Santaquin	UT	84655	United States	2026-04-12
David Ruiz	West Jordan	UT	84088	United States	2026-04-12
Ingrid Femenias	Heber City	UT	84032	United States	2026-04-13
Terence Riley	Deer Mountain	UT	84036	United States	2026-04-13
Jordan Olin	Midway	UT	84049	United States	2026-04-13
Anne hensarling	Heber City	UT	84032	United States	2026-04-13
Karen Conner	Salt Lake City	UT	84123	United States	2026-04-13
Deborah Riley	Heber City	UT	84032	United States	2026-04-13
myron klotovich	Midway	UT	84049	United States	2026-04-14
Andrea Greathol	Heber City	UT	84032	United States	2026-04-14
Michelle Crawford	Heber City	UT	84032	United States	2026-04-14
nicole boynton	midway	UT	84049	United States	2026-04-14
Ramela Phares	South Jordan	UT	84009	United States	2026-04-14
Eernando manig	Salt Lake City	UT	84116	United States	2026-04-14
willie holdman	Heber	UT	84032	United States	2026-04-14
Cherice hope	Heber City	UT	84032	United States	2026-04-14

PETITION TO THE HEBER CITY COUNCIL

PETITION OF NO CONFIDENCE

REQUESTING TERMINATION OF CITY MANAGER MATT BROWER'S
CONTRACT UPON EXPIRATION IN APRIL 2026

This petition is submitted by residents, taxpayers, and community members of Heber City and the surrounding communities requesting that the City Council terminate the employment of Matt Brower, or formally declare that his contract will not be renewed upon expiration in April 2026.

This petition represents a lawful expression of citizen concern regarding transparency, accountability, financial oversight, and the overall direction of city administration.

This document is not intended to allege criminal conduct, but to request action by the City Council due to loss of public confidence.

Submitted by citizens of Heber City and the Heber Valley

Date: 4/14/26

Attached hereto are signature sheets in support of this petition.

Petition to the Heber City Council

Petition of No Confidence – Supporting Statement

STATEMENT OF COMMUNITY CONCERNS

- Early renewal of the city manager's contract prior to expiration
- Increases in salary and total compensation
- Agreements involving outside organizations and use of public facilities
- Use of city resources, staff time, or taxpayer funds
- Planning, annexation, zoning, and development decisions
- Public input not reflected in final decisions
- Reports from previous municipalities
- Declining public confidence in city administration

PATTERN OF PUBLIC CONCERN

Residents believe that repeated concerns raised over time demonstrate a pattern that warrants review and action by the Heber City Council. Similar concerns have been raised in prior municipalities where the current city manager previously held administrative leadership positions. Publicly available records, meeting minutes, and news reports from those communities reflect ongoing questions related to contract renewals, financial oversight, administrative decision-making, and public confidence in leadership.

Petition to the Heber City Council
Petition of No Confidence – Supporting Statement

To the Heber City Council, Heber City, Utah

We, the undersigned residents, taxpayers, and community members of Heber City and the surrounding communities, respectfully submit this petition requesting that the City Council terminate the employment of Matt Brower, or formally declare that his contract will not be renewed upon expiration in April 2026.

This request is based on a substantial loss of public confidence in the current administration and ongoing concerns regarding transparency, accountability, financial oversight, administrative decision-making, and the overall direction of city leadership. These concerns are based on publicly available records, council actions, meeting minutes, state transparency databases, news reports, and information from prior municipalities where the current city manager has held administrative leadership positions.

The recurrence of similar concerns across multiple municipalities has contributed to a growing loss of confidence among residents of Heber City and the surrounding communities and supports the request for formal review and action by the City Council.

DECLARATION OF LOSS OF CONFIDENCE

We, the undersigned, state that we no longer have confidence in the current city manager's ability to serve in the best interest of the residents.

REQUEST FOR ACTION AND LEGAL NOTICE

This petition is a lawful expression of citizen concern and is not intended to allege criminal conduct, but to formally request review and action by the Heber City Council.

Based on the concerns outlined above, residents respectfully request that the City Council review the employment status of the current city manager and consider termination or non-renewal of the contract upon its expiration in April 2026, in the best interest of the residents of Heber City and the surrounding areas.

This petition is submitted in good faith by residents seeking transparency, accountability, and responsible leadership, and is intended to provide formal notice to the Heber City Council of the loss of public confidence outlined in this petition.

**Petition to the Heber City Council
Petition of No Confidence – Signature Page**

No.	Name	Signature	Address	City	Date
1	Adam Larsen	A. J. J.	540 E. Main Midway	Midway	3/13/21
2	Atalie Larsen	ORA	2843 S Daniels Heber	Heber	3/13/20
3	Karin Victorson	Kasi Victorson	1849 S Center St Midway	Midway	3/13/20
4	Dion Vithayakul	Dion Vithayakul	1449 So. Center St. Midway	Midway	3/13/21
5	Dion Vithayakul	Dion Vithayakul	2155 Summit Hill Heber	Heber	3/14/20
6	Henry Smith	Henry	3801 2000w. Rosewell Heber	Heber	3/13/20
7	Jace Mair	Jace Mair	2309 N. 3109 S. Heber	Heber	3/14/20
8	Teresa Eklhof	Teresa Eklhof	598 E Fremont Elk Ridge	Elk Ridge	3/14/20
9	Hanna Taylor	Hanna Taylor	2092 S. Normal Ave Pond	Pond	03/14/20
10	Andrew Taylor	Andrew Taylor	1442 River Rd Midway UT	Midway UT	3/14/20
11	Alex Ponce	Alex Ponce	2843 S. Daniel Rd Heber	Heber	3/14/20
12	Alex Ponce	Alex Ponce	" Heber	Heber	3/14/20
13	Roberto Perez	Roberto Perez	1057 E Center St Heber	Heber	3/14/20
14	Ken Eklhof	Ken Eklhof	598 E Fremont Way Elk Ridge	Elk Ridge	3/14/20
15	Brandon D...	Brandon D...	504 Schmeitzel Midway	Midway	3/17/20

**Petition to the Heber City Council
Petition of No Confidence – Signature Page**


No.	Name	Signature	Address	City	Date
1	Jimmy May		3141 Round Valley	Heber City UT 84660	4/14/201
2	Tom Beard		2582501 Springs	Heber City 84605	4/14/20
3	Fritz Edelstein		4413 E. Art Summit	Heber City 84604	4/14/20
4	HELEN WALLACE		158 MAIN ST	HE 84606	4/14/20
5	Carla Stephens		3144 America	Heber UT	4/14/20
6	Steve Felica		1 Foxwood	PC 84608	4/14/20
7	Angus Quirk		2491 Sunnyland	PC 84600	4/14/20
8	Matt Bewell		4377 N. Lincoln St	Heber	4/14/20
9					
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**Petition to the Heber City Council
Petition of No Confidence – Signature Page**

No.	Name	Signature	Address	City	Date
1	Jennifer Lange	<i>Jennifer Lange</i>	899 S 770 E.	Heber City	2-7-26
2	Mary Schauer	<i>Mary Schauer</i>	733 S 930 E	Heber City	3-17-26
3	Richard Schauer	<i>Richard Schauer</i>	" "	" "	3-17-26
4	Sarah Hodges	<i>Sarah Hodges</i>	235 East Aspin	Heber City	3-17-26
5	Elizabeth Bolton	<i>Elizabeth Bolton</i>	1120 E 820 S	Heber City	3/17/26
6	Lauren S. Bulter	<i>Lauren S. Bulter</i>	6255 1200 S 907	Heber	3/17/26
7	Raiven Dault	<i>Raiven Dault</i>	1083 Matheson Ct.	Midway	3/17/26
8	Pamela Stender	<i>Pamela Stender</i>	541-6677850	Heber City	3/19/26
9	Leah Henderson	<i>Leah Henderson</i>	551 W HEARST AVE	Heber City	3/17/26
10	Aude Hensarling	<i>Aude Hensarling</i>	5510 Heritage Way	Heber City	3/17/26
11	Kayne Adams	<i>Kayne Adams</i>	804 S 3000	Midway	3/17/26
12	Carol Lee	<i>Carol Lee</i>	1482 N Channing St	Midway	3/17/26
13	Dilla Connor	<i>Dilla Connor</i>	802 River Rd.	Midway	3-17-26
14	MATT RESHKE	<i>MATT RESHKE</i>	310 W 200 N	MIDWAY	3/17/26
15	Amy Paulson	<i>Amy Paulson</i>	1045 W ASHTON DR	Heber	3/17/26

Petition to the Heber City Council

Petition of No Confidence – Signature Page

No.	Name	Signature	Address	City	Date
1	Phil Lyman		333 S. Main St	Heber	2-18-14
2					
3					
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**Petition to the Heber City Council
Petition of No Confidence – Signature Page**

No.	Name	Signature	Address	City	Date
1	Lisa Corsetti		5255 N. Laurelwood St	Heber City	3-17-20
2	Bill Goodall		255 Interlakes	Midway	3/17-26
3	Ryan Bronson		70 South Centerville St	Midway	3-17-26
4	Frederic Phillips		575 N. Center	Midway	3/17/26
5	Amanda Winterer		245 E 200 S	Heber	3/20/26
6	Alexis Reese		558 S. 200 E.	Heber	3/21/26
7	MARI DEAN SMITH		4750 E 1200 S.	Heber	3/22/24
8	Dale Sured		3200 W 3400 S	Heber	3/22/24
9	Linda Davis		3200 W at 3600 S.	Heber	3/22/26
10	Michael Hewlett		266 E. 300 S.	Heber City	03/22/26
11	Bethany Price		1070 E 120 S.	Heber City	4/10/26
12	Dee Maeens		704 W. E. CIPHER	HEBER UT	4/10/26
13	Ross Ramsey		817 N Rowland Ave	HEBER	4/10/26
14	Davin Rife		1287 Canyon View Rd	Midway	4/10/26
15	HANSON STANBURY		1287 Canyon View Rd	Midway	4/10/26

**Petition to the Heber City Council
Petition of No Confidence – Signature Page**

No.	Name	Signature	Address	City	Date
1	<i>[Signature]</i>	<i>[Signature]</i>	539 N 1400 E	Heber	4-10-26
2	Angela Conroy	<i>[Signature]</i>	534 N 1400 E	Heber	4/10/26
3	<i>[Signature]</i>	<i>[Signature]</i>	538 N 1400 E	Heber	4/10/26
4	ADAM HAYS	<i>[Signature]</i>	545 N 1400 E	Heber	4-10-26
5	DANA MISSAI	<i>[Signature]</i>	345 west meadow	Heber	4-10-26
6	Georgina Campbell	<i>[Signature]</i>	890 S. Millers Ln	Heber	4-10-26
7	Rachette Belcher	<i>[Signature]</i>	800 E Lake Creek Rd	Heber	4-10-26
8	<i>[Signature]</i>	<i>[Signature]</i>	1617 E 1414 E	Heber	4-10-26
9	Jared Karest	<i>[Signature]</i>	250 E 300 N	Niagara	8/4/09
10	Stevan Vance	<i>[Signature]</i>	11555 N Highway 12	Niagara	8/11/16
11	<i>[Signature]</i>	<i>[Signature]</i>	11555 N Highway 12	Heber	8/4/03
12	Michael Bronson	<i>[Signature]</i>	70 S Centre	Heber	8/4/03
13	MADDIE ALLEN	<i>[Signature]</i>	11559 E Hillside Dr	Heber	8/4/03
14	MARJORIE ELLIS	<i>[Signature]</i>	2208 sunset ct	Heber	8/4/06
15	Cherilyn Handrick	<i>[Signature]</i>	1059 S. Tower Cir	Heber	4/11/26

CIRCULATOR VERIFICATION

State of Utah

County of _____

I, _____, hereby state the following:

1. I am at least 18 years of age.
2. I personally circulated the attached petition titled "Petition of No Confidence – Heber City City Manager."
3. All signatures on the attached signature sheets were made in my presence.
4. To the best of my knowledge, each person who signed the petition provided their own name and information.
5. I understand that this petition is a citizen petition submitted to the Heber City Council and is not an official election petition.

Circulator Name (print): _____

Circulator Signature: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone (optional): _____

Date: _____

From: Tracy Taylor [REDACTED]
Sent: Tuesday, April 14, 2026 1:32 PM
To: CC Public Comments <ccpublic@heberut.gov>
Subject: (EXTERNAL) City Manager contract renewal concerns

To the Heber City Council and Mayor-

Since the Heber City Council did not do their due diligence, and protect the citizens of Heber, by doing a required performance review of the City Manager in the last few years, I am asking that the Heber City Council to do a few important items before considering renewing the City Manager's contract.

- Conduct a full performance review of the City Manager.
- Release it to the public for review, so we can examine the contents and have an agenda item at the next city council meeting.
- Extend the City Manager's contract by 90 days, so we can have a public meeting and discuss the review, and receive the final State Auditor's report of the Heber City finances and procedures.

It is unfortunate that the checks and balances of Heber City are currently not functioning in a professional manner, so the public has a right to witness your contract renewal process in public, and in a transparent manner.

Also, I am aware that Sid Ostergaard has a conflict of interest with any decision made on the City Manager's contract renewal, since Sid personally benefited from a contract awarded by the City Manager a few years ago. If that is the case, I believe Mr. Ostergaard should recuse himself from any discussion, and or vote, in this matter.

Thank you,

Tracy Taylor

Wasatch Taxpayers Association

cell: [REDACTED]

From: Kellicia Gomez [REDACTED]
Sent: Tuesday, April 14, 2026 1:27 PM
To: CC Public Comments <ccpublic@heberut.gov>; City Council

<citycouncil@heberut.gov>

Subject: (EXTERNAL) Contract renewal

Submitted for public comment and public record

Hello City Council,

Hope this letter finds you well.

I'm reaching out in regards to the city manager contract. I have nothing against Matt personally and have only had pleasant interactions with him.

I do have concerns with his current contract and with his past employment history.

His current contract gives him over and above protections from termination than what a typical city manager contract gives. I question why he would need that much protection and also the ramifications it has on the taxpayers and city staff under his control.

If we, the taxpayers, have no confidence in him (or any future city manager) we should be able to seek termination without having to go through so many hoops and fiscal consequences. The council still has the deciding vote but the process should be balanced.

For example, to say we cannot fire our city manager because we can't afford it is not right, not to mention the time and resources required to seek termination is too much.

My other concern is the consolidation of power we're seeing with top positions in the city. The more consolidation the less checks and balances we have.

Since 2013 the city manager has been chief admin officer. All staff report to him. He controls contracts, budget, and the city council agenda.

I have heard personal accounts of employees afraid to speak out about experiences in fear of retaliation from Matt and other city staff. I think a better system to report grievances anonymously and to someone other than Matt is needed.

Someone needs to be overseeing the City Manager. I thought that was the Mayor but now I'm not sure.

We elected the Mayor to represent us and that check and balance was stripped away in 2013 and even more Mayoral power was stripped in 2022.

We have since seen the city attorney also become the assistant city manager, another example of consolidation of power.

We have seen positions that used to be held by city employees be given to NGO's such as CAMS. This is very concerning to me because taxpayer money is being used by private entities and the public has no oversight. We cannot grama a private entity and they are not held to the same rules under the constitution as a government agency is.

We have seen massive fraud nationwide with public/ private partnerships through NGO's.

We need full transparency when it comes to taxpayer funds.

Matt is on the board of CAMS- this is not illegal but doesn't sit right with the amount of power he has with our funds.

Lastly I will touch on Matt's past employment. I know this has been brought to light from others so I won't go into detail. I will say there is evidence of a pattern of questionable behavior with at least two previous city manager positions. There were settlements, public outcry, and financial mismanagement and worse. If it were just one it could be brushed off. I think this warrants an investigation before any contract is renewed.

Matt's recent statement in Park Record contradicts what was reported in Lincoln Ca in regards to his knowledge of fraud.

A full investigation and thorough audit by a totally unaffiliated 3rd party will allow us to move forward with confidence, whatever that may be.

Thank you for your time and consideration.

Kelli Gomez

Heber City Resident

From: Leah Hallows [REDACTED]

Sent: Sunday, April 12, 2026 12:15 PM

To: CC Public Comments <ccpublic@heberut.gov>

Subject: (EXTERNAL) Vote NO on Matt Brower contract renewal

I can't stress enough how detrimental it would be to our community to renew Matt Brower's city manager contract. We narrowly avoided a major setback with Scott Phillips not being elected mayor, and now we have an opportunity to continue moving Heber City in a positive direction. It's critical that we maintain that momentum and remain committed to transparency and accountability.

I truly value Yvonne and Heidi for their dedication to this community and for standing up for what is right, rather than what may benefit them personally. That kind of leadership matters and deserves recognition.

Aaron, I encourage you to do what is best for this community. I have faith that you will make the decision that will have the most positive long-term impact on our valley.

Thank you, Morgan, for your vote. I hope more people begin to recognize the concerns being raised and take a closer look at what's happening behind the scenes. While some voices may be louder than others, the issues being brought forward more than deserve thoughtful consideration. The concerns about corruption are becoming increasingly difficult to ignore, and we have an opportunity to address them NOW.

Leah Hallows

From: Catherine [REDACTED]
Sent: Saturday, April 11, 2026 5:00 PM
To: CC Public Comments <ccpublic@heberut.gov>
Subject: (EXTERNAL) Do not renew Matt Brower's Contract

Heber residents deserve transparency, and they're not getting it. Matt Brower is currently under investigation by the Utah State Auditor for failures in openness. His record shows two previous municipal administrations harmed by mismanagement, poor leadership, and dishonesty. For the sake of accountability and the public interest, do not renew Matt Brower's contract.

Catherine Moore, BS., MPA.

Resident of Heber City

From: Larry Saylor [REDACTED]
Sent: Thursday, April 9, 2026 10:20 AM
To: CC Public Comments <ccpublic@heberut.gov>
Subject: (EXTERNAL) City mayor

I am writing in favor of retaining Matt Brower as City manager. Matt is honest and trustworthy and loyal. He is a very good person. Humors are spread and vicious things are said by some that don't like him. Words matter and once things are said they tend to be spread. I would hope everyone would really do their duty and check out facts. People can

say anything they want or twist facts. Please check out everything that is said and you will see he is doing the job he was hired for and his contract should be renewed. Thank you

Larry saylor



Heber City Council Staff Report

MEETING DATE: 4/21/2026
SUBJECT: Ratification of CAMS Agreement
RESPONSIBLE: Jeremy Cook
DEPARTMENT: Administrative
STRATEGIC RELEVANCE:

SUMMARY

On October 21, 2025, the City Council had a lengthy discussion regarding potentially entering into a Professional Services Agreement with the Community Alliance For Main Street, Inc. ("CAMS") whereby the City would contract with CAMS to provide event planning and programming for certain downtown special events. Based on the discussion, the City Council directed staff to draft a proposed agreement with CAMS and bring the proposed agreement back at a future meeting.

On January 20, 2026, the City Council approved by unanimous vote a Professional Service Agreement with CAMS in the amount of \$39,900.00 per year for a period of three years (the "Agreement"). In the January 20 meeting staff report for the Agreement, City Manager Matt Brower indicated that he was a board member of CAMS. The Agreement includes a provision allowing the City to terminate the Agreement upon sixty days notice.

The City did not receive any complaints from vendors or other entities that perform event planning services related to the procurement of the Agreement. However, the City was informed of a complaint made to the Utah State Auditor by an undisclosed person. Based on the information provided by the Utah State Auditor, the complaint alleged that Mr. Brower had not adequately disclosed that he was a board member of CAMS, and the City did not strictly complied with the City's procurement process.

In order to remedy any issues with disclosures or the procurement process, the City has re-noticed the procurement as a sole source procurement. In addition, out of an abundance of caution, the City solicited quotes from two vendors that provide similar services. City staff is requesting that the City Council ratify the agreement with CAMS. If the City Council does not ratify the Agreement, the City will terminate the Agreement with CAMS.

RECOMMENDATION

Staff recommends that the City Council ratify the Professional Services Agreement with CAMS as previously approved by the City Council on January 20, 2026.

BACKGROUND

DISCUSSION

Pursuant to Heber City Code 3.14.020, sole source procurements may be utilized in situations in which there is only one source for the procurement item. Circumstances under which there is only one source for a procurement item may include:

(1) where the most important consideration in obtaining a procurement item is the compatibility of equipment, technology, software, accessories, replacement parts, or service; (2) where a procurement item is needed for trial use or testing; (3) where transitional costs are unreasonable or cost prohibitive; or (4) where reasonably equivalent goods or services are not available from any other source.

Based on CAMS history assisting Heber City with events, CAMS unique knowledge and involvement with businesses in the Heber City downtown, and the staff time and cost to transition from CAMS to another vendor, Heber City has determined that the Agreement meets the requirements of a sole source procurement. Heber City provided legal notice of intent to issue the Agreement as a sole source procurement 10 days prior to the City Council meeting.

In addition, to the extent that the Agreement does not qualify as a sole source procurement, Heber City staff contacted the following vendors and received the following responses:

The Park Silly Sunday Market, a Utah non-profit corporation that contracts with Park City to provide event planning for the Park Silly Sunday Market, Minors Day and 4th of July events in Park City. The Park Silly Sunday Market indicated that they might be able to provide services, but that the cost would be significantly more than \$39,900.

Historic Park City Alliance, Utah non-profit corporation that conducts numerous events in Park City. The Historic Park City Alliance indicated that they might be able to provide services, but that the cost would be significantly more than \$39,900.

Based on the foregoing, staff recommends that the City Council ratify the Agreement with CAMS.

FISCAL IMPACT

\$39,900 (already approved)

CONCLUSION

Staff recommends the City Council ratify the Agreement with CAMS.

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. CAMS Community Events Term-Sheet
2. CAMS Balance Sheet
3. CAMS Agreement General Downtown Programming
4. CAMS Approved By-Laws 7.26.2023
5. EV Chargers at Main Street Park
6. ShinePAY EV Chargers
7. ShinePAY rates

TERM SHEET FOR ESTABLISHING AN ONGOING SERVICE AGREEMENT BETWEEN HEBER CITY (CITY) AND THE COMMUNITY ALLIANCE OF MAINSTREET (CAMS) FOR MANAGING COMMUNITY EVENTS LOCATED IN DOWNTOWN HEBER

This term sheet sets forth the proposed terms and conditions for drafting an Ongoing Service Agreement with the Community Alliance of Main Street (CAMS) for managing community events located in downtown Heber. This Term Sheet represents a non-binding summary of the basic terms and conditions of the Parties with respect to City’s interest in proactively programming community events in the downtown area. Any legally binding obligation will be made pursuant to definitive agreement(s) to be negotiated and executed by the Parties.

Updated: 10/14/25

Terms:

Term	Term of agreement shall be from the effective date hereof until January 1, 2029, and upon the expiration of the said term, this Agreement shall renew automatically for successive one (1) year terms unless and until this agreement is otherwise amended, replaced, or terminated by one or both parties.
Location of Events	Main Street Plaza; 200 South Festival Street; PD Lawn, Tabernacle Square; and other areas located in the downtown area that are approved by City.
Programming Days	CAMS will look to program the Plaza, Festival Street, PD lawn, and Tabernacle Square a minimum of 50 days per year, encompassing Existing Events and New Events.
Existing Events	Heber Market on Main (HMOM); Halloween Feast; Old Fashion Christmas and Seasonal programming at Plaza; Heber Town Square food truck coordination; spring clean-up; and major public Plaza reservations (i.e. car shows, art shows, Red White and Blue Festival, etc.).
New Events	Events programmed by CAMS or other public or private organizations.
Compensation	City will pay CAMS an annual amount of \$39,900 , to meet contract outcomes of event management in Heber City Downtown. This sum will be due and payable by the first day of each quarter. An annual increase equal to what is included in the City’s FY budget for staff will be provided.
Executive Director	CAMS will appoint their Executive Director as their special events coordinator for purposes of this agreement. Executive Director

	will be an employee of CAMS. CAMS will notify City immediately upon notice of Executive Director's departure.
Duties and Authority of CAMS	Scope of duties includes planning, organizing, and executing events from start to finish, which involves setting objectives, managing budgets, securing venues, coordinating vendors, and developing marketing plans. They are responsible for all logistical details, on-site supervision, working with city staff, troubleshooting issues, and conducting post-event analysis and reporting.
	Comply with Federal, State and City rules and regulations, including, but not limited to, alcohol sale and consumption, park rules, HMOM vendor rules, UDOT right-of-way permits, Health Department Mass Gathering Permits, etc.
	Supervise, market and promote the Plaza and events. Events must be charged appropriate fees and deposits to cover costs of damage to City facilities and post event clean-up.
	Report damage to City facilities and property immediately. Work to reduce incidence of use damage to city facilities and property.
	Make recommendations for policy changes to improve quality of event programming. Maintain appropriate insurance.
	Volunteers will be organized by CAMS who will also provide oversight.
	CAMS will provide biannual reports to the City Council.
	Seek grant monies to support downtown events and programs.
	Coordination w/ City
Event Revenues	CAMS is granted the right to sell event sponsorships, other than HMOM, and retain sponsorship revenue. City will split 50/50 with CAMS weekly sponsorships for HMOM. CAMS is also granted the the right to host ticketed events for which they can collect and retain the revenue.
Volunteers	Volunteers will be organized by CAMS who will also provide oversight.
Quality of Events	A core responsibility will include establishing quality standards, investigating issues, implementing corrective actions, monitoring performance, and fostering a continuous improvement mindset. New Events must be of high quality, available for all community members to attend and appropriate for all ages.

	Public safety must remain a high priority for all events. This includes cancelling events promptly in should weather or other issues or safety concerns require.
Duties and Authority of City	City will reasonably cooperate with CAMS in the performance of duties under this Agreement.
	City shall provide, at its sole expense, those ordinary services to the Plaza that it provides to other city park facilities, including trash services, irrigation, general maintenance of all areas of the Plaza, payment of charges resulting from use of power/electricity at the Plaza.
	City shall be responsible for repair and replacement, when necessary, of fixtures associated with the Plaza, including water, plumbing, irrigation, the stage and AV related equipment.
	City will provide general cleaning and maintenance of Plaza, Main Stage, Festival Street, PD lawn and Tabernacle Square.
	City shall provide general police services.
	City shall obtain and maintain general liability insurance coverage for the Plaza under its municipal insurance policy.
	City shall contract with sound companies and music brokers for HMOM. Sound system may be used for other Events coordinated by CAMS. City shall pay for all talent secured for HMOM.
	Negotiate and retain revenue for HMOM primary sponsor.
	City shall provide the right to access, occupy and use garage space of old HL&P administration building for the purpose of fulfilling and carrying out CAMS duties under this agreement, which use, and access shall include, but not limited to, storage of items associated with event programming.
	City shall provide all necessary keys, codes or passwords to use Plaza restrooms, Main Stage, pavilion storage and Tabernacle Building.
	Provide additional programming support by way of annual budget. Requests will have to be submitted and vetted by staff and approved by City Council.
Best Efforts	Both CAMS and City pledge best efforts to work together and resolve issues. CAMS will work closely with City when Executive Director position has turnover. City will have a role in the selection of the CAMS Executive Director by virtue of Board representation or separation if quality of work does not meet City standards.

Balance Sheet

COMMUNITY ALLIANCE FOR MAINSTREET INC

As of December 31, 2025

	DEC 31, 2025	DEC 31, 2024
Assets		
Current Assets		
Cash and Cash Equivalents		
Grand Valley Bank Checking	43,851.14	1,828.58
Total Cash and Cash Equivalents	43,851.14	1,828.58
Total Current Assets	43,851.14	1,828.58
Total Assets	43,851.14	1,828.58
Liabilities and Equity		
Equity		
Current Year Earnings	42,022.56	(69,281.06)
Retained Earnings	71,109.64	71,109.64
Retained Earnings ³	(69,281.06)	-
Total Equity	43,851.14	1,828.58
Total Liabilities and Equity	43,851.14	1,828.58

Income Statement (Profit and Loss)

COMMUNITY ALLIANCE FOR MAINSTREET INC
For the year ended December 31, 2025

	2025	2024
Income		
Donation Income	105,424.27	382,230.66
Fundraiser Income	-	5,702.76
Total Income	105,424.27	387,933.42
Gross Profit		
	105,424.27	387,933.42
Operating Expenses		
Advertising	6,458.31	918.00
Bank Charges	-	(0.07)
Computer Services	270.26	847.95
Dues & Subscriptions	525.00	512.38
Education	2,492.17	-
Insurance	223.00	446.00
Licenses	-	1,200.00
Main Street Beautification	4,000.00	347,465.54
Meals & Entertainment	-	3,570.00
Postage & Delivery	-	34.08
Professional Services	1,145.72	13,165.71
Program Support	14,100.00	600.00
Taxes - Payroll	15,971.10	37,795.39
Undistributed	100.00	-
Uniforms	-	797.58
Wages	18,116.15	49,861.92
Total Operating Expenses	63,401.71	457,214.48
Operating Income		
	42,022.56	(69,281.06)
Net Income		
	42,022.56	(69,281.06)

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into by and between **HEBER CITY**, a Utah municipality (“City”), and **COMMUNITY ALLIANCE FOR MAIN STREET, INC.** a Utah corporation (“Independent Contractor”).

RECITALS:

- A. Independent Contractor has expertise in community and event planning, community revitalization and economic development.
- B. City is in need of such services.
- C. City desires to enter into an independent contractor agreement with Independent Contractor to provide event planning services for the CAMS downtown district, which includes but not limited to the following sites, the City’s Main Street Plaza; 200 South Festival Street; Police Department Lawn, and Tabernacle Square (collectively “Venues”).
- D. The parties have determined that it is mutually advantageous to enter into this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, mutual covenants, and undertakings, the parties hereby agree as follows:

- 1. **Employment of Independent Contractor.** City agrees to engage Independent Contractor, and Independent Contractor agrees to furnish all equipment and services necessary or desirable to provide the service to the City.
- 2. **Description of the Services.**
 - a. **Programming Events.** Independent Contractor shall program events at the Venues for a minimum of 50 days per year, which shall encompass Existing Events and New Events as set forth below.
 - b. **Existing Events.** Independent Contractor shall be responsible for programming the following events that have been historically put on by Heber City: Heber Market on Main (“HMOM”); Halloween Feast; Old Fashion Christmas and Seasonal programming at Plaza and Festival Street; Heber Town Square food truck coordination; spring clean-up; and major public Venues reservations (i.e. car shows, art shows, Red White and Blue Festival, etc.).
 - c. **New Events.** Independent Contractor shall develop, plan and coordinate new events at the Venues, which may include events with other public or private organizations.
- 3. **Expectation of Events.** Independent Contractor is expected to program quality events that attract a broad range of residents and foster a continued growth in visitors to downtown Heber City while emphasizing and promoting the mission of CAMS; which is: To transform the downtown into the economic and cultural heart of the Heber Valley—a thriving center of commerce, entrepreneurship, and community connection, while preserving the historic

character and charm of the downtown. Events must be of high quality, available for all community members to attend and appropriate for all ages. Public safety must remain a high priority for all events. This includes cancelling events promptly in should weather or other issues or safety concerns require.

4. **Independent Contractor Responsibilities.** Independent Contractor shall be responsible for the following:

a. Planning, organizing, and executing events from start to finish, which involves setting objectives, managing budgets, securing venues, coordinating vendors, and developing marketing plans. Independent Contractor is responsible for all logistical details, on-site supervision, working with city staff, troubleshooting issues, and conducting post-event analysis and reporting.

b. Complying with Federal, State and City rules and regulations, including, but not limited to, alcohol sale and consumption, park rules, HMOM vendor rules, UDOT right-of-way permits, Health Department Mass Gathering Permits and first amendment areas.

c. Supervising, marketing and promoting the Venues and events. Events must be charged appropriate fees and deposits to cover costs of damage to City facilities and post event clean-up.

d. Reporting damage to City facilities and property immediately and working to reduce incidence of use damage to city facilities and property. To investigate issues and implement corrective actions; and monitor performances.

e. Making recommendations for policy changes to improve quality of event programming.

f. Maintaining appropriate insurance for events.

g. Organizing volunteers for events.

h. Providing a biannual report to the City Council.

i. Acquire from City approval of Existing and New vent plans/logistics at least 30 days prior to execution, details including, but not limited to dates, locations, branding, content, road closures, public safety needs, general public work and park requirements, etc.

j. Contact property and business owners, who might be impacted by Events, beforehand about relevant logistics.

5. **City Responsibilities.** City shall be responsible for the following:

a. City will reasonably cooperate with CAMS in the performance of duties under this Agreement.

b. City shall provide, at its sole expense, those ordinary services to the Venues that it provides to other city park facilities, including trash services, irrigation, general maintenance, and payment of charges resulting from use of power/electricity.

- c. City shall be responsible for repair and replacement, when necessary, of fixtures associated with the Venues, including water, plumbing, and irrigation.
- d. City will provide general cleaning and maintenance of the Venues.
- e. City will provide coordinated access to Ignition Creative for marketing resources, including access to City web page and social media.
- f. City shall provide general police services.
- g. City shall obtain and maintain general liability insurance coverage for the Venues under its municipal insurance policy.
- h. City shall contract with sound companies and music brokers for Existing Events. Sound system may be used for other Events coordinated by CAMS, or private events, but associated cost must be paid by third party. Any new events held during City's extended contract for sound system will be required to pay only for sound technicians.
- i. City shall pay for all talent secured for Existing Events.
- j. City shall negotiate and retain revenue for HMOM primary sponsor.
- k. City shall provide the right to access, occupy and use garage space of old Heber Light and Power administration building for the purpose of fulfilling and carrying out Independent Contractor's duties under this agreement, which use, and access shall include, but not limited to, storage of items associated with event programming.
- l. City shall provide all necessary keys, codes or passwords to use Venue restrooms, Main Stage, pavilion storage and Tabernacle Building.
- m. Provide additional programming support by way of annual budget. Requests will have to be submitted and vetted by staff and approved by City Council.

6. **Fees for Services and Budget.** City will pay Independent Contractor an annual amount of Thirty-Nine Thousand Nine Hundred Dollars (\$39,900.00) (the "Annual Payment"). The Annual Payment shall be paid on a quarterly basis and paid in advance by the first day of each quarter. The City shall increase the Annual Payment in an amount equal to the CPI increase provided to City employees in the previous year. Independent Contractor shall submit an invoice to City not less than seven (7) business days prior to each quarterly payment.

7. **Event Revenues.** In addition to the Annual Payment, Independent Contractor may sell event sponsorships, other than HMOM, and retain sponsorship revenue. City will pay Independent Contractor 50% of the weekly sponsorships for HMOM. Independent Contractor may also host ticketed events for which Independent Contractor can collect and retain the revenue, or seek grant monies, including TAP Tax grants, to support downtown events and programs.

8. **Coordination with City.** Independent Contractor will meet regularly with City's designee to address issues, problems and concerns. The City's Park reservation system will be utilized for facility reservations. Additionally, Independent Contractor will assist with collection of event fees, such as those associated with providing public safety officers. Will coordinate

continually with City, Health Department, UDOT, and neighboring property owners (i.e. property owners on 200 south and 100 West).

9. **Services Performed in a Professional, Reasonable Manner.** The Services shall be provided by Independent Contractor in a professional manner in compliance with all rules, regulations, and laws and applicable standards of performance, including, but not limited to, the status verification system requirements for contractors set forth in Utah Code Ann. § 63G-11-103. Subject to the foregoing, the exact nature of how the Services are to be performed and other matters incidental to providing the Services shall remain with Independent Contractor.

10. **Equipment and Facilities.** For purposes of performing the Services, Independent Contractor shall furnish and supply at its sole cost all necessary labor, supervision, equipment, tools, and supplies necessary and incident to performing the Services.

11. **Alcohol and Drug-free Work Place.** All personnel during such time that they provide Services shall not be under the influence of alcohol, any drug, or combined influence of alcohol or any drug to a degree that renders the person incapable of safely providing the Services. Further, all personnel during such time that they provide Services shall not have sufficient alcohol in his body, blood, or on his breath that would constitute a violation of UTAH CODE ANN. § 41-6a-502 (without giving any consideration to or establishing the requirement of operating or being in physical control of a vehicle) or any measurable controlled substance in his body that would constitute a violation of UTAH CODE ANN. § 41-6a-517 (without giving any consideration to or establishing the requirement of operating or being in physical control of a vehicle).

12. **Public Information.** Independent Contractor understands and agrees that this Agreement and related invoices, emails, and work product will be a public record or document as provided in Utah Code Ann. § 63G-2-103, et seq.

13. **Term.** The term of this Agreement shall begin on January 1, 2026 and end on December 31, 2028. Upon the expiration of the said term, this Agreement shall renew automatically for successive one (1) year terms unless and until this Agreement is otherwise amended, replaced, or terminated by one or both parties.

14. **Assignment and Delegation.** Independent Contractor will not assign or delegate the performance of its duties under this Agreement without the prior written approval of City.

15. **Employment Status.**

a. **Official Status.** Independent Contractor shall have complete control and discretion over all personnel providing Services hereunder. All such personnel shall be and remain employees of Independent Contractor and shall be considered to be independent contractors.

b. **Salary and Wages.** City shall not have any obligation or liability for the payment of any salary or other compensation to personnel providing Services hereunder.

c. **Employment Benefits.** All personnel providing Services hereunder are and shall remain employees of Independent Contractor. All personnel providing Services shall have no right to any City pension, civil service, or any other City benefits pursuant to this Agreement or otherwise.

16. **Termination.** Either party may terminate this Agreement upon sixty (60) days written notice to the other party.

17. **Change in Executive Director.** Independent Contractor shall immediately notify City if Independent Contractor's Executive Director, Rachel Kahler, position with Independent Contractor is terminated or if Ms. Kahler provides notice to Independent Contractor that she is terminating her position.

18. **Notice.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, including email receipt or (b) within three days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the parties as set forth below:

City: Heber City
75 N Main St,
Heber City, UT 84032
Ph: (435) 654-0757
Attn: Matt Brower, City Administrator

Independent Contractor: Community Alliance for Main Street
Attn: Rachel Kahler
32 South Main Street
Heber City, Utah 84032

19. **Claims and Disputes.** Claims, disputes, and other issues between the parties arising out of or related to this Agreement, shall be decided by litigation in the Seventh Judicial District Court in and for Wasatch County, Utah. Unless terminated pursuant to provisions hereof or otherwise agreed in writing, Independent Contractor shall continue to perform the Services during any such litigation and City shall continue to make payments to Independent Contractor in accordance with the terms of this Agreement.

20. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

21. **Titles and Captions.** All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or parts hereof.

22. **Applicable Law.** The provisions hereof shall be governed by and construed in accordance with the laws of the state of Utah.

23. **Integration.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

24. **Survival.** All agreements, covenants, representations, and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

25. **Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement; but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

26. **Rights and Remedies.** The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

27. **Severability.** In the event that any condition, covenant, or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

28. **Conflicts of Interest.** Independent Contractor represents and certifies that it has not offered or given any gift or compensation prohibited by law to any officer or employee of City to secure favorable treatment with respect to being awarded this Agreement.

IN WITNESS WHEREOF, City caused this Agreement to be signed by its mayor and attested by its city recorder and delivered; and Independent Contractor has caused the same to be signed and delivered.

[This space left intentionally blank]

DATED this _____ day of _____, 2026

HEBER CITY

Matt Brower, City Manager

DATED this _____ day of _____, 2026

**COMMUNITY ALLIANCE FOR
MAIN STREET, INC.**

Rachel Kahler, Executive Director

COMMUNITY ALLIANCE FOR MAIN STREET

CAMS

BY-LAWS

Mission Statement: Restore, support, and promote economic prosperity in Heber City.

Vision Statement: The vision of the Community Alliance for Main Street (aka "CAMS") is to improve and promote the Downtown and Main Street. CAMS will work to implement projects, programs, and events that add value to the aesthetic, cultural, historic, and economic appeal of the Downtown, Main Street, and Broadway districts.

ARTICLE I Name and Authorization

Section 1 The name of this advisory committee shall be the Community Alliance for Main Street, ("CAMS").

ARTICLE II Purpose and Role

Section 1 The purpose of CAMS is to collaborate for the improvement and promotion of the Downtown, Main Street, and Broadway districts. These areas are the core of community and economic life within Heber City. CAMS will work to implement projects, programs, and events that add value to the aesthetic, cultural, historic, and economic appeal of the Downtown, and Main Street. CAMS will work with Heber City and the community to leverage grant and other funding for the most community benefit. The Downtown Alliance will participate in local, State, and National programs such as the Utah Main Street Program.

ARTICLE III Function

Section 1 Design – CAMS will work to create an inviting atmosphere that celebrates Heber City Main Street's unique history and character. CAMS will foster people-centered public spaces.

Section 2 Promotion – CAMS will market the down town and Main Street assets, communicate unique features through storytelling, and support and create buy-local initiatives.

Section 3 Economic Vitality – CAMS will work to build a diverse economic base within the districts. In partnership with Heber City, CAMS will work to catalyze new investment and cultivate a strong system of entrepreneurship.

Section 4 Organization – CAMS will seek partners, membership, and participation across all sectors. CAMS will strive for broad community engagement and outreach. CAMS will build leadership skills and strong organizational capacity.

Section 5 CAMS operates as a committee of its Board of Directors and at the discretion of the

committees are established, such committees may also include additional stakeholders, i.e., artists, kids and youth, college students, interns, cultural leaders, religious leaders, local influencers, etc.

The number of Board members may be increased beyond 5 members by the affirmative vote of a two-thirds majority of the then-serving Board of Directors. A Board member need not be a resident of the State of Utah.

Section 3 Ex-Officio Board Members

In addition to the regular membership of the Board, representatives of such other organizations or individuals as the Board may deem advisable to elect shall be Ex-Officio Board Members, which will have the same rights and obligations, including voting power, as the other directors.

Section 4 Board Compensation

The Board shall receive no compensation other than for reasonable expenses. However, provided the compensation structure complies with Sections relating to "Contracts Involving Board Members and/or Officers" as stipulated under these Bylaws, nothing in these Bylaws shall be construed to preclude any Board member from serving the Corporation/Organization in any other capacity and receiving compensation for services rendered.

Section 5 Board Elections

The Board of Directors shall present nomination for new and renewing Board members at the board meeting immediately preceding the beginning of the next fiscal year. Recommendation shall be approved by simple majority of those Board members at a Board meeting at which a quorum is present.

Section 6 Term of Board

All appointments to the Board shall be for a term of three (3) years. No person shall serve more than 2 consecutive terms unless a majority of the Board, during the course of a Board meeting at which a quorum is present, votes to appoint a Board member to 2 Years additional year(s). No person shall serve more than 6 consecutive years. After serving the maximum total number of consecutive years on the Board, a member may be eligible for reconsideration as a Board member after 1 years have passed since the conclusion of such Board member's service.

Section 7 Vacancies

A vacancy on the Board of Directors may exist at the occurrence of the following conditions:

- a) The death, resignation, or removal of any director;

- b) The declaration by resolution of the Board of a vacancy in the office of a director who has been declared of unsound mind by a final order of court, convicted of a felony, found by final order or judgment of any court to have breached a duty pursuant to the Code and/or Act of the law dealing with the standards of conduct for a director, or has missed 3 consecutive meetings of the Board of Directors, or a total of 4 meetings of the Board during any one calendar year;

- c) An increase in the authorized number of directors; or

to act as Secretary at the meeting. The Secretary, or the individual appointed to act as Secretary, shall prepare the minutes of the meetings, which shall be delivered to the Corporation/Organization to be placed in the minute books. A copy of the minutes shall be delivered to each Board member via either regular mail, hand delivered, emailed, or faxed within 45 business days after the close of each Board meeting.

Section 12 Action by Written Consent

Any action required by law to be taken at a meeting of the Board, or any action that may be taken at a meeting of the Board, may be taken without a meeting if consent in writing setting forth the action so taken shall be signed by all Board members. The number of directors in office must constitute a quorum for an action taken by written consent. Such consent shall be placed in the minute book of the Corporation/Organization and shall have the same force and effect as a vote of the Board taken at an actual meeting. The Board members' written consent may be executed in multiple counterparts or copies, each of which shall be deemed an original for all purposes. In addition, facsimile signatures and electronic signatures or other electronic "consent click" acknowledgments shall be effective as original signatures.

Section 13 Quorum

At each meeting of the Board of Directors or Board Committees, the presence of 4 persons shall constitute a quorum for the transaction of business. If at any time the Board consists of an even number of members and a vote results in a tie, then the vote of the Chair of the Board shall be the deciding vote. The act of the majority of the Board members serving on the Board or Board Committees and present at a meeting in which there is a quorum shall be the act of the Board or Board Committees, unless otherwise provided by the Articles of Incorporation, these Bylaws, or a law specifically requiring otherwise. If a quorum is not present at a meeting, the Board members present may adjourn the meeting from time to time without further notice until a quorum shall be present. However, a Board member shall be considered present at any meeting of the Board or Board Committees if during the meeting he or she is present via telephone or web conferencing with the other Board members participating in the meeting.

Section 14 Voting

Each Board member shall only have one vote.

Section 15 Proxy/ Board Member Attendance

An elected Board Member who is absent from 3 consecutive regular meetings of the Board during a fiscal year shall be encouraged to reevaluate with the Chair of the Board his/her commitment to the Organization. The Board may deem a Board member who has missed 3 consecutive meetings without such a reevaluation with the Chair, to have resigned from the Board.

ARTICLE VII Officers and Duties

Section 1 The Board shall elect officers of the Organization In addition to the duties in accordance with this Article, officers shall conduct all other duties typically pertaining to their offices and other such duties which may be required by law, Articles of Incorporation, or by these bylaws, subject to control of the Board of Directors, and they shall perform any other such additional duties which the Board of Directors may assign to them at their discretion.

- b) Fill vacancies on, or remove the members of, the Board of Directors or any committee that has the authority of the Board.
- c) Fix compensation of the directors serving on the Board or on any committee.
- d) Amend or repeal the Articles of Incorporation or Bylaws or adopt new bylaws.
- e) Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or repealable.
- f) Appoint any other committees of the Board of Directors or their members.
- g) Approve a plan of merger, consolidation, voluntary dissolution, bankruptcy, or reorganization; or a plan for the sale, lease, or exchange of all or considerably all of the property and assets of the Corporation/Organization otherwise than in the usual and regular course of its business; or revoke any such plan.
- h) Approve any self-dealing transaction, except as provided pursuant to Law. Unless otherwise authorized by the Board of Directors, no committee shall bind the Corporation/Organization in a contract or agreement or expend Corporation/Organization funds.

ARTICLE X Meetings and Actions of Committees

Section 1 Meetings and actions of all committees, including shall be governed by, and held and taken in accordance with these Bylaws, concerning meetings and actions of the directors with such changes in the context of those bylaws as are necessary to substitute the committee and its members for the Board of Directors and its members, except that the time for regular meetings of committees may be determined either by resolution of the Board of Directors or by resolution of the committee. Special meetings of committees may also be called by resolution of the Board of Directors. Notice of special meetings of committees shall also be given to any and all alternate members, who shall have the right to attend all meetings of the committee. Minutes shall be kept for each meeting of any committee and shall be filed with the Corporation/Organization records. The Board of Directors may adopt rules not consistent with the provisions of these Bylaws for the governance of any committee.

Section 2 If a director relies on information prepared by a committee of the Board on which the director does not serve, the committee must be composed exclusively of any or any combination of (a) directors, (b) directors or employees of the Corporation/Organization whom the director believes to be reliable and competent in the matters presented, or (c) counsel, independent accountants, or other persons as to matters which the director believes to be within that person's professional or expert competence.

ARTICLE XIII Meetings

Section 1 The date and time of regular monthly meetings will be determined by the members of the Committee. Meetings will be held at least quarterly, but may be held more frequently as determined and called for by the Chair. Meetings may be held at Heber City Hall or in other locations as determined by the Chair.


Section 2 Notice of each meeting shall be provided at least 24 hours prior to a meeting. Members will receive notice through email. Agendas will be posted to a website dedicated for use by CAMS.

Section 3 A majority of the membership (in person or virtual) shall constitute a quorum. If a majority membership is not present then voting will be suspended until a later date.

Section 4 CAMS may establish or dissolve sub-committees of members for appropriate purposes whenever the need arises. Sub-committees may be organized as appropriate by the Chair and will report back to the Board or CAMS at their respective regular meetings.

Approved by Unanimous Consent of the Board of Directors

Dated: 7-26-23


Tom Stone 7-26-23

Tom Stone, President


Tom Stone 7-26-23

Tom Stone, Chairperson



Heber City Main Street Park

Proposal: EV Charging Infrastructure for Food Trucks

As we explore opportunities to enhance the experience for residents and visitors attending events at Main Street Park, one key area of improvement is reducing the reliance on gas-powered generators used by food trucks. Eliminating generators would significantly reduce noise, emissions, and operational disruptions, creating a cleaner, quieter, and more enjoyable park environment.

Proposed Solution

Install dedicated EV charging stations designed specifically to support food truck operations during events.

Recommended Technology: ShineEV Commercial Chargers

ShineEV offers a fully integrated, high-quality, and cost-effective commercial EV charging solution that meets the demands of frequent, outdoor, high-power use. These chargers are built and tested to automaker standards, ensuring reliable performance in all environments.

Key features include:

- Outdoor-rated NEMA 4 enclosure, suitable for permanent installation in Main Street Park
- Compatibility with all plug-in vehicles, including food trucks
- Available in 48A configurations to meet Food Truck power needs
- Smart charging capabilities through the ShineEV app
- Ability to accept mobile payments or control free-access permissions
- No wired internet connection required, reducing infrastructure costs
- Durable construction designed to withstand everyday wear and tear

Benefits to the Community

- Reduced noise and air pollution during events
- Improved visitor experience in the park
- Increased operational efficiency for food vendors
- Supports sustainability goals and modern infrastructure investment
- Positions Main Street Park as a forward-thinking, event-ready public space

This proposal offers a practical, scalable solution that enhances event operations while aligning with broader goals of sustainability, placemaking, and quality-of-life improvements in downtown Heber City.

Cost: Heber Light & Power will have an installation charge to create the network of power pedestals, which would vary depending on the number of units and size of pedestals. Depending on the direction from the council, we can get contractor bids to firm up costs for installation. (Per discussion with Jason Norlan, GM HL&P)

Payment Processing with ShineEV:

\$799 ShineEV Charger

3.9% credit card transaction charge

\$10 Monthly fee, could be added to the transaction fees of the users.



Easily Accept Mobile

Payments on **ANY**

Electric Vehicle Charger

Call Today 510-822-6971

Purchase



ShineEV Charger

The Most Simple and Cost Effective
Comercial EV charger available

[Purchase ShineEV](#)



EV Charging Payments

\$399

ShineEV Charger

Entry level EV charger hardware cost

3.9%

Transaction Fee

For ShineEV transactions only

\$10/
Month

Monthly Fee

\$10/Month per charger



Heber City Council Staff Report

MEETING DATE: 4/21/2026
SUBJECT: Contract Award to JL Concrete for construction of the West 300 South Trail Project
RESPONSIBLE: Russ Funk
DEPARTMENT: Engineering
STRATEGIC RELEVANCE: Necessary Administrative Action

SUMMARY

The purpose of this item is to seek Council approval to award a construction contract to JL Concrete for the West 300 South Trail project.

RECOMMENDATION

That the City Council authorize staff to execute a contract with the apparent low bidder JL Concrete for an amount of \$370,497.50.

BACKGROUND

The Heber City Parks and Trails Master Plan includes a trail along 300 South from 600 West to 500 East. A portion of the project was completed on the east side of Main Street in 2024. In FY25, the POSTT Committee recommended that the Council to pursue completion of the trail on the west side of Main Street and a Budget Amendment was subsequently completed to approve money for the Engineering Design. The design is now complete and construction is planned for FY26.

Heber City contracted with Sunrise Engineering for Engineering Design and Bidding Services relating to the project. The project was advertised for bid beginning on March 19, 2026 and a Public Bid Opening was held on April 9, 2026 at 2:00 pm at the Heber City Offices. The following bids were received:

Bidder	Bid Amount
JL Concrete	\$370,497.50
Wells Barker Construction	\$422,718.00
RC Enterprise	\$431,015.00
ACME Construction	\$468,194.50
Geneva Rock	\$468,398.00
Got Dirt Construction	\$479,657.50
J. Lyne Roberts & Sons	\$480,666.00

Concrete Concrete	\$522,231.00
Pronghorn Construction	\$539,000.00
Lazer Construction	\$555,145.00
North Ridge	\$585,680.00
MC Contractors	\$616,748.72
Stapp Construction	\$657,471.50

Attached is the bid tabulation showing the bid details.

DISCUSSION

The project is anticipated to be complete by July 31, 2026.

FISCAL IMPACT

Total Engineering Design & Public Outreach Services for the project are \$36,800
 Engineering Bidding, Contract Admin, and Inspection Services are estimated at \$35,000
 The construction cost if awarded to JL Concrete is \$370,497.50

The total budget for the Project, including a 10% construction contingency, is estimated to be \$479,000.00

The FY25/26 Budget includes \$719,000 of Impact Fee money (Fund 47 - Parks Impact Fee) to complete this project. A budget rollover into FY27 is anticipated for the portion of the project not completed by June 30, 2026.

CONCLUSION

Based on receiving favorable bids and the need to complete the project, Staff recommends that the Council approve the recommendation to award the contract to JL Concrete as proposed.

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve** award of the Construction Contract for the West 300 South Trail and authorize staff to execute a contract with JL Concrete in an amount of \$370,497.50.

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue

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

Alternative 4 - Denial

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

ACCOUNTABILITY

Department: Engineering
Staff member: Russ Funk, City Engineer

EXHIBITS

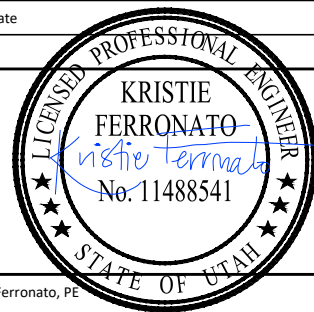
1. Bid Tabulation

Heber City West 300 South Trail

Bid Opening Date: April 9, 2026 @ 2:00 pm

BID TABULATION

Item No.	Item Description	Quantity	Unit	J.L. Concrete & Construction		Wells Barker Construction		RC Enterprise		ACME Construction		Geneva Rock	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
BASE BID													
1	Mobilization	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 14,000.95	\$ 14,000.95	\$ 44,000.00	\$ 44,000.00	\$ 16,500.00	\$ 16,500.00	\$ 44,000.00	\$ 44,000.00
2	Traffic Control	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 8,211.00	\$ 8,211.00	\$ 12,000.00	\$ 12,000.00	\$ 13,500.00	\$ 13,500.00	\$ 7,000.00	\$ 7,000.00
3	SWPPP Compliance & Erosion Control	1	LS	\$ 6,750.00	\$ 6,750.00	\$ 2,875.00	\$ 2,875.00	\$ 2,700.00	\$ 2,700.00	\$ 8,000.00	\$ 8,000.00	\$ 7,000.00	\$ 7,000.00
4	Dust Control & Watering	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 7,650.00	\$ 7,650.00	\$ 2,150.00	\$ 2,150.00	\$ 1,200.00	\$ 1,200.00	\$ 9,000.00	\$ 9,000.00
5	Pre-Construction Video	1	LS	\$ 1,200.00	\$ 1,200.00	\$ 150.00	\$ 150.00	\$ 215.00	\$ 215.00	\$ 725.00	\$ 725.00	\$ 300.00	\$ 300.00
6	Clearing, Grubbing, & Demolition	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 13,804.00	\$ 13,804.00	\$ 40,100.00	\$ 40,100.00	\$ 4,000.00	\$ 4,000.00	\$ 10,000.00	\$ 10,000.00
7	Construction Staking	1	LS	\$ 4,200.00	\$ 4,200.00	\$ 3,565.00	\$ 3,565.00	\$ 5,400.00	\$ 5,400.00	\$ 7,750.00	\$ 7,750.00	\$ 9,000.00	\$ 9,000.00
8	Materials Testing & Sampling	1	LS	\$ 9,000.00	\$ 9,000.00	\$ 5,090.00	\$ 5,090.00	\$ 5,400.00	\$ 5,400.00	\$ 3,150.00	\$ 3,150.00	\$ 6,000.00	\$ 6,000.00
9	Surface Restoration	1	LS	\$ 13,280.00	\$ 13,280.00	\$ 9,975.00	\$ 9,975.00	\$ 6,150.00	\$ 6,150.00	\$ 10,500.00	\$ 10,500.00	\$ 7,000.00	\$ 7,000.00
10	8-Foot Wide Concrete Trail	16,250	SF	\$ 9.25	\$ 150,312.50	\$ 10.41	\$ 169,162.50	\$ 7.50	\$ 121,875.00	\$ 8.75	\$ 142,187.50	\$ 10.80	\$ 175,500.00
11	5-Foot Wide Sidewalk	60	SF	\$ 7.50	\$ 450.00	\$ 12.00	\$ 720.00	\$ 7.50	\$ 450.00	\$ 14.65	\$ 879.00	\$ 10.80	\$ 648.00
12	High Back Curb & Gutter	75	LF	\$ 45.00	\$ 3,375.00	\$ 61.23	\$ 4,592.25	\$ 52.00	\$ 3,900.00	\$ 55.00	\$ 4,125.00	\$ 65.00	\$ 4,875.00
13	ADA Ramps	2	EA	\$ 1,650.00	\$ 3,300.00	\$ 800.00	\$ 1,600.00	\$ 2,850.00	\$ 5,700.00	\$ 2,995.00	\$ 5,990.00	\$ 3,600.00	\$ 7,200.00
14	Remove Existing Sidewalk	740	SY	\$ 27.00	\$ 19,980.00	\$ 55.92	\$ 41,380.80	\$ 10.00	\$ 7,400.00	\$ 10.00	\$ 7,400.00	\$ 10.00	\$ 7,400.00
15	Remove Curb and Gutter	65	LF	\$ 15.00	\$ 975.00	\$ 9.00	\$ 585.00	\$ 7.00	\$ 455.00	\$ 16.00	\$ 1,040.00	\$ 10.00	\$ 650.00
16	Remove Catch Basin	1	EA	\$ 1,200.00	\$ 1,200.00	\$ 2,000.00	\$ 2,000.00	\$ 915.00	\$ 915.00	\$ 2,250.00	\$ 2,250.00	\$ 1,400.00	\$ 1,400.00
17	Water Meters Relocation	13	EA	\$ 1,400.00	\$ 18,200.00	\$ 2,500.00	\$ 32,500.00	\$ 2,330.00	\$ 30,290.00	\$ 4,350.00	\$ 56,550.00	\$ 2,500.00	\$ 32,500.00
18	Mailbox Relocation	3	EA	\$ 500.00	\$ 1,500.00	\$ 150.00	\$ 450.00	\$ 110.00	\$ 330.00	\$ 501.00	\$ 1,503.00	\$ 400.00	\$ 1,200.00
19	Sign Relocation	3	EA	\$ 1,450.00	\$ 4,350.00	\$ 450.00	\$ 1,350.00	\$ 165.00	\$ 495.00	\$ 160.00	\$ 480.00	\$ 425.00	\$ 1,275.00
20	Existing Walking Bridge Relocation	2	EA	\$ 750.00	\$ 1,500.00	\$ 300.00	\$ 600.00	\$ 225.00	\$ 450.00	\$ 125.00	\$ 250.00	\$ 700.00	\$ 1,400.00
21	Tuncated-Dome Detectable Warning Surface	12	EA	\$ 750.00	\$ 9,000.00	\$ 300.00	\$ 3,600.00	\$ 400.00	\$ 4,800.00	\$ 665.00	\$ 7,980.00	\$ 600.00	\$ 7,200.00
22	Conduit Sleeves at Property Lines (Future PI Expansion)	16	EA	\$ 150.00	\$ 2,400.00	\$ 80.00	\$ 1,280.00	\$ 350.00	\$ 5,600.00	\$ 150.00	\$ 2,400.00	\$ 200.00	\$ 3,200.00
23	Pavement Striping	150	LF	\$ 6.50	\$ 975.00	\$ 7.04	\$ 1,056.00	\$ 3.50	\$ 525.00	\$ 0.35	\$ 52.50	\$ 11.00	\$ 1,650.00
24	24-Inch Gravel-Infill Manhole Cover and Frame Assembly	1	EA	\$ 1,200.00	\$ 1,200.00	\$ 1,650.00	\$ 1,650.00	\$ 1,350.00	\$ 1,350.00	\$ 1,385.00	\$ 1,385.00	\$ 2,220.00	\$ 2,220.00
25	Raise/Lower Collar Manhole	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 1,750.00	\$ 1,750.00	\$ 1,530.00	\$ 1,530.00	\$ 1,750.00	\$ 1,750.00	\$ 800.00	\$ 800.00
26	W11-2 Pedestrian Crossing Sign W/ W16-7P Downward Arrow Paque (MUTCD)	2	EA	\$ 1,200.00	\$ 2,400.00	\$ 500.00	\$ 1,000.00	\$ 1,980.00	\$ 3,960.00	\$ 525.00	\$ 1,050.00	\$ 1,000.00	\$ 2,000.00
27	W11-2 Pedestrian Crossing Sign W/ W16-9P "Ahead" Paque (MUTCD)	2	EA	\$ 1,200.00	\$ 2,400.00	\$ 500.00	\$ 1,000.00	\$ 1,980.00	\$ 3,960.00	\$ 525.00	\$ 1,050.00	\$ 1,000.00	\$ 2,000.00
28	Curb Drop Inlet Box & Grate & Frame	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 4,622.00	\$ 4,622.00	\$ 3,030.00	\$ 3,030.00	\$ 7,750.00	\$ 7,750.00	\$ 5,300.00	\$ 5,300.00
29	3 FT x 3 FT Grate Assembly / Inlet Box	15	EA	\$ 1,200.00	\$ 18,000.00	\$ 3,915.00	\$ 58,725.00	\$ 4,350.00	\$ 65,250.00	\$ 6,795.00	\$ 101,925.00	\$ 4,500.00	\$ 67,500.00
30	12-Inch HDPE Storm Drain Pipe	340	LF	\$ 50.00	\$ 17,000.00	\$ 41.39	\$ 14,072.60	\$ 115.00	\$ 39,100.00	\$ 135.00	\$ 45,900.00	\$ 78.00	\$ 26,520.00
31	1 FT Earthen Swale	210	LF	\$ 20.00	\$ 4,200.00	\$ 5.00	\$ 1,050.00	\$ 11.50	\$ 2,415.00	\$ 4.00	\$ 840.00	\$ 14.00	\$ 2,940.00
32	Relocated Ditch	390	LF	\$ 15.00	\$ 5,850.00	\$ 7.31	\$ 2,850.90	\$ 14.50	\$ 5,655.00	\$ 4.25	\$ 1,657.50	\$ 14.00	\$ 5,460.00
33	Head Gate	7	EA	\$ 1,500.00	\$ 10,500.00	\$ 1,400.00	\$ 9,800.00	\$ 495.00	\$ 3,465.00	\$ 925.00	\$ 6,475.00	\$ 1,180.00	\$ 8,260.00
				TOTAL - BASE BID	\$ 370,497.50	TOTAL - BASE BID	\$ 422,718.00	TOTAL - BASE BID	\$ 431,015.00	TOTAL - BASE BID	\$ 468,194.50	TOTAL - BASE BID	\$ 468,398.00



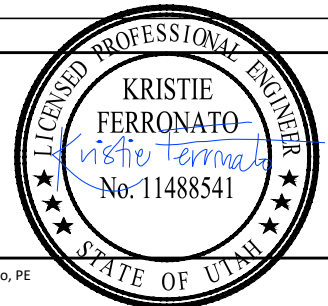
Kristie Ferronato, PE
Project Engineer

Heber City West 300 South Trail

Bid Opening Date: April 9, 2026 @ 2:00 pm

BID TABULATION

Item No.	Item Description	Quantity	Unit	Got Dirt Construction		J. Lyne Roberts & Sons		Concrete Concrete		Pronghorn Construction		Lazer Construction	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
BASE BID													
1	Mobilization	1	LS	\$ 58,500.00	\$ 58,500.00	\$ 24,000.00	\$ 24,000.00	\$ 24,800.00	\$ 24,800.00	\$ 30,000.00	\$ 30,000.00	\$ 22,500.00	\$ 22,500.00
2	Traffic Control	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 5,575.00	\$ 5,575.00	\$ 6,150.00	\$ 6,150.00	\$ 30,000.00	\$ 30,000.00	\$ 9,500.00	\$ 9,500.00
3	SWPPP Compliance & Erosion Control	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 3,850.00	\$ 3,850.00	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,500.00	\$ 5,500.00
4	Dust Control & Watering	1	LS	\$ 5,200.00	\$ 5,200.00	\$ 2,675.00	\$ 2,675.00	\$ 4,500.00	\$ 4,500.00	\$ 10,000.00	\$ 10,000.00	\$ 3,500.00	\$ 3,500.00
5	Pre-Construction Video	1	LS	\$ 450.00	\$ 450.00	\$ 835.00	\$ 835.00	\$ 600.00	\$ 600.00	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00
6	Clearing, Grubbing, & Demolition	1	LS	\$ 9,000.00	\$ 9,000.00	\$ 11,200.00	\$ 11,200.00	\$ 21,600.00	\$ 21,600.00	\$ 25,000.00	\$ 25,000.00	\$ 13,500.00	\$ 13,500.00
7	Construction Staking	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 5,000.00	\$ 5,000.00	\$ 8,500.00	\$ 8,500.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
8	Materials Testing & Sampling	1	LS	\$ 15,500.00	\$ 15,500.00	\$ 4,450.00	\$ 4,450.00	\$ 8,970.00	\$ 8,970.00	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00
9	Surface Restoration	1	LS	\$ 17,500.00	\$ 17,500.00	\$ 7,300.00	\$ 7,300.00	\$ 27,000.00	\$ 27,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
10	8-Foot Wide Concrete Trail	16,250	SF	\$ 11.75	\$ 190,937.50	\$ 12.72	\$ 206,700.00	\$ 14.50	\$ 235,625.00	\$ 10.00	\$ 162,500.00	\$ 18.00	\$ 292,500.00
11	5-Foot Wide Sidewalk	60	SF	\$ 11.50	\$ 690.00	\$ 21.75	\$ 1,305.00	\$ 14.50	\$ 870.00	\$ 10.00	\$ 600.00	\$ 16.00	\$ 960.00
12	High Back Curb & Gutter	75	LF	\$ 66.00	\$ 4,950.00	\$ 63.00	\$ 4,725.00	\$ 53.00	\$ 3,975.00	\$ 40.00	\$ 3,000.00	\$ 45.00	\$ 3,375.00
13	ADA Ramps	2	EA	\$ 1,680.00	\$ 3,360.00	\$ 2,400.00	\$ 4,800.00	\$ 2,200.00	\$ 4,400.00	\$ 5,000.00	\$ 10,000.00	\$ 4,000.00	\$ 8,000.00
14	Remove Existing Sidewalk	740	SY	\$ 20.00	\$ 14,800.00	\$ 41.70	\$ 30,858.00	\$ 12.75	\$ 9,435.00	\$ 10.00	\$ 7,400.00	\$ 70.00	\$ 51,800.00
15	Remove Curb and Gutter	65	LF	\$ 14.00	\$ 910.00	\$ 28.00	\$ 1,820.00	\$ 10.50	\$ 682.50	\$ 10.00	\$ 650.00	\$ 30.00	\$ 1,950.00
16	Remove Catch Basin	1	EA	\$ 1,750.00	\$ 1,750.00	\$ 1,425.00	\$ 1,425.00	\$ 800.00	\$ 800.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00
17	Water Meters Relocation	13	EA	\$ 1,285.00	\$ 16,705.00	\$ 995.00	\$ 12,935.00	\$ 1,300.00	\$ 16,900.00	\$ 3,000.00	\$ 39,000.00	\$ 1,100.00	\$ 14,300.00
18	Mailbox Relocation	3	EA	\$ 300.00	\$ 900.00	\$ 388.00	\$ 1,164.00	\$ 300.00	\$ 900.00	\$ 1,000.00	\$ 3,000.00	\$ 700.00	\$ 2,100.00
19	Sign Relocation	3	EA	\$ 400.00	\$ 1,200.00	\$ 825.00	\$ 2,475.00	\$ 400.00	\$ 1,200.00	\$ 150.00	\$ 450.00	\$ 550.00	\$ 1,650.00
20	Existing Walking Bridge Relocation	2	EA	\$ 850.00	\$ 1,700.00	\$ 825.00	\$ 1,650.00	\$ 650.00	\$ 1,300.00	\$ 4,000.00	\$ 8,000.00	\$ 6,000.00	\$ 12,000.00
21	Tuncated-Dome Detectable Warning Surface	12	EA	\$ 290.00	\$ 3,480.00	\$ 307.00	\$ 3,684.00	\$ 225.00	\$ 2,700.00	\$ 400.00	\$ 4,800.00	\$ 230.00	\$ 2,760.00
22	Conduit Sleeves at Property Lines (Future PI Expansion)	16	EA	\$ 125.00	\$ 2,000.00	\$ 100.00	\$ 1,600.00	\$ 44.00	\$ 704.00	\$ 200.00	\$ 3,200.00	\$ 280.00	\$ 4,480.00
23	Pavement Striping	150	LF	\$ 5.00	\$ 750.00	\$ 16.00	\$ 2,400.00	\$ 9.00	\$ 1,350.00	\$ 10.00	\$ 1,500.00	\$ 7.00	\$ 1,050.00
24	24-Inch Gravel-Infill Manhole Cover and Frame Assembly	1	EA	\$ 1,850.00	\$ 1,850.00	\$ 1,145.00	\$ 1,145.00	\$ 1,350.00	\$ 1,350.00	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00
25	Raise/Lower Collar Manhole	1	EA	\$ 1,850.00	\$ 1,850.00	\$ 550.00	\$ 550.00	\$ 850.00	\$ 850.00	\$ 2,000.00	\$ 2,000.00	\$ 1,800.00	\$ 1,800.00
26	W11-2 Pedestrian Crossing Sign W/ W16-7P Downward Arrow Paque (MUTCD)	2	EA	\$ 325.00	\$ 650.00	\$ 3,585.00	\$ 7,170.00	\$ 1,200.00	\$ 2,400.00	\$ 500.00	\$ 1,000.00	\$ 400.00	\$ 800.00
27	W11-2 Pedestrian Crossing Sign W/ W16-9P "Ahead" Paque (MUTCD)	2	EA	\$ 325.00	\$ 650.00	\$ 3,585.00	\$ 7,170.00	\$ 1,200.00	\$ 2,400.00	\$ 500.00	\$ 1,000.00	\$ 400.00	\$ 800.00
28	Curb Drop Inlet Box & Grate & Frame	1	EA	\$ 3,400.00	\$ 3,400.00	\$ 3,515.00	\$ 3,515.00	\$ 5,200.00	\$ 5,200.00	\$ 5,000.00	\$ 5,000.00	\$ 2,800.00	\$ 2,800.00
29	3 FT x 3 FT Grate Assembly / Inlet Box	15	EA	\$ 4,450.00	\$ 66,750.00	\$ 4,375.00	\$ 65,625.00	\$ 5,200.00	\$ 78,000.00	\$ 4,000.00	\$ 60,000.00	\$ 1,600.00	\$ 24,000.00
30	12-Inch HDPE Storm Drain Pipe	340	LF	\$ 57.00	\$ 19,380.00	\$ 86.50	\$ 29,410.00	\$ 85.00	\$ 28,900.00	\$ 120.00	\$ 40,800.00	\$ 44.00	\$ 14,960.00
31	1 FT Earthen Swale	210	LF	\$ 10.00	\$ 2,100.00	\$ 17.00	\$ 3,570.00	\$ 28.55	\$ 5,995.50	\$ 10.00	\$ 2,100.00	\$ 16.00	\$ 3,360.00
32	Relocated Ditch	390	LF	\$ 12.00	\$ 4,680.00	\$ 36.80	\$ 14,352.00	\$ 16.60	\$ 6,474.00	\$ 50.00	\$ 19,500.00	\$ 25.00	\$ 9,750.00
33	Head Gate	7	EA	\$ 795.00	\$ 5,565.00	\$ 819.00	\$ 5,733.00	\$ 600.00	\$ 4,200.00	\$ 3,000.00	\$ 21,000.00	\$ 1,850.00	\$ 12,950.00
				TOTAL - BASE BID	\$ 479,657.50	TOTAL - BASE BID	\$ 480,666.00	TOTAL - BASE BID	\$ 522,231.00	TOTAL - BASE BID	\$ 539,000.00	TOTAL - BASE BID	\$ 555,145.00

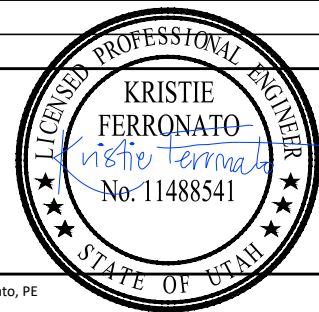


Kristie Ferronato, PE
Project Engineer

Heber City West 300 South Trail

Bid Opening Date: April 9, 2026 @ 2:00 pm

BID TABULATION									
Item No.	Item Description	Quantity	Unit	North Ridge		MC Contractors		Stapp Construction	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
BASE BID									
1	Mobilization	1	LS	\$ 140,445.00	\$ 140,445.00	\$ 35,000.00	\$ 35,000.00	\$ 68,205.00	\$ 68,205.00
2	Traffic Control	1	LS	\$ 18,000.00	\$ 18,000.00	\$ 12,000.00	\$ 12,000.00	\$ 23,870.00	\$ 23,870.00
3	SWPPP Compliance & Erosion Control	1	LS	\$ 16,000.00	\$ 16,000.00	\$ 6,930.00	\$ 6,930.00	\$ 19,265.00	\$ 19,265.00
4	Dust Control & Watering	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00	\$ 7,125.00	\$ 7,125.00
5	Pre-Construction Video	1	LS	\$ -	\$ -	\$ 300.00	\$ 300.00	\$ 1,865.00	\$ 1,865.00
6	Clearing, Grubbing, & Demolition	1	LS	\$ 22,000.00	\$ 22,000.00	\$ 10,000.00	\$ 10,000.00	\$ 17,770.00	\$ 17,770.00
7	Construction Staking	1	LS	\$ 7,540.00	\$ 7,540.00	\$ 12,000.00	\$ 12,000.00	\$ 8,290.00	\$ 8,290.00
8	Materials Testing & Sampling	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 13,500.00	\$ 13,500.00	\$ 9,410.00	\$ 9,410.00
9	Surface Restoration	1	LS	\$ 18,000.00	\$ 18,000.00	\$ 45,000.00	\$ 45,000.00	\$ 13,590.00	\$ 13,590.00
10	8-Foot Wide Concrete Trail	16,250	SF	\$ 9.25	\$ 150,312.50	\$ 9.00	\$ 146,250.00	\$ 15.00	\$ 243,750.00
11	5-Foot Wide Sidewalk	60	SF	\$ 9.50	\$ 570.00	\$ 28.00	\$ 1,680.00	\$ 12.50	\$ 750.00
12	High Back Curb & Gutter	75	LF	\$ 40.50	\$ 3,037.50	\$ 80.00	\$ 6,000.00	\$ 45.00	\$ 3,375.00
13	ADA Ramps	2	EA	\$ 1,800.00	\$ 3,600.00	\$ 1,800.00	\$ 3,600.00	\$ 3,440.00	\$ 6,880.00
14	Remove Existing Sidewalk	740	SY	\$ 14.00	\$ 10,360.00	\$ 19.97	\$ 14,777.80	\$ 14.00	\$ 10,360.00
15	Remove Curb and Gutter	65	LF	\$ 35.00	\$ 2,275.00	\$ 20.00	\$ 1,300.00	\$ 9.70	\$ 630.50
16	Remove Catch Basin	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 2,720.03	\$ 2,720.03	\$ 926.00	\$ 926.00
17	Water Meters Relocation	13	EA	\$ 1,200.00	\$ 15,600.00	\$ 4,400.00	\$ 57,200.00	\$ 2,240.00	\$ 29,120.00
18	Mailbox Relocation	3	EA	\$ 200.00	\$ 600.00	\$ 200.00	\$ 600.00	\$ 274.00	\$ 822.00
19	Sign Relocation	3	EA	\$ 150.00	\$ 450.00	\$ 600.00	\$ 1,800.00	\$ 470.00	\$ 1,410.00
20	Existing Walking Bridge Relocation	2	EA	\$ 1,500.00	\$ 3,000.00	\$ 4,000.00	\$ 8,000.00	\$ 2,235.00	\$ 4,470.00
21	Tuncated-Dome Detectable Warning Surface	12	EA	\$ 400.00	\$ 4,800.00	\$ 2,700.00	\$ 32,400.00	\$ 404.00	\$ 4,848.00
22	Conduit Sleeves at Property Lines (Future PI Expansion)	16	EA	\$ 250.00	\$ 4,000.00	\$ 800.00	\$ 12,800.00	\$ 1,250.00	\$ 20,000.00
23	Pavement Striping	150	LF	\$ 6.00	\$ 900.00	\$ 18.00	\$ 2,700.00	\$ 16.00	\$ 2,400.00
24	24-Inch Gravel-Infill Manhole Cover and Frame Assembly	1	EA	\$ 2,200.00	\$ 2,200.00	\$ 2,000.00	\$ 2,000.00	\$ 5,365.00	\$ 5,365.00
25	Raise/Lower Collar Manhole	1	EA	\$ 1,800.00	\$ 1,800.00	\$ 1,200.00	\$ 1,200.00	\$ 1,150.00	\$ 1,150.00
26	W11-2 Pedestrian Crossing Sign W/ W16-7P Downward Arrow Paque (MUTCD)	2	EA	\$ 225.00	\$ 450.00	\$ 2,000.00	\$ 4,000.00	\$ 1,175.00	\$ 2,350.00
27	W11-2 Pedestrian Crossing Sign W/ W16-9P "Ahead" Paque (MUTCD)	2	EA	\$ 240.00	\$ 480.00	\$ 2,000.00	\$ 4,000.00	\$ 1,175.00	\$ 2,350.00
28	Curb Drop Inlet Box & Grate & Frame	1	EA	\$ 2,485.00	\$ 2,485.00	\$ 6,000.00	\$ 6,000.00	\$ 4,420.00	\$ 4,420.00
29	3 FT x 3 FT Grate Assembly / Inlet Box	15	EA	\$ 3,025.00	\$ 45,375.00	\$ 6,867.44	\$ 103,011.60	\$ 3,980.00	\$ 59,700.00
30	12-Inch HDPE Storm Drain Pipe	340	LF	\$ 110.00	\$ 37,400.00	\$ 76.70	\$ 26,078.00	\$ 147.00	\$ 49,980.00
31	1 FT Earthen Swale	210	LF	\$ 30.00	\$ 6,300.00	\$ 32.00	\$ 6,720.00	\$ 32.00	\$ 6,720.00
32	Relocated Ditch	390	LF	\$ 60.00	\$ 23,400.00	\$ 37.88	\$ 14,773.20	\$ 28.50	\$ 11,115.00
33	Head Gate	7	EA	\$ 2,400.00	\$ 16,800.00	\$ 1,486.87	\$ 10,408.09	\$ 2,170.00	\$ 15,190.00
				TOTAL - BASE BID	\$ 585,680.00	TOTAL - BASE BID	\$ 616,748.72	TOTAL - BASE BID	\$ 657,471.50



Kristie Ferronato, PE
Project Engineer



HEBER CITY COUNCIL STAFF REPORT

MEETING DATE: 4/16/26

SUBJECT: Nominations to the Historic Preservation Commission, and the Airport Advisory Board (AAB).

RESPONSIBLE: Mayor Heidi Franco

STRATEGIC RELEVANCE: Necessary Administrative Item

SUMMARY

Mayor is nominating **two Historic Preservation Commission members: Richard Knight and Bonnie Witt Vance**; both Heber City residents. Ron Carlisle, Commission Chair, is very happy to have them join the Commission. See attached applications.

The Mayor thanks leaving Historic Preservation Commission member, Harvey Horner, who is now the new President of the Sons of the Utah Pioneers. Mr. Horner served in an excellent and committed way on the Commission. Mayor will be advertising openings on the Historic Preservation Commission for regular members and alternates in the May City Newsletter.

Mayor is renominating these **current members on the AAB:**

-Jeff Mabbutt, Heber City Representative, Term from 2026 - 2030

-Bill Tew, Heber City Representative, Term from 2026 - 2030

Historic Preservation Commis		
<i>Name</i>	<i>Contact Phone</i>	<i>Email</i>
Ron Carlile (Chair)		
Kristi Bond		
Catherin Dalton		
Mckay King		
Harvey Horner		
Michael Seiter		
<i>Alternate (Vacant)</i>		
<i>Alternate (Vacant)</i>		
Yvonne Barney		

Assigned Staff		
<i>Name</i>	<i>Number</i>	<i>Email</i>
Robin Raines-Bond	(435) 657-7887	rraines@heberut.gov
Mark Smedley	(435) 657-7870	msmedley@heberut.gov
Jacob Roberts	(435) 657-7874	jroberts@heberut.gov

Meeting Dates 2026
<i>Location: Council Chambers</i>
January 12th @ 12pm
April 20th @ 12pm
July 20th @ 12pm
October 19th @ 12pm

Commissioner Roster & Info			
Appointment Date	Term Length	Term Expiration	Address
11/5/2024	6 Years	11/1/2030	
11/5/2024	4 Years	11/1/2028	
11/5/2024	4 Years	11/1/2028	
11/5/2024	4 Years	11/1/2028	
6/15/2021	Unknown	Unknown	
2022-23?	Unknown	Unknown	
1/6/2026	4 Years	1/6/2030	

Department
Deputy Recorder
Assistant City Manager
Community Development

Recommended Action

Harvey Horner and Michael Seiter are likely termed out of office. A 2 year term length to begin with. After talking with both, they have agreed to move on. **One** new full time Commissioner should be appointed to 2 years. Only 5 voting members are required. One of the current term lengths of 4 years should be adjusted to a 6 year term to ensure a proper rotation schedule. Second, two new Commissioners should be appointed to 2 year terms.

Municipal Code:		HPC Municipal C
<i>Years Left in Term</i>	<i>Agenda</i>	

4.53 years (1656 days)

2.53 years (926 days)

2.53 years (926 days)

2.53 years (926 days)

[Agenda](#)

All four appointed in the same meeting.
for 6 years in order to

[Agenda](#)

No longer wants to be full member of the
Utah Pioneers

Not as interested in maintaining his position
term is t

Required by

3.71 years (926 days)

Council Rep, non-voting member. Appo

ons

out as they never had a term
ave expressed the desire to
e appointed to a term length of
f the three Commissioners with
ar term. These two actions will
/ alternates should be

Code

Notes

Two of these appointments should have been maintain rotation schedule

he HPC, liaison position between Sons of the and HPC requested.

osition on the Commission. Will step aside if technically up

y Code: 2.50.020

ointment length at discretion of the Mayor

Membership Terms Current Set Up		
<i>Name</i>	<i>Term</i>	<i>Required Term Length</i>
Ron Carlile	6 years	6 Years
Kristi Bond	4 Years	6 Years
Catherine Dalton	4 Years	4 Years
McKay King	4 Years	4 Years
Vacant**		2 Years
Vacant***		2 Years
Alternate		2 Years
Alternate		2 Years

**This does not mean a specific Commissioner should be reappointed to a longer term, any Commissioner can take on that task*

*** Harvey Horner has expressed a desire to no longer be a Commissioner*

****Michael Seiter has expressed a willingness to step down from the Commission. This position does not need to be refilled.*

Membership Terms Required Set Up

<i>Position</i>	<i>Required Term</i>
Commissioner 1	6 Years
Commissioner 2	6 Years
Commissioner 3	4 Years
Commissioner 4	4 Years
Commissioner 5	2 Years
Alternate 1	2 Years
Alternate 2	2 Years

** Only 5 Voting Members Required*

CERTIFIED LOCAL GOVERNMENT PROGRAM
HISTORIC PRESERVATION COMMISSION MEMBER FORM
for the

Heber City Historic Preservation Commission

Name: RICHARD KNIGHT Date: 4/7/2026

Address: HEBER CITY, UTAH 84032

Telephone Number: _____ Email Address: _____

Date of appointment to Commission. _____

Length of term; e.g., 2 years, 4 years, etc. _____

Education: Colleges/universities attended with degrees, areas of study and dates completed.
DIXIE COLLEGE
BYU COLLEGE

Occupation: BUILDER RETIRED

Positions and/or work experience.
OWNER CONSTRUCTION COMPANY

Local history/historic preservation activities (publications, committee work, etc.)
PROJECTS IN PARK CITY HISTORICAL AREA

Community and other activities:

CERTIFIED LOCAL GOVERNMENT PROGRAM
HISTORIC PRESERVATION COMMISSION MEMBER FORM
for the

HEBER CITY Historic Preservation Commission

Name: Bonnie W. Vance Date: 3/27/20

Address: Heber, UT 84032

Telephone Number: _____ Email Address: _____

Date of appointment to Commission. _____

Length of term; e.g., 2 years, 4 years, etc. _____

Education: Colleges/universities attended with degrees, areas of study and dates completed.

Dixie College Associates Degree

Occupation: Health & Medicare insurance

Positions and/or work experience.

Built 5 homes in Wasatch County
Married to an architect, we are well traveled, have visited
all 50 states and 32 countries. We love historic buildings.

Local history/historic preservation activities (publications, committee work, etc.)

My grandma helped save the tabernacle, my ancestors
settled the valley, my roots and love for the valley
run deep.

Community and other activities:

I have served on HOA boards. I serve at my church.



Wasatch County Health Department

2025

Annual Report

Alan Day Photography

MISSION

To promote and protect the health and well-being of individuals, families, and our community.

VISION

Optimal community health through collaboration in a highly integrated community health system.

BOARD OF HEALTH



Kendall Crittenden
Chair



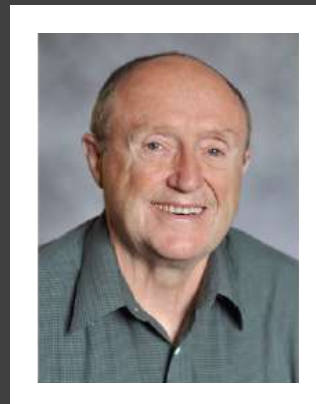
Sara Simonsen
Vice-Chair



Michelle Lundlow



Coleen Nielsen



Neal Burton



Jay Eckersley



Britt Manning

PROGRAMS AND SERVICES

- Administration
- Emergency Services
- Environmental Health
- Epidemiology
- Health Promotion
- Public Health Nursing
- Women, Infants, & Children (WIC)



STORIES

CARES PROGRAM

“Making a Difference in Early Childhood Development”



C- Coordinated Care

A- Developmental Assessments

R- Resources and Referrals

E- Education for Parents and Children

S- Safety



1

Served
66 families in 2025

2

Kids improve things like
speech and social skills

3

Several parents expressed
they had better tools to
support their family and
children's needs

MRC VOLUNTEERS

"Medical Reserve Corps (MRC) Volunteering in Community"



1

19 WC-MRC volunteers provided first aid coverage for the four-day Sheepdog Event at Soldier Hollow over Memorial Day weekend.

2

Treated 88 individuals for minor injuries and heat-related concerns

Results from these efforts:

1

Received strong praise from the Olympic Legacy Foundation for professionalism and effectiveness

2

Earned requests for medical support at four additional 2025 events



FALLS PREVENTION

"New Falls Prevention Workshop Series"

1

Stepping
On Program
no longer
funded



2

EMS data
showed falls
remain a major
issue for older
adults



3

Opportunity
emerged to build a
stronger, more
flexible prevention
model



4 Designed and launched the Falls Prevention Workshop Series

5 Monthly expert-led sessions plus individualized home exercise plans



FLU CLINICS

“Flu Shots Becoming More Convenient For Our Community”



1

Accessibility and options for residents to get their flu shot

2

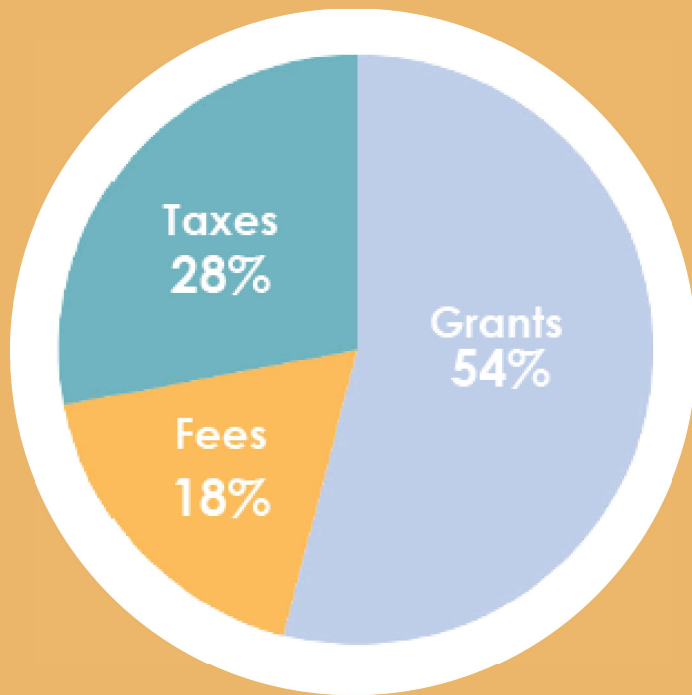
Administered 1,080 Flu Shots during the 2025-2026 flu season

3

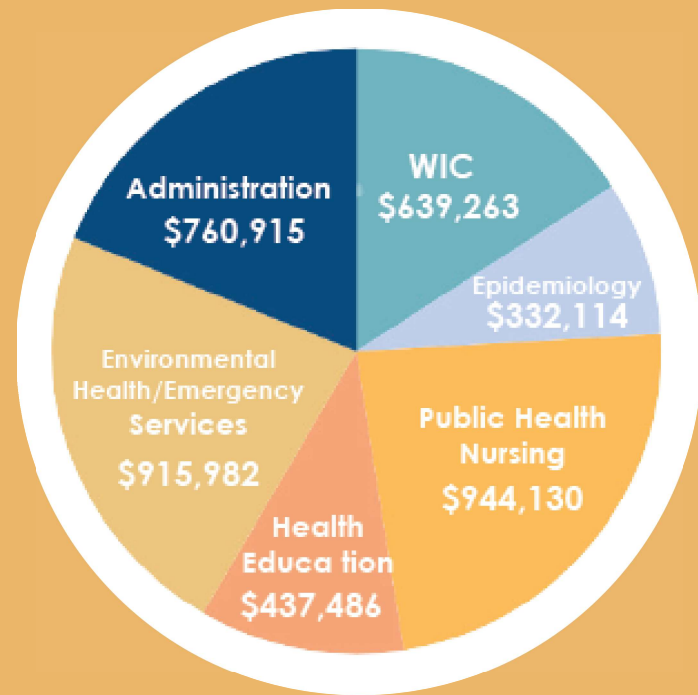
E-Clinical (Paperless process) to make payments and provide consent for appointments

BUDGET

REVENUE

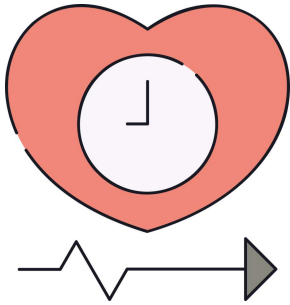


EXPENSES



TOTAL EXPENDITURES: \$4,029,191

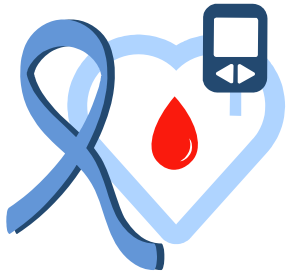
FEATURED STATISTICS



82.0 YRS

UT: 80.1 | US: 79.0

Life Expectancy at Birth



6.0%

UT: 8.7 | US: 10.8

Adults with Diabetes



9.7%

UT: 14.5 | US: 18.6

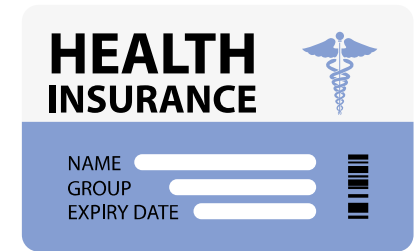
Fair/General Poor Health



18.1%

UT: 26.1 | US: 21.4

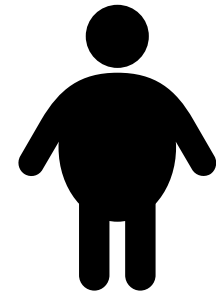
Depression Prevalance



13.7%

UT: 8.6 | US: 9.2

No Health Insurance



23.2%

UT: 31.0 | US: 33.3

Adult Obesity



THE END

Alan Day Photography



Heber City Council Staff Report

MEETING DATE: 4/21/2026

SUBJECT: Acceptance of Riverhawk Road Annexation Petition, Located approximately at 1000 West SR 113 (100 S)

RESPONSIBLE: Jamie Baron

DEPARTMENT: Planning

STRATEGIC RELEVANCE: Community and Economic Development

SUMMARY

Wasatch County School District is requesting to Annex 3.38 acres of land into the City for the purpose of constructing a road. Accepting the petition is the first step in the annexation process.

Policy Question:

1. Should the City accept the Riverhawk Road Annexation Petition for further study?

RECOMMENDATION

Staff is recommending the Council accept the petition to allow for further study.

BACKGROUND

The area proposed to be annexed is the roadway in front of the new Deer Creek High school. The roadway is split between the City and the County. The petition is to bring the roadway into the City limits.

DISCUSSION

Process

The first step in the annexation process is to accept the annexation. By accepting the petition, the council will allow the applicant to go through the public process, which will allow the council to hold a public hearing and consider the annexation. This step does not guarantee annexation.

Following acceptance, the process is as follows:

- 30 day certification process
- 30 day protest period
- Review and recommendation by Planning Commission
- Public hearing at City Council
- Decision by City Council

FISCAL IMPACT

N/A

CONCLUSION

Wasatch County School District is seeking annexation of the road in front on the new High School. The property is within the annexation boundary of the City. The choice of the council is to accept or reject the petition for further study. Staff is recommending the council accept the petition.

ALTERNATIVES

1. Accept
 2. Deny
-

POTENTIAL MOTIONS

Approval - Staff Recommended Option

I move to **accept** the Saldarini Annexation Petition.

ACCOUNTABILITY

Department: Planning
Staff member: Jamie Baron, Planning Manager

EXHIBITS

1. Annexation Petition for Riverhawk Road (1)

PETITION FOR ANNEXATION INTO HEBER CITY

Annexation Name: RIVERHAWK ROAD

We, the undersigned owners of certain real property lying contiguous to the present municipal limits of Heber City hereby submit this Petition for Annexation and respectfully represent the following:

1. This petition is made pursuant to the requirements of Section 10-2-403, Utah Code Annotated:
2. The property subject to this petition is an unincorporated area contiguous to the boundaries of Heber City and the annexation thereof will not leave or create an unincorporated island or peninsula;
3. The signatures affixed hereto are those of the owners of private real property that:
 - a. is located within the area proposed for annexation;
 - b. covers a majority of the private land area within the area proposed for annexation;
 - c. is equal in value to at least 1/3 of the value of all private real property within the area proposed for annexation; and
 - d. lies contiguous to the present boundary of Heber City's corporate limits, located at the approximate address: **1000 West 200 North**
4. The petitioners have caused an accurate plat or map of the above-described property to be prepared by a licensed surveyor, which plat or map is filed herewith in Exhibit A;
5. Title to the property by those signing this petition is as shown in the deeds or title report attached hereto as Exhibit B.
6. The manner in which it was established that at least 1/3 of the value of all the private property sought to be annexed and at least a majority of the acreage is owned by the signers of this petition is shown in the attached Exhibit C (value and acreage spreadsheet) and Exhibit D (copies of all tax notices).

7. Land values and acreage within the annexation are as follows:

a. Total acreage within annexation:	3.38 acres	
b. Total private property acreage within annexation:	3.38 acres	
c. Petitioner's acreage within annexation:	3.38 acres	100%
		% of Total Private Area
d. Total Assessed Land Value within annexation:	\$0	
e. Petitioner's Assessed Land Value within annexation	\$0	100%
		% of Total Value

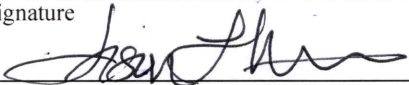
8. This petition does not propose annexation of all or a part of an area proposed for annexation in a previously filed petition that has not been denied, rejected, or granted;
9. This petition does not propose annexation of all or a part of an area proposed to be incorporated in a request for a feasibility study under Section 10-2-103 U.C.A. or a petition under Section 10-2-125, U.C.A. if:
 - a. the request or petition was filed before the filing of the annexation petition, and
 - b. the request, a petition under Section 10-2-109 based on that request, or a petition under Section 10-2-125 is still pending on the date the annexation petition is filed;
10. The names and mailing addresses of all the owners of the parcels of land located within 300 feet of the area proposed to be annexed as shown in Exhibit E.
11. A vicinity map showing the City's current boundaries in relation to the proposed annexation in Exhibit F.
12. Per the Heber City Annexation Policy Plan, a Concept Plan is attached as Exhibit G. This Concept Plan is a very preliminary plan -- the petitioner is not strictly bound by it. However, it is the hope of the Heber City Council that the Concept Plan submitted is the primary intention of the developer at the time annexation is being requested.

PETITION SIGNATURE PAGE 1

WHEREFORE, the Petitioners hereby request that this Petition be considered by the Heber City Council at its next regular meeting, or as soon thereafter as possible; that a resolution or motion be adopted or passed as required by law accepting this Petition for Annexation for further consideration; and that the governing body take such steps as required by law to complete the annexation herein petitioned.

Name of Annexation: **RIVERHAWK ROAD**

Petitioner 1

Petitioner Name Board of Education of Wasatch School District	Phone Number 435-654-0280
Mailing Address 101 East 200 North Heber City, Utah 84032	Email Address Jason.watt@wasatch.edu
Parcel Numbers 00-0021-8868	
Signature 	Date 3/10/26

NOTICE

There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election. If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of Heber City. If you choose to withdraw your signature, you shall do so no later than 30 days after Heber City receives notice that the petition has been certified.

PETITION CONTACT SPONSOR

Designate at least one but not more than five of the signers of this petition as “Sponsors”, one of whom must be designated as the Contact Sponsor. Any person signing in behalf of a corporation or LLC must show and provide verification that they are authorized to sign for said corporation or LLC and sign as designated on such authorization. Each signature of a Petition Sponsor must be notarized.

Petitioner Name Board of Education of Wasatch School District	Phone Number (435) 654-0280
Mailing Address 101 East 200 North Heber City, Utah 84032	Email Address jason.watt@wasatch.edu
Parcel Numbers 00-0021-8868	

ENTITY:

By: *[Signature]* *Business Administrator*
 Name/Title:

STATE OF Utah)
) : ss.
 COUNTY OF Wasatch)

On this 10 day of March, 2026, personally appeared before me the above named:

who is personally known to me,
 _____ whose identity I verified on the basis of _____
 _____ who is authorized to sign on behalf of the entity/(ies) that own the property
 to be the signer of the foregoing document, and he/she acknowledged that he/she signed it.

Mary S. Barger
 NOTARY PUBLIC

My Commission Expires: 10/18/2027

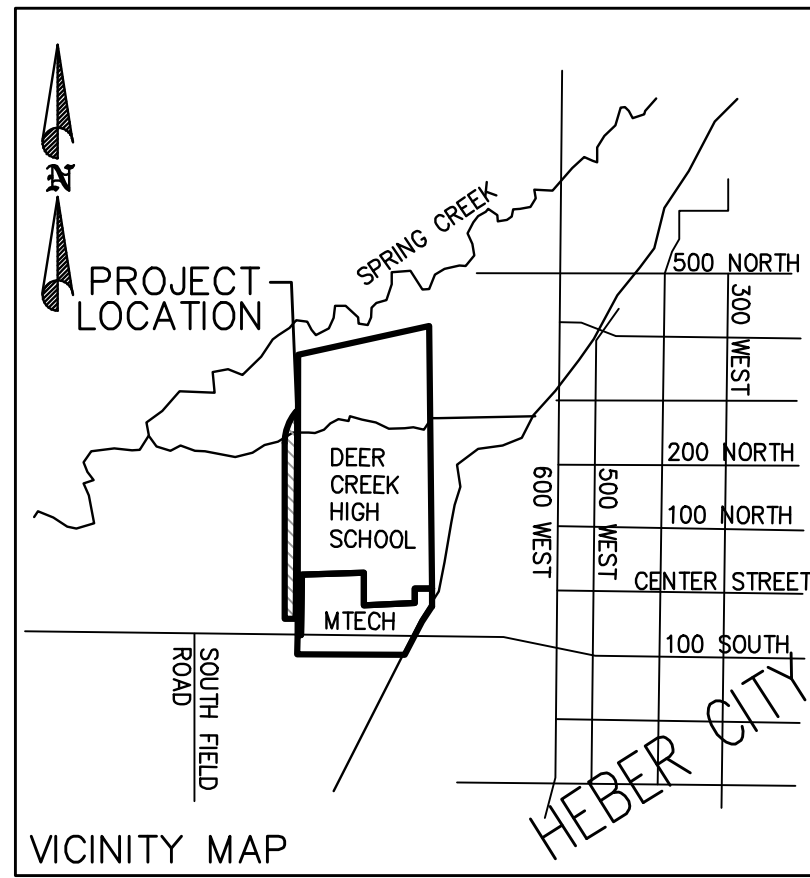
NOTICE

There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election. If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of Heber City. If you choose to withdraw your signature, you shall do so no later than 30 days after Heber City receives notice that the petition has been certified.

EXHIBIT A: ANNEXATION MAP

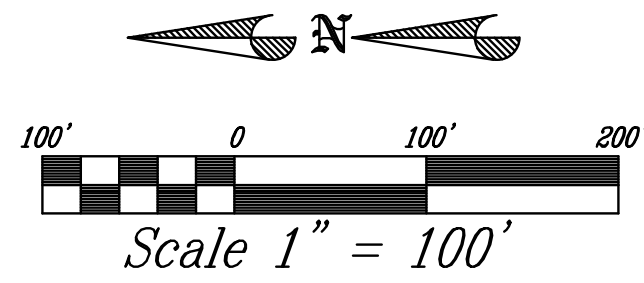
RIVERHAWK ROAD ANNEXATION

LOCATED IN SOUTH QUARTER SECTION 31 TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN.



LEGEND

- HEBER CITY LIMITS
- ANNEXATION BOUNDARY
- PREVIOUS ANNEXATION BOUNDARY
- DEED LINES
- STATE ROAD 113 RIGHT-OF-WAY
- EXISTING ASPHALT



BASIS OF BEARING

BASIS OF BEARING FOR THIS ALTA SURVEY IS NORTH 89°48'32" EAST FROM THE FOUND WASATCH COUNTY BRASS CAP MARKING THE SOUTHWEST CORNER AND THE FOUND WASATCH COUNTY BRASS CAP MARKING THE SOUTH 1/4 CORNER OF SECTION 31, T3S, R5E, SLB&M, IN CONFORMANCE WITH THE UTAH STATE PLANE COORDINATE SYSTEM CENTRAL ZONE BEARINGS (NAD83).

BOUNDARY DESCRIPTION

BEGINNING AT A POINT SOUTH 112.29 FEET AND EAST 815.00 FEET FROM THE FOUND WASATCH COUNTY BRASS CAP MARKING THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE NORTH 00°06'20" EAST 1398.98 FEET; THENCE ALONG THE ARC OF A 382.00 FOOT RADIUS CURVE TO THE RIGHT 269.32 FEET (CENTRAL ANGLE OF 40°23'41" AND A CHORD BEARING NORTH 20°18'10" EAST 263.77 FEET; THENCE NORTH 40°30'01" EAST 10.72 FEET; THENCE SOUTH 00°04'22" WEST 166.77 FEET; THENCE SOUTH 00°28'12" WEST 998.48 FEET; THENCE SOUTH 00°27'39" WEST 489.33 FEET; THENCE WEST 88.73 FEET TO THE POINT OF BEGINNING.

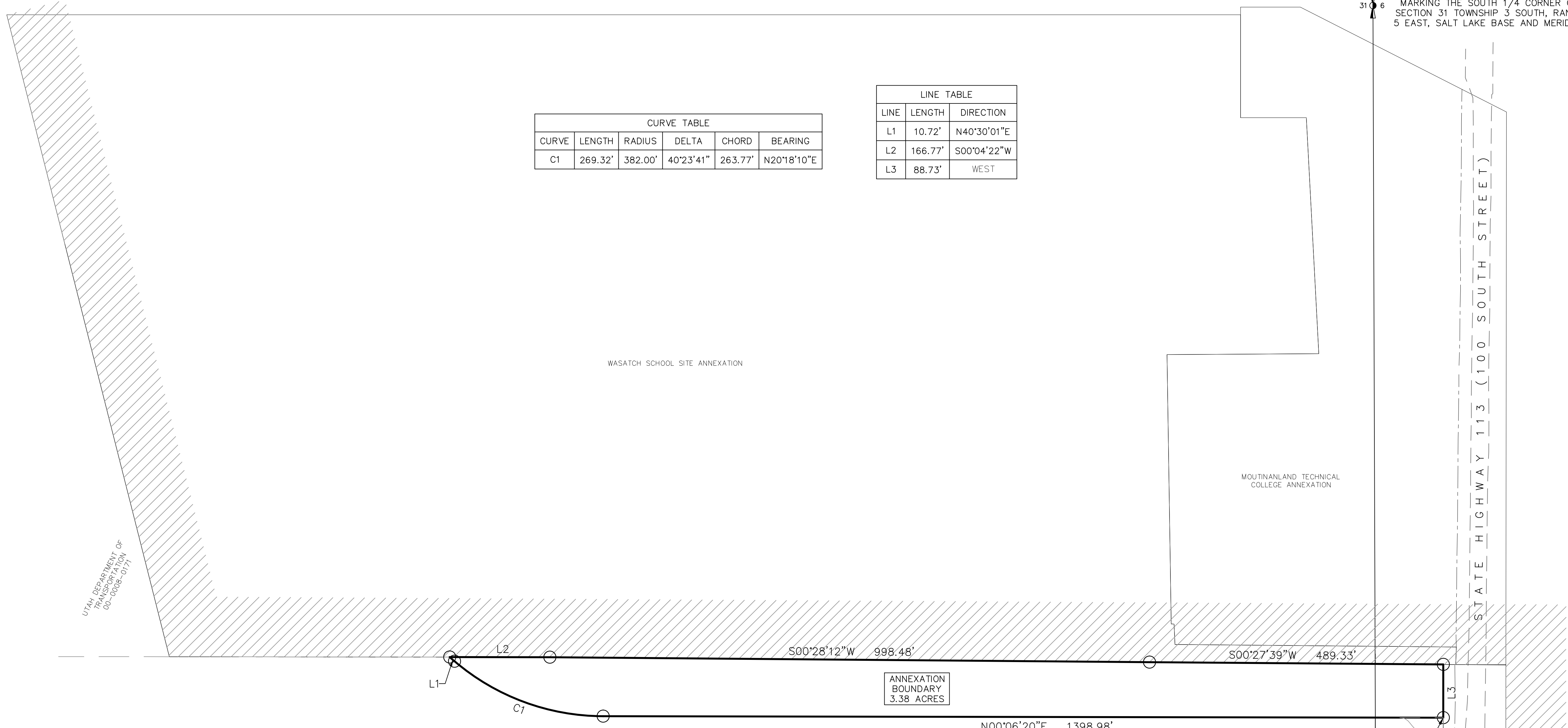
CONTAINING 3.38 ACRES

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	269.32'	382.00'	40°23'41"	263.77'	N20°18'10"E

LINE TABLE

LINE	LENGTH	DIRECTION
L1	10.72'	N40°30'01"E
L2	166.77'	S00°04'22"W
L3	88.73'	WEST



COUNTY RECORDER

COUNTY SURVEYOR

APPROVED AS TO FORM ON THIS _____ DAY OF _____, 20____.

ROS # _____

COUNTY SURVEYOR

SURVEYOR'S CERTIFICATE

I, TROY L. TAYLOR, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 6854112 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO HEBER CITY, WASATCH COUNTY, UTAH.

SURVEYOR _____ DATE _____

ACCEPTANCE BY LEGISLATIVE BODY

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

DATED THIS ____ DAY OF _____, _____

MAYOR _____ DATE _____

CITY ATTORNEY _____ DATE _____

CITY ENGINEER _____ DATE _____

ATTEST: CITY RECORDER _____ DATE _____

RIVERHAWK ROAD ANNEXATION

DATE: 19 JANUARY 2026

DRAWING NO. 01_ANNEX_PLAT

EXHIBIT A

NARRATIVE
SOME OF THE PUBLIC ROAD RIGHT-OF-WAY FOR RIVERHAWK ROAD WAS NOT INCLUDED IN THE WASATCH SCHOOL SITE ANNEXATION BECAUSE IT WAS NOT OWNED BY THE WASATCH COUNTY SCHOOL DISTRICT AT THE TIME OF ANNEXATION. THE REMAINING RIGHT-OF-WAY IS NOW OWNED BY THE WASATCH COUNTY SCHOOL DISTRICT AND IS BEING ANNEXED WITH THE RIVERHAWK ROAD ANNEXATION.

UTAH DEPARTMENT OF TRANSPORTATION
00-0008-0163

FOUND WASATCH COUNTY BRASS CAP MARKING THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN

BOARD OF EDUCATION OF WASATCH COUNTY SCHOOL DISTRICT 00-0021-8868

path: X:\Wasatch_School_District\New High School_2022_Meridian for Riverhawk Road\ The name: RIVERHAWK ROAD ANNEXATION PLAT.dwg | plot date: January 22, 2026 | plotted by: David

EXHIBIT B: PROPERTY DEEDS

Special Warranty Deed

Brick Wall Properties, LLC, a Utah limited liability company, A corporation organized and existing under the laws of the State of UTAH
As Grantor

hereby **CONVEY AND WARRANT, against those claiming by, through or under the Grantor** to:

Board of Education of Wasatch County School District, a political subdivision of the State of Utah
Grantee,
Of: 101 East 200 North, Heber, UT 84032

FOR THE SUM OF TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION the following described tract of land within Wasatch County, State of UTAH to wit:

See Attached Description

Grantor does covenant with the Grantees and their assigns that the above-described Real Estate is not subject to any encumbrances made by Grantor and that Grantor will warrant and defend the same to the said Grantees and their assigns forever against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

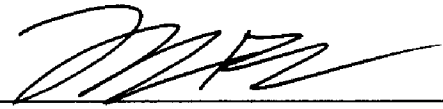
The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum.

WITNESS THE HAND OF SAID GRANTOR THIS 9th DAY OF OCTOBER 2023.

) 
) _____
) Brick Wall Properties, LLC
) By: Timothy Taylor, Manager
)

STATE OF UTAH)
County of Salt Lake) §.

On this 9th day of October 2023, personally appeared before me Timothy Taylor, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that he is the Manager of Brick Wall Properties, LLC, the Corporation that executed the foregoing instrument and that said document was signed by him in behalf of said corporation by authority of its bylaws (or of a Resolution of its Board of Directors), and he acknowledged to me that said corporation executed the same.



Notary Public



Legal Description

1000 West Description

Beginning at a point 443.07 feet East and 126.15 feet South from the Wasatch County Brass Cap that marks the Southwest Corner of Section 31, Township 3 South, Range 5 East, Salt Lake Base and Meridian;

Thence along the arc of 525.50 foot radius to the right 150.96 feet (Central Angle of 16°27'32" and a chord bearing North 81°46'14" East 150.44 feet; thence East 121.74 feet; thence along the arc of 190.00 foot radius to the left 18.99 feet (Central Angle of 05°43'36" and a chord bearing North 87°08'12" East 18.98 feet); thence North 84°16'24" East 44.99 feet; thence along the arc of 40.00 foot radius to the left 32.33 feet (Central Angle of 46°18'46" and a chord bearing North 61°07'01" East 31.46 feet); thence along the arc of 75.00 foot radius to the right 19.87 feet (Central Angle of 15°10'54" and a chord bearing North 45°33'05" East 19.81 feet); thence along the arc of 40.00 foot radius to the left 37.03 feet (Central Angle of 53°02'13" and a chord bearing North 26°37'26" East 35.72 feet); thence North 00°06'20" East 1326.57 feet; thence along the arc of 362.00 foot radius to the right 255.22 feet (Central Angle of 40°23'41" and a chord bearing North 19°16'47" East 237.60 feet); thence South 0°04'22" West 135.54 feet; thence South 0°28'12" West 998.50 feet; thence South 0°27'39" West 509.91 feet; thence North 89°22'44" West 460.51 feet to the point of beginning.

20' Slope Description

Beginning at a point 443.07 feet East and 126.15 feet South from the Wasatch County Brass Cap that marks the Southwest Corner of Section 31, Township 3 South, Range 5 East, Salt Lake Base and Meridian;

Thence North 89°22'24" West 58.44 feet; thence along the arc of 545.50 foot radius to the right 212.68 feet (Central Angle of 22°20'17" and a chord bearing North 78°49'51" East 211.33 feet; thence East 121.74 feet; thence along the arc of 170.00 foot radius to the left 16.99 feet (Central Angle of 05°43'36" with a chord bearing North 87°08'12" East 16.98 feet); thence North 84°16'24" East 44.99 feet; thence along the arc of 20.00 foot radius to the left 16.17 feet (Central Angle of 46°18'46" with a chord bearing North 61°07'01" East 15.73 feet); thence along the arc of 95.00 foot radius to the right 25.17 feet (Central Angle of 15°10'54" with a chord bearing North 45°33'05" East 25.10 feet); thence along the arc of 20.00 foot radius to the left 18.51 feet (Central Angle of 52°02'13" with a chord bearing North 26°37'26" East 17.86 feet); thence North 0°06'20" East 1326.57 feet; thence along the arc of 383.10 foot radius to the right 280.06 feet (Central Angle of 41°53'08" with a chord bearing North 21°04'39" East 273.86 feet); thence North 40°30'01" East 10.72 feet; thence South 0°04'22" West 31.20 feet; thence along the arc of 362.00 foot radius to the left 255.22 feet (Central Angle of 40°23'41" and a chord bearing South 19°16'47" West 237.60 feet); thence South 00°06'20" West 1326.57 feet; thence along the arc of 40.00 foot radius to the right 37.03 feet (Central Angle of 53°02'13" and a chord bearing South 26°37'26" West 35.72 feet); thence along the arc of 75.00 foot radius to the left 19.87 feet (Central Angle of 15°10'54" and a chord bearing South 45°33'05" West 19.81 feet); thence along the arc of 40.00 foot radius to the right 32.33 feet (Central Angle of 46°18'46" and a chord bearing South 61°07'01" West 31.46 feet); thence South 84°16'24" West 44.99 feet; thence along the arc of 190.00 foot radius to the right 18.99 feet (Central Angle of 05°43'36" and a chord bearing South 87°08'12" West 18.98 feet); thence West 121.74 feet; thence along the arc of 525.50 foot radius to the left 150.96 feet (Central Angle of 16°27'32" and a chord bearing South 81°46'14" West 150.44 feet to the point of beginning.

Affecting Tax ID Nos. 00-0009-0584 and 00-0008-0163

EXHIBIT C: VALUE & ACREAGE

March 6, 2026

Exhibit C Riverhawk Road Annexation Analysis

A petition for annexation must be signed by property owners representing a minimum of 1/2 of the area being annexed and at least 1/3 of the market value of the properties being annexed. The analysis in Table 1 demonstrates that the annexation petition complies with these standards.

The acreage shown in this analysis is based on Wasatch County records. The surveyed amount of land as shown on the annexation plat is slightly larger.

Table 1 - Annexation Analysis for Area and Market Value

Property Owner	Serial #	Parcel #	Acre	Market Value	Petitioner
Board of Education of Wasatch County School District	OWC-0723-1-031-035	00-0021-8868	2.89	\$0	Yes
		Total	2.89	\$0	
		Annexation Petitioners	2.89	\$0	
		% of Annexation Represented by Petitioners	100.0%	100.0%	

EXHIBIT D: PROPERTY TAX NOTICES

Recorder's Office

435-657-3210

Questions concerning Deeds, Parcel Ownership, Legal Descriptions, Annexations, Plat Maps, and Mailing Addresses.

Assessor's Office

435-657-3182

Questions concerning Land and Improvement Valuations, Green Belt Parcels, Primary Residential Status, and Appraisals.

Clerk's Office

435-657-3190

Questions concerning Tax Rates, Board of Equalization, Property Valuation Appeals, and Tax Abatements.

Treasurer's Office

435-657-3217

Questions concerning Tax Payments, Mortgage Company Tax Services, Penalty, and Special Charges.

Tax Year

2025

Parcel Number:

00-0021-8868

Serial Number:

OWC-0723-1-031-035

Entry Number:

537517

Owner Name:

BOARD OF EDUCATION OF WASATCH COUNTY SCHOOL DISTRI

Owner Name 2:

Mailing Address:

101 E 200 N HEBER CITY UT 840320000

Tax District:

12

Tax District Rate:

0.854600%

Recorder's Office Acreage:

2.890

Assessment/Valuation Information

[Click this link to view this parcels tax and disclosure notices.](#)

Tax Charge Information

Tax Charge:

\$0

Penalties Charged:

\$0.00

Special Charged:

\$0.00

Tax Payments:

\$0.00

Taxes Abated:

\$0.00

Taxes Balance Due:

\$0.00

Interest is not included. Contact taxpayoff@wasatch.utah.gov for total due or go to the online payment portal.

Additional Information

Escrow Processing Company: *Mortgage company escrow processor*

None

Property (Grid) Address:

Brief Legal Taxing Description: DO NOT USE THIS TAXING DESCRIPTION FOR OFFICIAL DOCUMENTS. For taxing purposes only. Consult property deeds for full legal description.

BEGINNING AT A POINT EAST 443.07 FEET AND SOUTH 126.15 FEET FOMR THE SW CORNER OF SEC 31 T3S R5E SLM

[<< Return](#)

EXHIBIT E: LIST OF ALL PROPERTY OWNERS WITHIN ANNEXATION AND WITHIN 300 FEET OF ANNEXATION

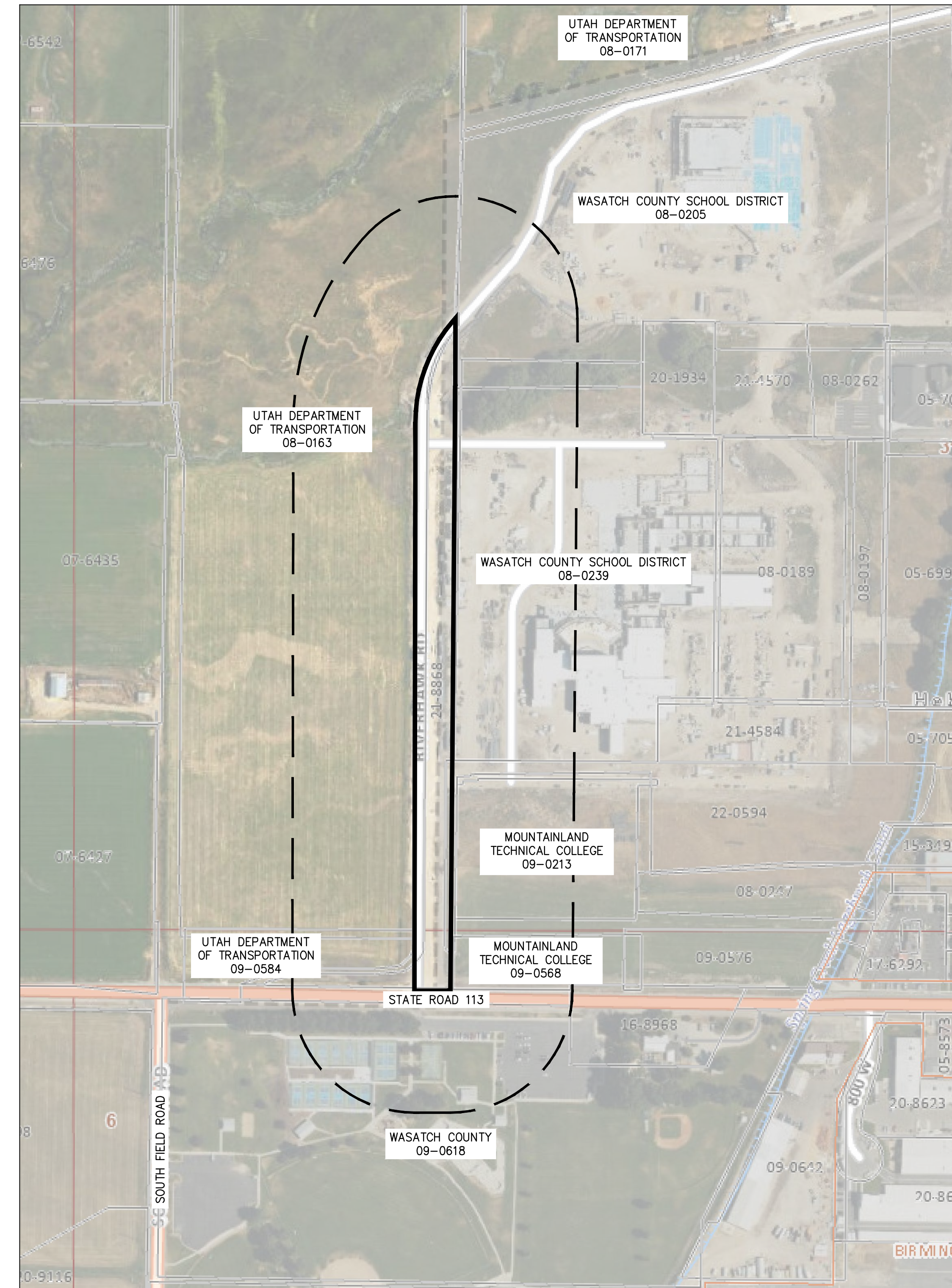
January 22, 2026

**Riverhawk Road Annexation
Property Owners Within 300 Feet**

<u>Property Owner</u>	<u>Street Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
Board of Education of Wasatch County School District	101 E 200 N	Heber City	Utah	84032
Utah Department of Transportation	4501 S 2700 W	Taylorsville	Utah	84114
Mountainland Technical College	2301 Ashton Blvd	Lehi	Utah	84043
Wasatch County	25 N Main	Heber City	Utah	84032

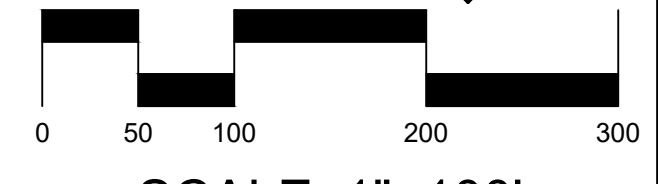
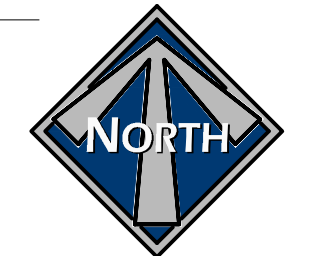
LEGEND

- PROPOSED ANNEXATION BOUNDARY
- 300' NOTICING BOUNDARY



THIS DOCUMENT IS INCOMPLETE AND IS RELEASED TEMPORARILY FOR INTERIM REVIEW ONLY. IT IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

PAUL D. BERG _____ P.E.
 SERIAL NO. 295595
 DATE: 21 JAN 2026



SCALE: 1"=100'

RIVERHAWK ROAD
ANNEXATION

PROPERTIES WITHIN 300 FEET

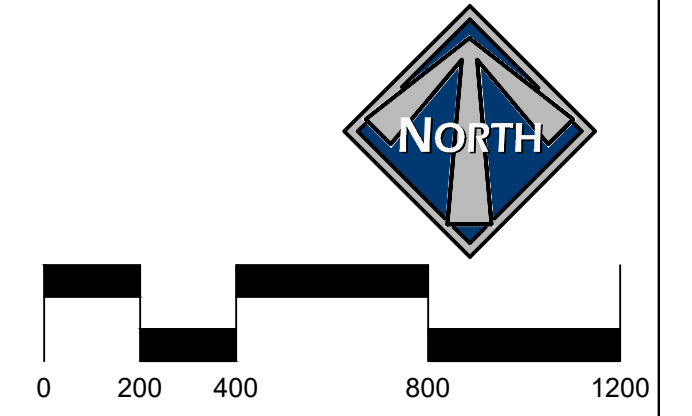
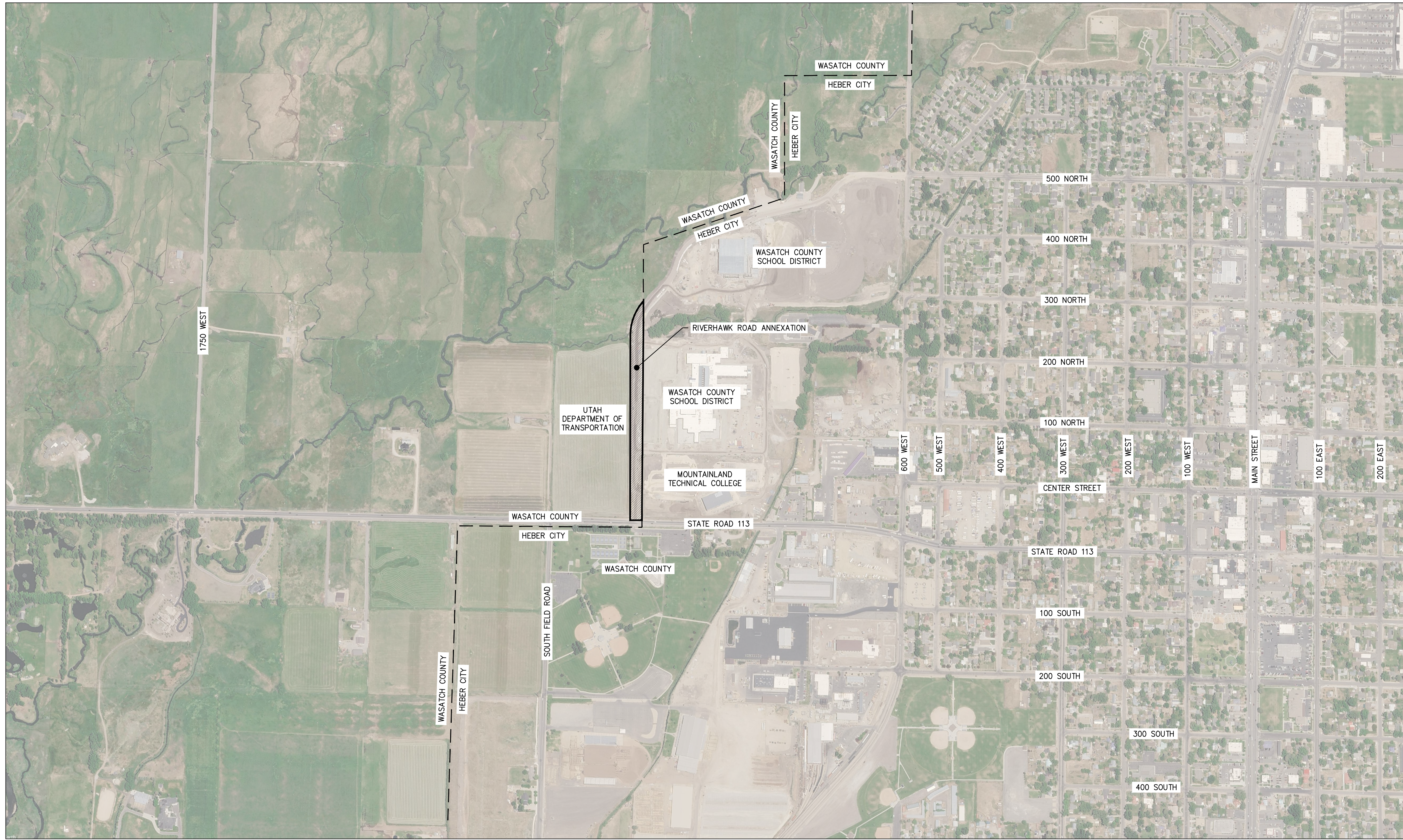


DESIGN BY: PDB	DATE: 21 JAN 2026	SHEET
DRAWN BY: DWA	REV:	1

EXHIBIT F: VICINITY MAP

LEGEND

- PROPOSED ANNEXATION BOUNDARY
- - - CITY BOUNDARY



SCALE: 1"=400'

RIVERHAWK ROAD ANNEXATION

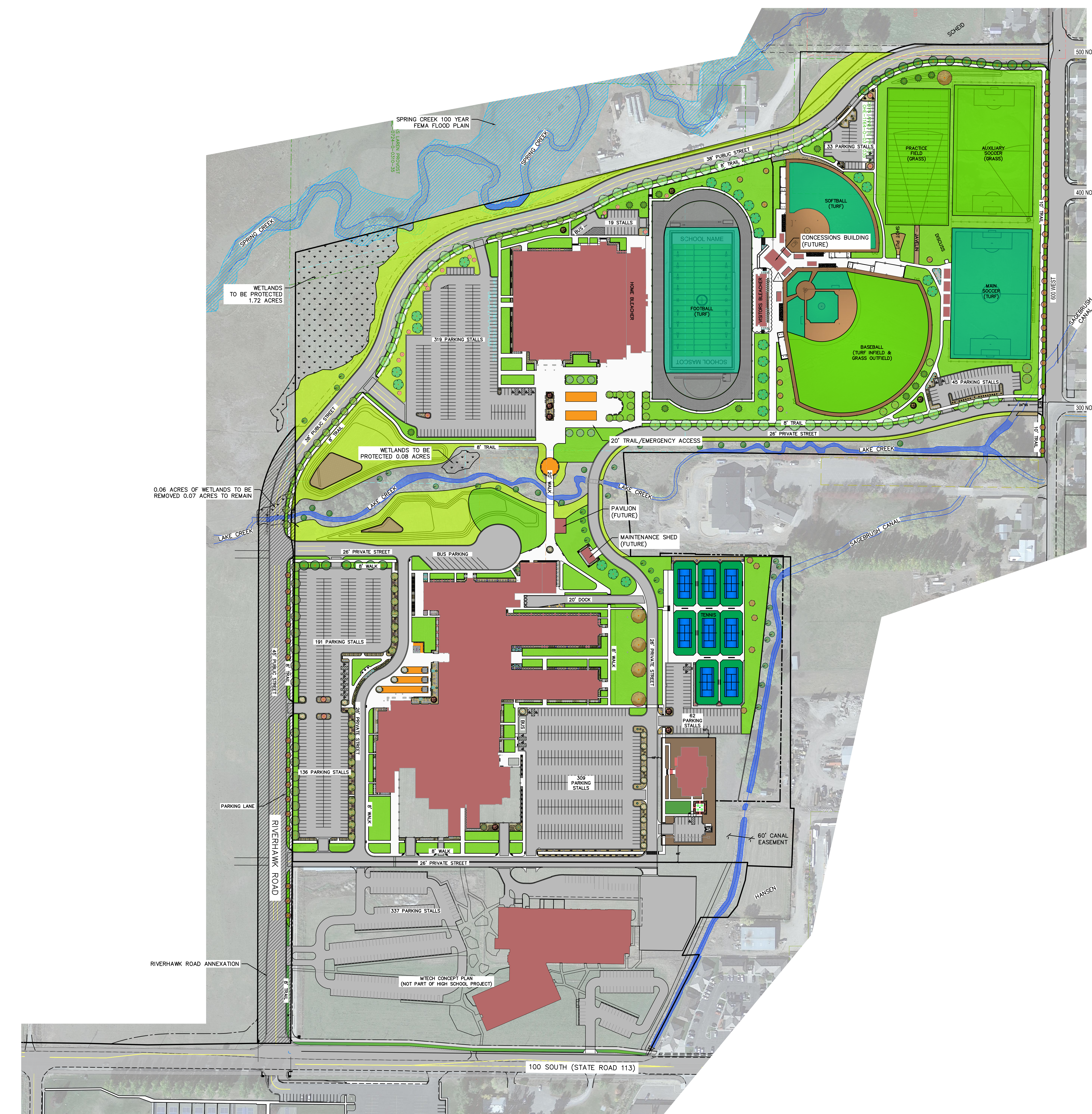
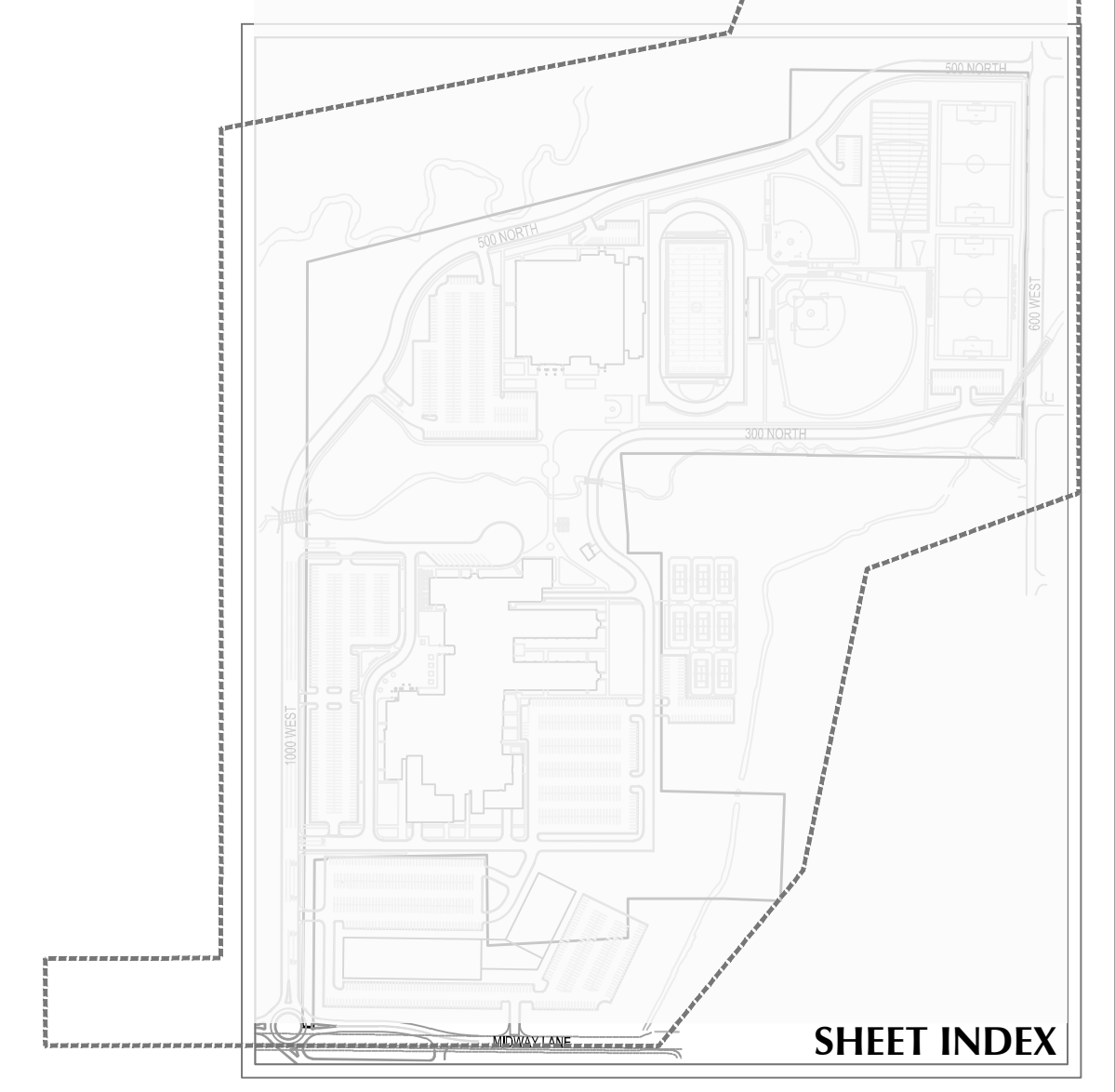
VICINITY MAP



DESIGN BY: PDB	DATE: 6 MAR 2026	SHEET EXF
DRAWN BY: DWA	REV:	

EXHIBIT G: CONCEPT PLAN

MARK	REVISION	DATE



PARKING:

BUS PARKING SPACES	12
HANDICAP SPACES	21 (20 REQUIRED FOR 1,000 PARKING SPACES)

MTECH (NOT PART OF HIGH SCHOOL PROJECT)

	337
--	-----

LAND USE TABLE:

TOTAL AREA	73.66 ACRES
BUILDING AREA	6.96 ACRES
ROADS & PARKING	17.56 ACRES

- LEGEND**
- 100 YEAR FEMA FLOODPLAIN
 - WETLANDS PER REPORT-MAY 2020
 - 0.06 AC (TO BE REMOVED)
 - 1.87 AC (TO BE PRESERVED)
 - PROPOSED CHAIN LINK FENCE
 - GRASS
 - NATIVE GRASS
 - SYNTHETIC TURF
 - COLORED CONCRETE
 - LANDSCAPE ROCK
 - PROPERTY TO MTECH (4.46 ACRES)
 - RIVERHAWK ROAD ANNEXATION AREA (3.38 ACRES)

ARCHITECTURAL SITE PLAN NOTES:
 SEE SHEETS A900-A901 FOR THE MAINTENANCE SHED.
 SEE SHEETS A911-A912 FOR THE PAVILION.
 SEE SHEETS A902-A903 FOR THE BASEBALL DUGOUTS.
 SEE SHEETS A904-A905 FOR THE SOFTBALL DUGOUTS.
 SEE SHEETS A906-A910 FOR THE CONCESSIONS BUILDING.

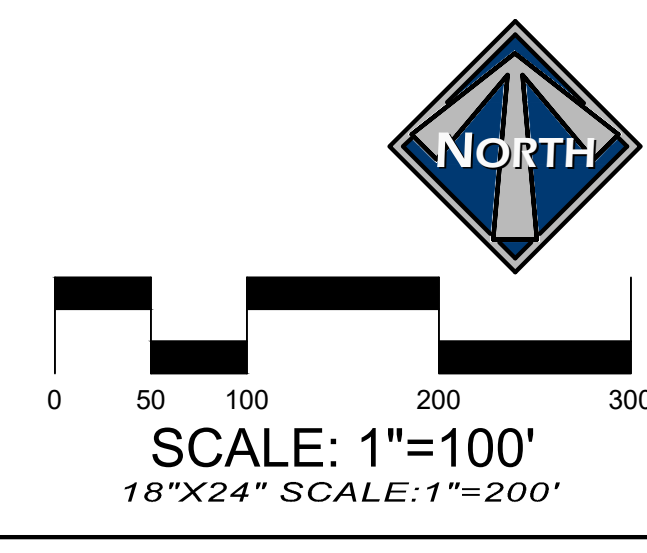
FUTURE BUILDINGS:
 THE PAVILION, MAINTENANCE SHED AND CONCESSIONS ARE PROPOSED SITE IMPROVEMENTS THAT WILL NOT BE BUILT WITH THE INITIAL SCHOOL CONSTRUCTION. THESE IMPROVEMENTS ARE PROPOSED FOR AN UNKNOWN FUTURE DATE.

HEBER CITY ENGINEER APPROVAL

 RUSSELL FUNK DATE

BERG ENGINEERING
 380 E Main St. Suite 204
 Midway, UT 84049
 ph 435.657.9749

 CORE ARCHITECTURE	DATE: 21 JAN 2020 PROJECT #: CMA 19-010 PROJ. MGR.: PDB CHECKED BY: PDB
	PROJECT: NEW HEBER VALLEY HIGH SCHOOL PROJECT ADDRESS: 300 NORTH 1000 WEST, HEBER CITY, UTAH OWNER:
SHEET DESCRIPTION: RIVERHAWK ROAD ANNEXATION SITE PLAN	SHEET: C002



09/11/2019 10:00 AM C:\Users\jgarcia\OneDrive\Documents\New High School_2020\Annexation\Riverhawk Road\...
 09/11/2019 10:00 AM C:\Users\jgarcia\OneDrive\Documents\New High School_2020\Annexation\Riverhawk Road\...
 09/11/2019 10:00 AM C:\Users\jgarcia\OneDrive\Documents\New High School_2020\Annexation\Riverhawk Road\...



Heber City Council Staff Report

MEETING DATE: 4/21/2026

SUBJECT: Recommendation from the Airport Advisory Committee to establish a committee to review and propose changes to the Heber City Airport Advisory Board Bylaws

RESPONSIBLE: Matt Brower

DEPARTMENT: Administrative

STRATEGIC RELEVANCE: Necessary Administrative Item

SUMMARY

During the Airport Advisory Board's (AAB) April 8 regular meeting, a recommendation was made to create a committee to review and propose changes to the Heber City Airport Advisory Board Bylaws. Four committee members were nominated to serve on the committee. The motion to approve the recommendation was unanimous.

RECOMMENDATION

Approve the recommendation of the AAB to establish a committee to review and propose changes to the Heber City Airport Advisory Board Bylaws; establish a timeline for completing the review; and identify the deliverable(s).

BACKGROUND

The City Council initially planned to form a committee to review and update the AAB bylaws earlier this year but paused until they received a formal recommendation from the board. Now that the AAB issued its recommendation on April 8, 2026, the process can move forward.

Article IV of the airport bylaws states..."The Chairperson with the concurrence of a majority vote of the Airport Advisory Board and the City Council may create such special subcommittees as he/she may, from time-to-time, deem necessary or desirable."

DISCUSSION

The Heber City Airport Advisory Board (AAB) submitted its recommendation for establishing the new bylaw review committee on April 8, 2026. They proposed a larger group including four (4) AAB members (Nadim AbuHaidar, Bart Mounteer, Chip Polvoorde, and Jason Talley), two (2) residents at large, two (2) council members, City Attorney and the interim airport manager.

However, the city manager and legal counsel expressed concerns that including four (4) AAB members would trigger a quorum for the board, potentially complicating public meeting requirements. In response, city staff has proposed a streamlined committee structure to ensure efficiency and legal compliance. Staff recommends three (3) AAB members, two (2) residents at large, two (2) city council members, the city attorney and airport manager, for a total of nine (9) members.

Staff believes the committee's work can be done in 90 days with the expected deliverable being a redlined draft of the proposed changes to the AAB bylaws.

Once the committee finishes, their suggestions go to the AAB for review and a formal recommendation before moving on to the City Council for final approval.

FISCAL IMPACT

N/A

CONCLUSION

The AAB and staff are recommending establishing a committee to review and propose changes to the Heber City Airport Advisory Board Bylaws. Council is being requested to approve the recommendation and formally establish a committee with a specific timeline to complete the review and articulate the deliverables expected to be completed by the committee.

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

None



Heber City Council Staff Report

MEETING DATE: 4/21/2026
SUBJECT: Resolution 2026-01 AI Policy
RESPONSIBLE: Lainee Meyers
DEPARTMENT: Administrative
STRATEGIC RELEVANCE:

SUMMARY

The proposed Artificial Intelligence (AI) Policy establishes clear guidelines for the responsible use of AI within Heber City operations. The policy promotes transparency when AI materially contributes to public-facing or decision-making documents, preserves human accountability for all decisions and work products, protects sensitive information, and centralizes oversight of AI tools through existing information technology and procurement processes.

Based on City Council feedback, the policy has been updated to include:

1. Restrictions on the use of free or publicly available AI tools,
2. Required training for Department Heads and supervisory staff,
3. Defined prohibited uses, records retention guidance, and
4. Clarified authorization and oversight responsibilities.

The policy aligns with the City Employee Handbook and provides a consistent framework for managing emerging technologies across departments.

RECOMMENDATION

Staff recommends that the City Council approve the AI Policy as presented and authorize its inclusion in the City's Employee Handbook, to be implemented and administered in accordance with existing City policies and procedures.

BACKGROUND

AI tools are increasingly embedded in software platforms and vendor products used by local governments, often as integrated features rather than standalone applications. As these technologies continue to evolve, cities across Utah and nationally are establishing baseline governance policies to ensure responsible use, protect sensitive information, maintain public trust, and clearly define accountability.

The City Council previously discussed the need for an AI policy and directed staff to develop a policy framework. An initial draft was presented and Council provided feedback related to data privacy, training requirements, prohibited uses, and governance structure. Staff incorporated this feedback into the revised policy.

The proposed AI Policy establishes clear guidelines for the responsible use of AI within Heber City operations. The policy promotes transparency when AI materially contributes to public-facing or decision-making documents, preserves human accountability for all decisions and work products, protects sensitive information, and centralizes oversight of AI tools through existing information technology and procurement processes.

The policy does not mandate the use of AI, nor does it create new disciplinary standards. Instead, it applies existing Employee Handbook expectations to a new category of technology while providing additional governance and safeguards.

DISCUSSION

AI tools are increasingly present in workplace software and third-party platforms used by local governments, creating both opportunities and risks for municipal operations. Without clear guidance, AI use may become inconsistent across departments and may introduce concerns related to transparency, data protection, accountability, and procurement oversight.

The proposed AI Policy addresses these issues by establishing a clear framework for responsible use while maintaining flexibility for evolving technologies.

In response to City Council feedback, the revised policy includes:

- Restrictions on the use of free or publicly available AI tools unless approved
- Requirements to use secure, approved AI tools for City business
- Defined prohibited uses, including unfair hiring practices, eligibility determinations without human review, and surveillance activities
- Records retention guidance for AI assisted work products
- Required quarterly training for Department heads and supervisory staff
- Department level authorization and oversight for AI use
- Enhanced enforcement language aligned with the Employee Handbook
- Clarifies that AI may be used to support staff productivity and operational efficiency, such as reviewing contracts, comparing documents, summarizing information, or assisting with administrative tasks, while maintaining human decision-making authority.

The policy aligns with existing Employee Handbook standards for professional conduct, confidentiality, and accountability, extending those expectations to AI-enabled tools and platforms. It does not mandate the use of AI or impose additional documentation requirements for routine internal work; rather, it emphasizes proportional transparency, centralized oversight, and preservation of human decision-making authority.

Council may wish to consider whether the policy appropriately balances innovation with risk management, whether the standards for privacy and oversight meet expectations, and how the policy can be updated over time as AI technologies continue to evolve.

FISCAL IMPACT

There are no fiscal impacts.

CONCLUSION

The proposed AI Policy provides Heber City with a clear and proactive framework for managing emerging technology within City operations. The policy:

1. Strengthens data privacy protections,
2. Establishes standards for AI use across departments, and
3. Reinforces human accountability in all decision-making processes.

Adoption of this policy will position the City to responsibly integrate AI tools while maintaining transparency, protecting personally identifiable information (PII), and ensuring alignment with existing policies and procedures. The policy is designed to be adaptable, allowing for future refinements as technologies, risks, and best practices continue to evolve.

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. Resolution 2026-01 Adopting an AI Policy
2. Heber City Artificial Intelligence Policy

RESOLUTION 2026-01

A RESOLUTION ESTABLISHING GUIDING PRINCIPLES FOR THE USE OF ARTIFICIAL INTELLIGENCE WITHIN THE CITY'S PERSONNEL POLICY

WHEREAS, the City Council of Heber City, Utah recognizes that Artificial intelligence (“AI”) technologies are increasingly used by public and private entities to improve efficiency and communication; and

WHEREAS, the State of Utah has recommended that all governmental entities implement an AI Policy to establish best practices; and

WHEREAS, the Heber City Council approved the implementation of an AI Policy within their 2025 Budget and Policy Priorities; and

WHEREAS, Heber City recognizes that AI tools may offer benefits to municipal operations, including administrative efficiency, data analysis, public engagement, and service improvement, when used responsibly; and

WHEREAS, Heber City also recognizes that the use of AI presents potential risks, including concerns related to transparency, accountability, data privacy, bias, public trust, and compliance with applicable laws; and

WHEREAS, the Heber City Council wishes to establish clear principles to guide the responsible, ethical, and lawful use of AI technologies by City departments, officers, employees, and contractors while maintaining transparency with the public; and

WHEREAS, Heber City remains committed to maintaining human oversight over governmental decisions and ensuring that AI tools do not replace the judgment, discretion, or authority of elected or appointed officials where such judgment is required by law or policy; and

WHEREAS, the proposed AI Policy establishes standards for transparency, data protection, training, prohibited uses, and human oversight to ensure responsible implementation of AI technologies within City operations.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Heber City, Utah, that Resolution 2026-01 is hereby adopted, approving the adoption of the Artificial Intelligence (AI) Policy and its inclusion as Section 14.9 in the Heber City Personnel Policy as set forth in Exhibit A.

BE IT FURTHER RESOLVED THAT the inclusion of this AI Policy within the Personnel Policy shall take effect immediately upon adoption.

PASSED AND ADOPTED this 7th day of April 2026, by the Heber City Council, State of Utah.

	AYE	NAY	ABSENT	ABSTAIN
Yvonne M. Barney	_____	_____	_____	_____
Aaron Cheatwood	_____	_____	_____	_____
Mike Johnston	_____	_____	_____	_____
Morgan Murdock	_____	_____	_____	_____
Sid Ostergaard	_____	_____	_____	_____

APPROVED:

Mayor Heidi Franco

ATTEST:

RECORDER

Date: _____

EXHIBIT A

Artificial Intelligence (AI) Policy

A. **Purpose.** This policy guides the responsible, transparent, and ethical use of artificial intelligence (AI) technologies in delivering services to the public. The use of AI is intended to support City operations by increasing efficiency, **enhancing staff capacity**, improving decision-making, and **strengthening service delivery when used responsibly**.

B. **Definition.** Artificial Intelligence refers to software systems or tools that perform tasks typically requiring human intelligence, including but not limited to generating texts, images, code, data analysis, predictions, or recommendations.

AI includes both standalone tools (e.g., generative AI platforms) and embedded features within existing software systems (e.g., document editors, email platforms, or vendor-provided systems).

This definition is intentionally broad and technology-neutral to account for the rapid evolution of AI capabilities.

C. **Transparency.** The City supports transparent, responsible use of AI to improve productivity and service delivery while maintaining public trust.

Disclosure of AI use is required only when AI materially contributes to the substance of a City deliverable that is intended for (a) elected officials, (b) the public, or (c) a decision-making record (e.g. staff reports, formal letters, public notices, policy drafts, or public web content).

When disclosure is required, staff should include a brief statement identifying the AI tool used, such as: “Prepared with support from Microsoft Copilot and reviewed and edited by City staff.”

Routine internal use of AI for drafting, editing, proofreading, brainstorming, formatting, or summarizing for internal coordination (e.g., internal emails or draft notes) does not require disclosure.

Regardless of AI use, City staff remain fully accountable for the accuracy, integrity, tone, legality, and content of all materials submitted, relied upon, or published.

D. **Authorized Use & Oversight.** Use of AI tools must be approved and overseen at the department level.

Department Heads, supervisory staff, or their designees are responsible for authorizing AI use within their departments.

Authorization must align with City policy, information technology (IT) approvals, and applicable data security standards.

Departments are responsible for ensuring staff complete required training prior to using AI tools in a professional capacity.

E. Accountability. AI systems will not replace final decision-making by humans in critical areas (e.g., public safety, eligibility for services, etc.).

City leadership remains responsible for all outcomes resulting from AI use within their respective departments.

F. Privacy & Data Protection. AI tools present unique data privacy and security risks, particularly when using publicly available or “free” platforms. These tools often retain, store, or use submitted data for training, analytics, or other purposes as defined in their terms of service.

Use of Free or Public AI Tools. The use of publicly available or “free” AI tools for City business is prohibited unless explicitly approved by the IT Manager or designee.

Free AI tools may collect, store, or reuse data inputs, which may result in unintended disclosure of sensitive, confidential, or proprietary City information.

Staff must not assume that information entered into free tools is private or secure.

Approved AI Tools. City staff shall use only AI tools that are approved by the City’s IT Manager or designee.

Approved tools must meet security, privacy, and data governance standards, including appropriate data handling, storage, and access controls.

The City currently authorizes the use of secure, enterprise-level AI tools (e.g., Microsoft Copilot in a government cloud environment).

Data Protection Requirements. Staff shall not enter confidential, protected, or personally identifiable information (PII) into any AI tool unless:

1. The tool is explicitly approved for such use, and
2. The use is authorized by a Department Head or designee.

Monitoring and Safeguards. The City may implement technical safeguards, including monitoring tools, to prevent unauthorized data sharing and to detect the transmission of sensitive or protected information.

IT may establish automated controls to restrict or block the entry of protected data into unauthorized systems.

G. Records Retention. AI-assisted work products that are used for official City business shall be retained in accordance with the City’s existing records retention policies and applicable state law.

Drafts, prompts, or outputs that are not used for official purposes are not considered City records and do not require retention.

Employees are responsible for ensuring that any final work product created with AI is properly stored, documented, and retained consistent with standard City practices.

H. Procurement & Use. The City will prioritize AI tools that are transparent, explainable, and secure.

Vendors providing AI technologies or services must demonstrate compliance with applicable ethical, security, and technical standards as required by the City.

The City’s IT Manager, or a designee, must review and approve all AI technologies and software prior to procurement. A log will be maintained by the IT Manager of all AI technologies and software procured by the City.

No department may request or procure AI tools using City funds unless first reviewed and approved by the IT Manager, or their designee.

I. Training & Capacity. The City supports the responsible and effective use of approved AI tools through required training and ongoing education.

Staff are encouraged to pursue appropriate training on approved AI tools to use them effectively, responsibly, and in alignment with City standards.

Required Training. Department Heads and supervisory staff shall complete AI-related training at least quarterly.

Training may be provided through existing City resources or vendor-supported programs (e.g., Executech).

Training topics should include:

1. Appropriate and inappropriate use cases
2. Data privacy, security risks, and prohibited data sharing
3. Limitations of AI, including bias and accuracy concerns
4. Records retention and documentation requirements
5. Updates on evolving AI tools, risks, and best practices

Department Heads and supervisory staff are responsible for ensuring staff complete required training and remain informed of current expectations and updates related to AI use.

Staff are encouraged to pursue additional training opportunities to enhance their understanding and effective use of approved AI tools.

J. Prohibited Uses. AI shall not be used for:

1. Making final decisions related to hiring, promotion, discipline, or termination.
2. Determining eligibility for public services or benefits without meaningful human review and final decision-making authority.
3. Surveillance, monitoring, or tracking of individuals in a manner that violates privacy rights or applicable law.
4. Any activity that violates federal, state, or local law.
5. Any use that results in unlawful discrimination or bias.
6. Generating or presenting false, misleading, or intentionally deceptive information.

AI may support analysis or administrative tasks, but final decisions must remain under human authority and review.

This list is not exhaustive and may be updated as technologies and legal requirements evolve.

K. Evaluation & Review. Approved AI tools and applications may be periodically reviewed by City leadership and the IT Manager, or their designee, to ensure continued alignment with City goals, security standards, and applicable legal requirements.

Reviews may consider:

1. Whether the tool continues to meet operational needs.
2. Data security and privacy compliance, including vendor terms and retention practices.
3. Any identified risks, limitations, or unintended operational impacts.
4. Staff feedback and training needs.

At a minimum, review should occur (1) when a new AI tool is proposed for City use, (2) after a material change in vendor terms or functionality, (3) following a security/ privacy incident involving AI, or (4) when directed by City leadership.

The City may update this policy as needed to reflect changes in technology, law, or operational practices.

L. Enforcement. Violations of this policy will be addressed in accordance with the City's disciplinary procedures as outlined in the Employee Handbook, including written reprimand, suspension, or termination depending on the severity of the violation.

Misuse of AI involving unauthorized data sharing, violation of privacy protections, or failure to follow approved processes may be considered a serious violation of City policy.



Heber City Council Staff Report

MEETING DATE:	4/21/2026
SUBJECT:	Discussion on Public Works Salt Shed Failure & Path Forward
RESPONSIBLE:	Russ Funk, Matthew Kennard
DEPARTMENT:	Engineering
STRATEGIC RELEVANCE:	Necessary Administrative Action Infrastructure Sustainability

SUMMARY

The purpose of this item is to update Council on the failure of the Public Works Salt Shed and to get input from Council on the proposed path forward.

RECOMMENDATION

Council authorization for staff to pursue an Architectural/Engineering Design Contract to redesign or design repairs to the Salt Shed and bring back a future budget amendment to pay for these services.

BACKGROUND

The Public Works Expansion project completed between 2018 and 2020 included a new Salt Storage Shed. In 2024, Public Works staff reported significant cracking and bowing of the structure walls. Staff scheduled meetings with the Project Architect, Engineering team, and Contractor to determine if they would accept responsibility and make required repairs to the structure. At first, they seemed anxious to help us find a solution, but as we made it clear that we expected these repairs to be made at no cost to the City, the communication ended.

Staff then filed a claim with the Utah Local Governments Trust, who insures the structure to see if repairs would be covered under an insurance claim. Since the policy does not include coverage for error in design or faulty workmanship, the Trust hired an expert Structural Engineering firm to evaluate the cause of failure. The report concluded that the "structure was not built to support the sizable lateral loads from the stored salt...", and the claim was denied.

Through our City Attorney, a claim was then filed against the Architect and Structural Engineering Firm for the project. The lawsuit is in the early stages, and resolution is not anticipated in a time frame that would result in repairs to the structure before the upcoming winter season. Staff believes that we lucked out last year with regard to needed salt capacity and that we need to move forward with plans to repair or replace the structure in a time frame that would allow it to be in use for the 26/27 winter season. Our hope is that we could recover expenses through the lawsuit, but that is not guaranteed and Council should recognize the risk associated with moving in this direction.

DISCUSSION

Regardless of the outcome of the lawsuit, City staff believes the storage volume of the salt shed is needed to operate during a "normal" Heber Valley winter. Please consider the following:

- Does Council support moving forward with design for the needed repairs prior to knowing the results of the lawsuit?
- If the lawsuit is not successful, what course of action would the City follow to replace the structure/storage capacity?

FISCAL IMPACT

If supported by the Council, staff proposes a future budget amendment to cover the design costs for the structure repairs/replacements in FY26. The exact amount of the design fee is not known at this time, but a preliminary estimate for design services is \$50,000. It is proposed that this be funded from General Fund surplus. Budget for construction would be included in the FY27 Budget.

CONCLUSION

Based on the need to repair/replace the salt shed regardless of the outcome of the lawsuit, staff recommends Council authorize staff to procure Architectural/Engineering design services to prepare construction and bidding documents for the project and to bring back a future budget amendment for these services.

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue

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

Alternative 4 - Denial

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

ACCOUNTABILITY

Department: Engineering
Staff member: Russ Funk, City Engineer
Jeremy Cook, City Attorney
Matthew Kennard, Public Works Director

EXHIBITS

1. Salt Storage Failure Picture 1
2. Salt Storage Failure Picture 2
3. Salt Storage Failure Picture 3
4. Trust Denial Letter & Expert Report







UTAH LOCAL GOVERNMENTS TRUST

55 South Highway 89, North Salt Lake, UT 84054
o 801.936.6400 t 800.748.4440 f 801.936.0300 www.utahtrust.gov



January 6, 2025

Matthew Kennard, Public Works Director
Heber City
75 North Main Street
Heber City, UT 84032
mkennard@heberut.gov

Re: Claim #: F1S8602
Loss Location: Salt Storage Structure, 749 West 300 South
Date of Loss: 11/21/2024
Description: Bulging Walls from Salt Loading – Denial of Claim

Dear Mr. Kennard,

Thank you for submitting the above noted property claim described as bowing and cracking of the walls of the salt storage structure, which was built in approximately 2018/19. We realize how important this matter is to you and have taken every available step to investigate the cause of this loss and identify potential coverage.

To facilitate our investigation into the cause of this loss, we hired an expert from Palmer Engineering. The assigned engineer met onsite with you and Russell Funk on December 12th to document the condition of the building. The resultant report dated December 30th is attached to this letter. The report concludes that the salt storage structure was not built to support the sizable lateral loads from the stored salt as evidenced in the photos of the structure.

The following section(s) from your policy apply to this loss.

Public Entity Property Insurance Program (PEPIP) Form No.20

SECTION IV - GENERAL CONDITIONS

A. PERILS COVERED

Subject to the terms, conditions and exclusions stated elsewhere herein, this Policy provides insurance against all risk of direct physical loss or damage occurring during the period of this Policy.

B. EXCLUSIONS

This Policy does not insure against any of the following:

1. Loss or damage caused by or resulting from moths, vermin, termites, or other insects, inherent vice, latent defect, faulty materials, error in design, faulty workmanship, wear, tear or gradual deterioration, rust, corrosion, wet or dry rot, unless physical loss or damage not otherwise excluded herein ensues and then only for such ensuing loss or damage.
2. Physical loss or damage by settling, cracking, shrinkage, bulging, or expansion of pavements, foundations, walls, floors, roofs or ceilings; all unless physical damage not otherwise excluded by this Policy ensues, in which event, this Policy will cover only such ensuing damage.

Given the above information, the policy does not provide coverage for this loss. Our decision is based on information and documentation currently known to us. If you have new information for us to consider, please share it with your assigned Claims Professional, Nicholas Olsen at njolsen@travelers.com or (385) 266-3322.

We value Heber City's membership in the Trust and strive to provide the City the best insurance coverage and service available. If you have any questions or concerns about this result, please let me know.

Sincerely,



Jeff Rowley, Claims Manager

c.c. Matt Brower, City Manager, mbrower@heberut.gov
Nicholas Olsen, Constitution State Services, njolsen@travelers.com



2412321
December 30, 2024

VIA EMAIL

Engineering Assessment

Mr. Nick Olsen
Travelers Insurance
PO Box 650293
Dallas, Texas 75265

RE: Heber City
749 West 300 South
Heber City, Utah 84032
Claim Number: F1S8602

Dear Mr. Olsen:

As requested, Palmer Engineering and Forensics, LLC (PE&F) has investigated reported damage to the salt storage structure located at the above-referenced address (subject property). This report presents PE&F's findings, observations, and opinions developed in the course of the investigation. All opinions expressed herein are based on a reasonable degree of engineering certainty.

Purpose and Procedure:

The purpose of PE&F's investigation was to determine the cause of reported damage to the salt storage structure owned and operated by Heber City's Public Works Department. PE&F was also asked to provide a repair scope to restore the condition of the structure.

On December 12, 2024, PE&F representative Jed Larsen, P.E. inspected the subject property, documenting the condition of various components with notes and photographs. Selected photographs from PE&F's inspection are presented in Appendix A of this report. The included photographs may have been cropped or rotated to fit in the body of this report. All photographs can be provided upon request.

Description of Structure:

The subject structure was located at the northwest portion of the Public Works property owned and operated by Heber City (Figure 1). The structure consisted of a south-facing storage structure constructed of wood roof framing and masonry/concrete walls (Figure 2). The structure was constructed in approximately 2018-2019.¹

Reported Information:

Matthew Kennard with Heber City Public Works and Russell Funk, Heber City's City Engineer, were present during PE&F's inspection and reported the following:

- The subject structure was constructed in 2019.
- The subject structure is used to store up to about 1,400 tons of salt.
- The city uses approximately 100 tons of salt during each snowstorm to clear roadways.
- They first noticed cracks in the exterior walls of the subject structure near the end of Spring 2024.
- UDOT has operated a salt storage facility at the neighboring property to the north since approximately 2007 with no structural issues.

Construction Plans:

Mr. Funk provided PE&F with a copy of the construction plans and structural calculations for the construction of the subject structure. The plans were dated December 2019. The calculations were dated November 2017.

The plans indicate that the subject structure was to be constructed of conventional 8"x8"x16" concrete masonry units (CMU) over a 10" thick reinforced concrete wall. The floor was to be constructed of 8" thick concrete slab-on-grade. The calculations indicated that seismic loads and wind loads were considered as part of the design. The walls appear to have been evaluated for retention of up to 3' of grade soils. The calculations make no mention of potential loading from the salt that the structure was intended to store. Further, the calculations make no mention of potential loading on the walls by equipment used to pick up the salt from the storage building.

Observations of Subject Structure:

The structure's exterior walls were constructed of 10"-thick concrete supporting conventional CMU blocks. The roof appeared to consist of pre-engineered wood trusses.

¹ Google LLC. 2024. Google Earth Pro Software (Current Version).

The back (north) wall was visibly bowed outward (toward the north) (Figure 3 through Figure 5). The concrete at the north, east, and west walls exhibited diagonal fractures (Figure 3 through Figure 5). The base of the back wall was laterally displaced outward to the north approximately 5.5" from the edge of the concrete floor slab (Figure 6). The upper portion of the north wall was laterally displaced outward approximately 20" from the ceiling finish (Figure 7). Vertical fractures were visible in the concrete walls at the northeast and northwest corners of the building (Figure 8 and Figure 9).

Salt staining/discoloration or similar was visible on the interior concrete and masonry, extending up approximately 18' from the surface of the floor along the east and west walls and 13' from the surface of the floor along the north wall (Figure 10 and Figure 11).

Observations of UDOT Salt Storage Facility:

PE&F requested access to the neighboring property to the north, reportedly operated by UDOT. The neighboring property included a 4,000 square foot pre-engineered metal building used for salt storage (Figure 12). Historical imagery from Google Earth indicates that UDOT's salt storage structure was constructed in approximately 2007.²

The building was constructed with 18"-thick concrete walls with concrete piers approximately every 20' (Figure 13). Salt was being stored at the interior of the structure (Figure 14). The salt was bearing against the exterior concrete walls from the surface of the floor up to approximately 10'. PE&F observed no pattern of visible lean or diagonal fractures at the exterior walls of the UDOT salt storage facility.

Analysis and Conclusions:

The observed damages to the subject structure are the result of lateral (horizontal) loads on the exterior walls exceeding the capacity of the walls. Specifically, lateral stresses induced on the walls have exceeded the elastic limit of the masonry/concrete materials, resulting in permanent deformation.

Based on PE&F's analysis and review of the construction and design documents, the design of the structure did not appear to consider that the exterior walls be capable of supporting sizable lateral loads from the stored product, nor did the design consider that loads may be induced on the walls when equipment was used to pick up the salt from the storage building. In PE&F's opinion, structures intended to store piled, bulk product should be capable of supporting potential lateral loads induced by the stored pile. For comparison, UDOT's salt storage building

² Google. 2024.

at the adjacent property appears to have been designed and constructed to support significantly larger lateral loads than the subject salt storage building.

PE&F observed no other potential causes for the wall deformation and resultant damages. The roof was bearing onto the east and west walls. Distortion of the north wall is not consistent with potential vertical roof loads, such as snow, which would be expected to primarily affect the east and west walls. The walls exhibited no evidence of abrasion marks indicative of vehicular or equipment impact loads. The structure appears to have been constructed in general accordance with the design intent. PE&F's elevation survey of the interior floor revealed no notable distortion of the floor slab and PE&F observed no evidence of differential foundation movement causing the wall distortion.

Recommendations:

Based on PE&F's wall plumbness measurements, the north wall has excessively deformed and displaced, such that it cannot be repaired. The wall measurements indicated that the east and west walls were relatively plumb. In order to restore the structure to its pre-loss condition, the north wall and footing should be removed and replaced. The new north wall section should be integrated with the existing east and west walls. All fractures in the concrete walls should be sealed using structural epoxy. PE&F's floor elevation survey revealed no notable distortion of the floor slab. Therefore, it is PE&F's opinion that the floor slab can remain in place.

As the structure exhibits a design in conflict with anticipated loads from regular use of the structure, PE&F notes that restoration of the structure to its pre-loss condition will not provide a structural system capable of supporting lateral loads from the salt product. In order to retrofit the structure to support additional lateral loads, concrete piers with new footings or similar will likely need to be installed at regular intervals around the perimeter of the building and integrated with the existing wall system.

Limitations:

The findings and conclusions presented within this report are the result of non-destructive, visual observation of the exposed building elements. Determination of structural adequacy and building code compliance of all building elements was beyond the scope of PE&F's inspection. As such, PE&F is not responsible for hidden conditions unexposed at the time of the inspection. Furthermore, PE&F provides no warranties or guarantees of any kind, express or implied, of the future performance of the subject building.

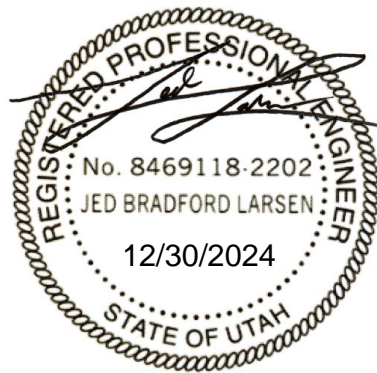
Recommended repairs are intended to be conceptual in nature for the purposes of preparing a cost estimate. The preparation of design documents is outside of the scope of PE&F's assignment. The opinions and conclusions expressed in this report are based on the information available to PE&F as of the date of this report. If in the course of discovery or other disclosure, additional information becomes available that affects these opinions and conclusions, PE&F reserves the right to supplement or modify the opinions disclosed herein.

Sincerely,

Palmer Engineering and Forensics, LLC.



Jed B. Larsen, M.E., P.E.
Senior Engineer



Appendix A: Photographs and Schematics



Figure 1. Aerial image of subject property dated July 2023;³ location of subject structure shown.



Figure 2. Front (south) elevation of subject structure.

³ Google LLC. 2024.

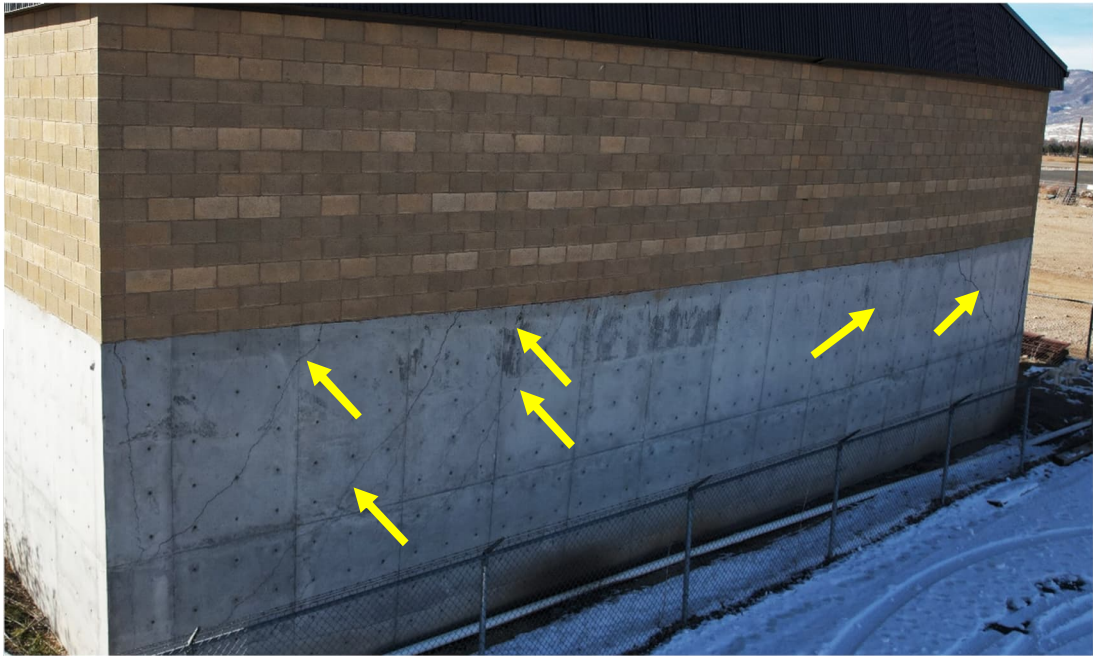


Figure 3. Outward bow of north wall; diagonal fractures in concrete at north wall.

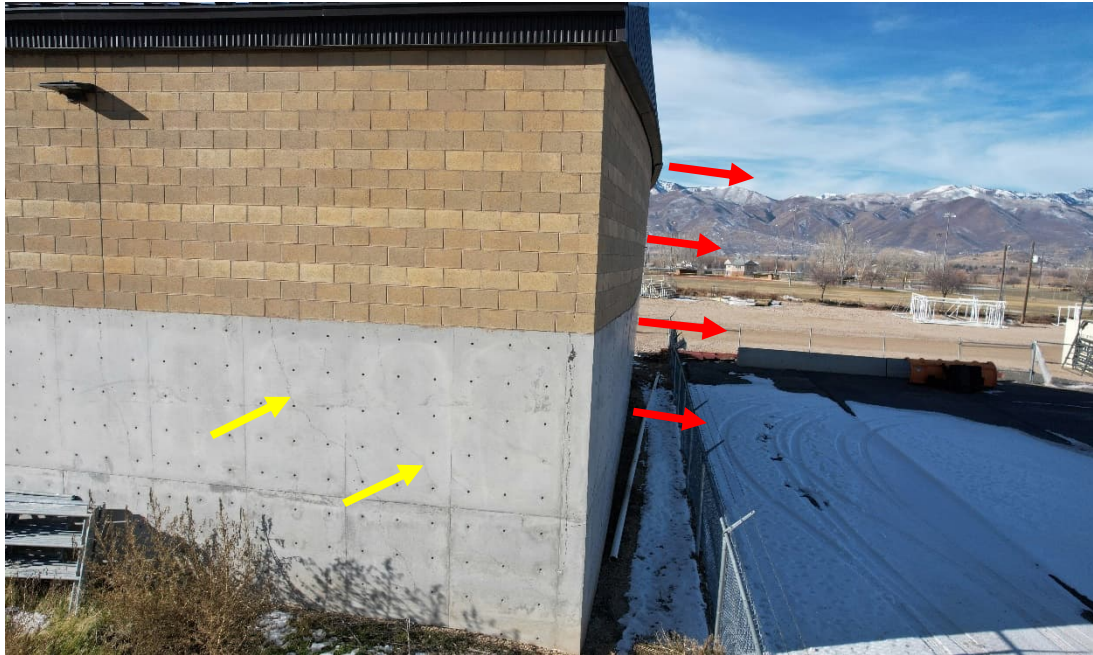


Figure 4. Outward bow of north wall; diagonal fractures in concrete at east wall.

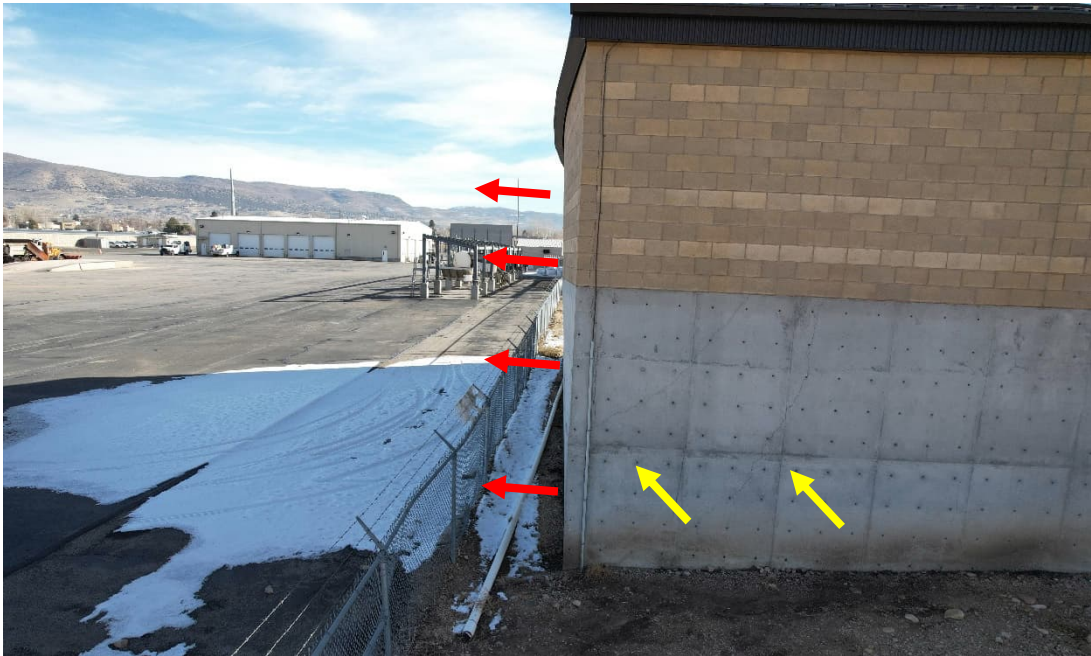


Figure 5. Outward bow of north wall; diagonal fractures in concrete at west wall.



Figure 6. Outward displacement of north wall from floor slab.



Figure 7. Outward displacement of north wall from ceiling finish.



Figure 8. Interior northeast corner of subject structure.

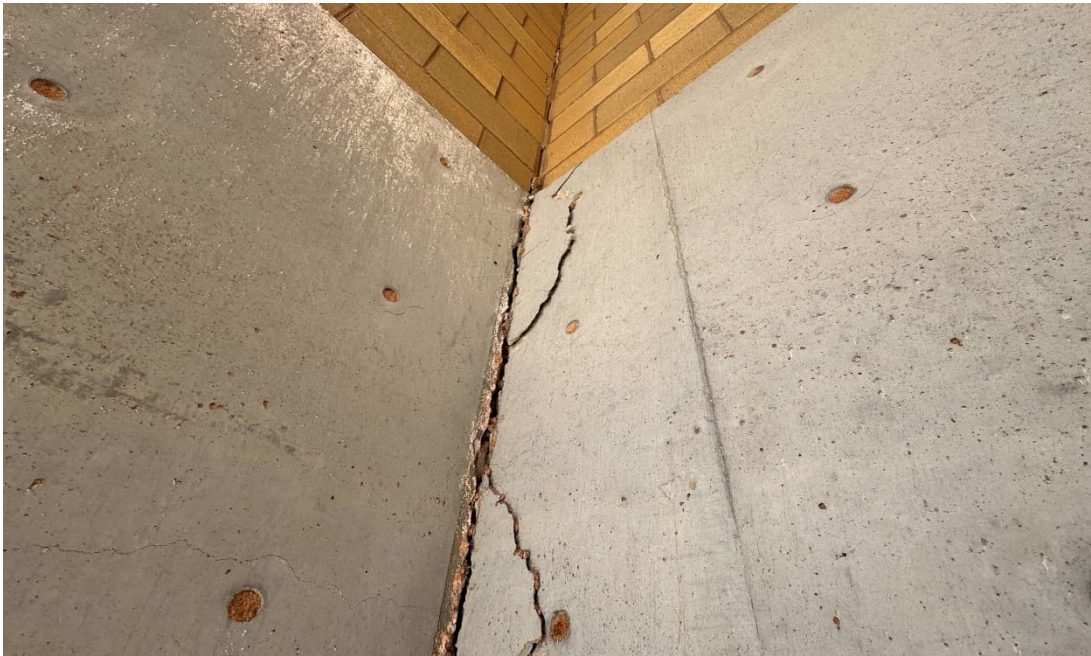


Figure 9. Interior northwest corner of subject structure.



Figure 10. Salt discoloration on surface of west and north walls.



Figure 11. Salt discoloration on surface of north and east walls.



Figure 12. UDOT salt storage structure at adjacent property to the north.



Figure 13. Piers constructed along exterior wall at UDOT salt storage structure.



Figure 14. Interior of UDOT salt storage structure; salt bearing onto exterior walls.